

CITY OF OAKLAND
AGENDA REPORT

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2008 JUN -5 PM 6:18

TO: Office of the City Administrator
ATTN: Deborah A. Edgerly
FROM: Community and Economic Development Agency
DATE: June 17, 2008

RE: Resolution Authorizing the City Administrator to Negotiate and Execute a Settlement Agreement with the California Department of Transportation (CALTRANS) Relating to the Caldecott Improvement Project (Fourth Bore)

SUMMARY

The proposed resolution authorizes the City Administrator to negotiate and finalize an agreement (Attachment 2) with Caltrans regarding the Caldecott Tunnel 4th Bore Project. In response to an inadequate final Environmental Impact Report (FEIR), the City has been in negotiations with Caltrans regarding project operations, mitigations and enhancements (mitigations). A tolling agreement, preserving City rights to sue under CEQA, has been in effect since November 9, 2007. This tolling agreement expires on June 26, 2008. Absent a settlement agreement, the City would have until June 26th to bring a legal action.

As part of the EIR, and at the beginning of negotiations, no mitigation measures or funds were offered. Caltrans took the position that there were no significant project impacts and therefore no mitigations were required. Through the extended negotiations process, agreement has been reached on a list of approximately \$8 million in mitigation projects, as well as substantial limitations on potentially negative project impacts.

There have been three key issues in the negotiation process: (a) the need for mitigation projects and a funding mechanism for these projects; (b) construction noise and traffic regulation; and (c) the dispute resolution process and enforcement mechanisms.

Major progress has been made in resolving all issues. Commitments have been made to provide funding for \$8 million in mitigation projects for the City. Construction noise and traffic regulation issues have been resolved to City satisfaction. The agreed upon dispute resolution mechanism is appropriate for noise related issues and may prove sufficient for resolving other issues on a timely basis. Certain City requests were not accepted by Caltrans. These are addressed in part in a Caltrans letter dated May 30, 2008 (Attachment 1).

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The issue before the Council is whether to accept the terms of the negotiated agreement or to pursue its rights under CEQA regarding the inadequacy of the Project's EIR.

FISCAL IMPACT

There is no direct fiscal impact to the City as a result of the Project. As detailed below, if the City enters into the Settlement Agreement, it is anticipated to receive funding for \$8 million in mitigation projects.

BACKGROUND

The Caldecott 4th Bore Project is a high priority for Caltrans. The project is expected to begin Summer 2009 with completion estimated for 2013-2014. The project would add two lanes of traffic in the non-rush hour direction thereby providing four lanes in both directions. Currently, there are four lanes in the rush hour direction and two lanes in the opposite direction. The Lead Agencies for the environmental process are the Federal Highway Administration (FHWA) and Caltrans. Participating Agencies for the environmental process are the Metropolitan Transportation Commission (MTC), Alameda County Congestion Management Agency (ACCMA), and the Contra Costa Transportation Authority (CCTA).

The City made comments to the draft EIR. The City position was that the EIR was inadequate, did not adequately consider project impacts either during construction or subsequent to project completion. Caltrans took the position that there were no significant project impacts and therefore no mitigations were required. The final EIR (FEIR) did not adequately address City concerns. The City and Caltrans decided to see if a negotiated settlement could be reached and a tolling agreement was signed, which extended the time period for the City to file a CEQA suit. A tolling agreement, preserving City rights to sue on its CEQA claims has been in effect since November 9, 2007. This tolling agreement is due to expire on June 26, 2008. Absent settlement agreement, the City would have up to and including June 26th to bring a legal action.

KEY ISSUES AND IMPACTS

1. Proposed Mitigation Projects

At the beginning of negotiations, no mitigation funds were offered. Caltrans took the position that there were no significant project impacts and therefore no mitigations were required. Through the extended negotiations process, agreement has been reached on a list of approximately \$8 million in mitigation projects.

A list of candidate transportation projects proposed to be funded through the settlement agreement is presented in Attachment B. The City will select projects from this list for implementation, consistent with the terms of the agreement and the funding sources. The projects in Attachment B, with the exception of any noise barriers (i.e. sound walls), will be environmentally cleared, designed and constructed by the City, and the City will be reimbursed according to the terms of the agreement, either from Contra Costa Transportation Authority (CCTA) funds, or State Transportation Improvement Program (STIP) funds. The noise barriers will be programmed and cleared environmentally through the current process, which is managed by the ACCMA.

The City may modify projects presented in Attachment B, or substitute similar projects. However, such changes will be subject to approval by the Alameda County Congestion Management Agency (CMA) which is the funding agent for these enhancements. Any project substitutions or changes must have as their primary purpose the improvement of pedestrian, bicycle, transit and local street improvements, or mitigation of noise. Alternatively, substitute projects must support the use of transit (and thus reduction of single-occupant motorized vehicles by such features as transit signal coordination and bus stop amenities). These projects must directly serve the community bordering the Highway 24 corridor between I-580 and the Caldecott Tunnel.

2. Project Mitigation Funding

The key project funding issue is that while monies are promised for mitigations, and the Caltrans negotiators (and the CCTA and ACCMA Directors present at the negotiating sessions) state that these funds are committed, the reality is that the funds are not absolutely guaranteed and the arrangements are with non-signatories to the Settlement Agreement. The flip side is that there is no guarantee that the City would receive any of these funds should it file suit, even if it should prevail.

With those provisos, a total of \$8 million dollars has been committed to Oakland to fund the projects listed in Attachment B. It will come from two sources: 1) up to \$4 million from the Contra Costa County local Measure J transportation sales tax funds that have been swapped

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for STIP funds; and 2) the remainder from the Alameda County CMA via the 2010 or 2012 STIP.

The first \$2 million installment of the \$8 million is scheduled for approval by the California Transportation Commission at its June 25-26 meeting. These funds will be swapped with CCTA local Measure J funds and made available to Oakland on a reimbursement basis within 30 days of invoicing for costs incurred. The monies are expected to be available after award of the construction contract or the adoption of the 2008 STIP, whichever occurs later. The reason for this fund swap is to make the initial \$2 million available sooner than would be the case if STIP funds were used. Also, by swapping STIP funds for Contra Costa Measure J funds, the City also can further expedite projects by not having to work through Caltrans Local Assistance on project delivery as would be required with STIP funded projects.

The initial \$2 million installment includes \$100,000 for project development to cover technical studies and environmental clearances, community outreach, and feasibility work for projects listed in Attachment B. At the City's option, a portion of these project development funds may be used for construction of a soundwall in the project area downstream of the Caldecott Tunnel. Within nine months of the date of the Settlement Agreement, Caltrans will complete all necessary studies along Highway 24 between Highway 13 and I-580 to identify locations where soundwalls might be feasible, reasonable and cost effective. If the City wishes to pursue construction of a soundwall based on Caltrans' studies, this new soundwall could also compete for funding from the Alameda County CMA's \$10 million countywide "Soundwall Retrofit Program"

The remaining \$6 million is to come from the 2010 STIP funding cycle, presumably to be approved by the California Transportation Commission (CTC) in Spring 2010 and/or the 2012 cycle. On April 24, 2008, the ACCMA Board of Directors adopted Resolution 08-006, which pre-commits the \$6 million in the 2010 and/or 2012 STIP funding cycles for the Highway 24 Corridor Enhancement projects. However, this funding is subject to State appropriation of STIP funds and to the inclusion of these funds in the MTC's T2035 update of its Regional Transportation Plan, expected to be adopted in early 2009.

Caltrans maintains that it cannot guarantee the funds itself and that these funds (\$8 million of a \$500 million project) cannot be included as part of the project appropriation. They further maintain that they have done everything possible to ensure the availability of the \$8 million through the ACCMA process. They argue that the funds are as guaranteed as possible.

A separate funding issue concerns the current lack of funds to mitigate any impacts found once the proposed monitoring program is completed for noise, traffic and air quality. For instance, if a noise impact were found on a school, there is presently no funding earmarked to mitigate it other than from the above mentioned \$8 million. The only exception is with regard to soundwalls where the ACCMA has included up to \$10 million for a County-wide

“Soundwall Retrofit Program”. Soundwall projects recommended because of post-project monitoring would not come from project mitigation funds, but from Soundwall funds, which would be competed for on a County-wide basis.

3. Transportation Management Plan

Caltrans developed a Transportation Management Plan (TMP) for the Caldecott Project. The TMP was created to minimize and mitigate anticipated transportation impacts during Project construction. It has been reviewed by City staff and revised by Caltrans to address City staff's comments. The TMP is presented as Attachment C of the settlement agreement.

The TMP consists of detailed descriptions of the Project scope, motorist information, incident management, construction strategies, public outreach, and a contingency plan strategy to address possible unforeseen conditions:

- **Project Scope:** In addition to adding a fourth bore to the Caldecott Tunnel, the Project includes the relocation of a freeway connector ramp and the installations of ramp meters, a traffic signal, a right-turn lane, and a noise barrier (combination of berm and sound wall).
- **Motorist Information Strategies:** Includes mounted and changeable message signs during construction to inform motorists of potential delays and available detours.
- **Incident Management Strategies:** Includes a Construction Zone Enhanced Enforcement Program (COZEEP) that involves continuous presence of the California Highway Patrol in the construction zone to provide enforcement of speed restriction and speed incident response.
- **Construction Strategies:** Provides traffic detour routes and lane closure schedules for the entire construction period.
- **Public Awareness Strategies:** Identifies outreach strategies, stakeholders, and roles and responsibilities for the 4 ½ years of construction.
- **Contingency Plan:** Requires the contractor to take specific actions to mitigate traffic impacts that exceed original estimates due to unforeseen events such as work-zone accidents, higher than predicted traffic demand, or delayed lane closures.

4. Other Construction Related Traffic Issues

In addition to items addressed in the TMP, Attachment A to the settlement agreement memorializes CALTRANS commitments to other construction and post-project completion mitigation/abatement measures.

The three most significant issues are: 1) heavy vehicles, such as excavated material off-haul trucks, using City streets; 2) other construction-related vehicles using City streets; and 3) construction equipment/vehicles staged/parked on City streets.

Heavy Vehicles (Excavated Material Off-Haul Trucks) Using City Streets:

The Settlement Agreement stipulates that trucks over 16.5 tons (Class 8 and above per Federal Highway Administration's vehicle classification) in Gross Vehicle Weight shall only use the following City streets: Tunnel Road between Hiller Drive and Caldecott Lane, Caldecott Lane from Tunnel Road to eastern end, Broadway from Kay Overcrossing to eastern end, and Kay Overcrossing. These trucks shall not use any other City streets under any circumstances, except when the above-listed street segments are closed for construction, during which time they may use the designated detour routes prescribed in the TMP. Trucks off-hauling excavated material shall take the Old Tunnel Road and Tunnel Road ramps from eastbound and westbound Highway 24, respectively, under all circumstances. Essentially, this provision ensures that heavy haul trucks use only the closest on and off ramps to Highway 24 and minimize construction impact to City streets and residents.

Other Construction-Related Vehicles Using City Streets:

The Settlement Agreement stipulates that trucks between 4.5 tons and 16.5 tons (Class 7 and below per Federal Highway Administration) shall be prohibited from using City streets in lieu of freeways except when the vehicle is en route to or from the nearest freeway ramp. Like the previous provision, this restricts construction-related light and heavy trucks from using City streets where a freeway alternative exists. This could apply to local businesses making deliveries to the project site and using City streets.

Construction Equipment/Vehicles Staged/Parked on City Streets:

The Settlement Agreement stipulates that construction equipment may not be staged on any City street, and construction-related vehicles including workers' company or personal vehicles shall be prohibited from parking on Caldecott Lane, Kay Overcrossing, Tunnel Road, Hiller Drive, and Broadway. Caltrans will also develop a construction off-site parking program for the City's review and approval, which has a goal of eliminating all on-street parking.

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5. The overall efficacy of the proposed dispute resolution process and providing the City with adequate enforcement powers and remedies.

The effectiveness of any settlement agreement will depend, to a large degree, on the City's ability to enforce the provisions and include remedies that work. For instance, if night time construction activity results in complaints from adjacent neighbors, the City would want to be able to stop night time work or modify night time construction hours until an acceptable solution is found. That solution may be to restrict the activity that is producing the unacceptable noise. Similarly, if traffic detour routes are producing unanticipated local congestion, there should be procedures to modify the Traffic Management Plan. While the dispute resolution process appears workable, unless there is leverage within the Settlement Agreement for the City to actually solve the problems, the process might be ineffective.

Caltrans has refused language that Caltrans "shall direct the contractor to cease and desist" activities relating to the problem. Similarly, they have refused language giving the City the right to stop the project until complaint issues have been resolved. Caltrans has also rejected any form of liquidated damages and language related to specific performance. They have, however, accepted language regarding excessive noise; the construction documents (between Caltrans and the contractor) would require the contractor to "immediately suspend any construction activity or operation that results in noise levels that fail to meet the Project noise criterion" (see discussion in the noise section below).

Caltrans has instead insisted on a political, (administrative and elected), ever-escalating, dispute resolution system (see Attachment 2, Section 6) with the expressed intent "that conflicts be resolved as quickly as possible and at the lowest level possible." The underlying premise of the structure is that no lower-level person will want to have to involve their superiors in dealing with complaint-related issues and will thus have every incentive to resolve things quickly and at the lowest possible level. The system is as follows:

- Caltrans and the City would designate senior-level representatives to meet and confer with the Project Information Officer (PIO) and Resident Engineer (RE) as issues arise.
- Issues unresolved within/after 5 working days would be escalated to a Senior Management Committee comprised of a senior official from Caltrans, ACCMA, CCTA and the CEDA Director.
- Issues unresolved within/after 5 working days would be further escalated to an Executive Steering Committee comprised of the chief executives from Caltrans District 4, ACCMA, CCTA and the City Administrator and/or designees.
- Remaining unresolved issues would be escalated within 5 additional working days to a final decision-making group comprised of the Mayor and the State Caltrans Director.

Note: If major recurring issues are presented, the time would be reduced to 48 hours at each of the respective levels.

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As with the funding issue, there seems to be a good faith effort to ensure that issues will be addressed, but Caltrans is refusing to put language in the Settlement Agreement that provides a guaranteed, enforcement mechanism for the City. Although the City can bring a legal action for breach of the settlement agreement, such would be costly, time consuming, and may not result in an adequate remedy.

In addition, substantial staff time may be required to support the City's involvement in ensuring the integrity of the complaint process.

6. Noise Issues

For much of the negotiations process, Caltrans had insisted on their standard language that noise would be limited from 7 PM to 7 AM to a noise level of 86 dBA measured at 50 feet from the noise source, with certain construction-related activities restricted at night, such as off-hauling debris. More recently, Caltrans proposed a different standard – that 7 PM to 7 AM construction activity would meet pre-construction ambient noise levels – but that night-time off-hauling would be permitted.

While this seemed to mean that construction noise levels would not exceed pre-construction levels, it actually means a noise level slightly (albeit undetectable) in excess of that level. Regardless, the City's noise consultant worked with Caltrans to precisely define the meaning of such a standard, and a means to measure and monitor compliance with the standard. Both Caltrans and City noise consultants are comfortable that this standard is sufficient to protect neighbors.

Caltrans currently insists on allowing off-haul trucks to remove dirt from the site during night-time hours, as long as noise criterion requirements are met. Caltrans has agreed, however, to enclose the concrete batch plant, prohibit night-time blasting, construct a temporary sound wall, develop a lighting plan and take other measures to ensure minimal disturbance of neighbors.

As noted previously, Caltrans did accept language regarding excessive noise (i.e., that the construction documents between Caltrans and the contractor would require the contractor to “immediately suspend any construction activity or operation that results in noise levels that fail to meet the Project noise criterion.”) For noise-related complaints, Caltrans has agreed to respond within 2 hours of any such complaint and to take appropriate action to remedy the complaint.

To ensure that noise levels are not in excess of the agreed noise levels, during construction Caltrans will perform continuous acoustical measurements at three locations. These locations were deemed sufficient by the City's noise consultant.

7. Separation of Highway 13 Exit Adjustment, Landscaping, and Kay Traffic Signal from Tunnel Contract for SBE Reasons

Caltrans recently informed staff that they had separated out the Highway 13 Exit Adjustment, Landscaping, and Kay Traffic Signal from the Tunnel Contract, and hence from the conditions of the contract, for Small Business Enterprise (SBE) reasons.

This would mean that these three contracts would not be subject to the terms of the Settlement Agreement; rather, they would be subject to normal Caltrans contract language. For noise, this would mean the 86dBA at 50 feet from noise source standard, and not the pre-construction ambient noise standard. Caltrans also argues that given the distance from the temporary soundwall, they would not be able to meet the ambient standard. They also maintain that the distance to homes is substantially greater than for the tunnel project and hence the possibility of complaints is reduced. Caltrans has agreed, however, to certain parking restrictions for Highway 13 Exit Adjustment contract.

Caltrans maintains they separated out the contracts to meet the City's request for increasing the number of SBE contracts available from the tunnel contract. Caltrans has also agreed to make a good faith effort, and work cooperatively with City, to meet the City's small business contracting goals.

SUSTAINABLE OPPORTUNITIES

Economic: The Caldecott 4th Bore project generally, and the mitigation projects more specifically, may provide employment opportunities for Oakland residents.

Environmental: The negotiated agreement will substantially reduce the environmental impacts (noise, air) of the project construction.

Social Equity: As part of the negotiations, three sub-projects were separated out from the general 4th Bore project to allow smaller businesses to bid on these sub-projects.

DISABILITY AND SENIOR CITIZEN ACCESS

The negotiated settlement has no direct impact on disability or senior access.

RECOMMENDATIONS AND RATIONALE

Although staff has some remaining concerns with the funding commitments and enforceability of the dispute resolution process, staff nevertheless recommends authorizing the City Administrator to negotiate and execute a Settlement Agreement with Caltrans relating to the Caldecott Improvement Project because there is no guarantee that a lawsuit challenging the Project on CEQA grounds would result in the City receiving any of the negotiated deal points, even if it should prevail.

ACTION REQUESTED OF THE CITY COUNCIL

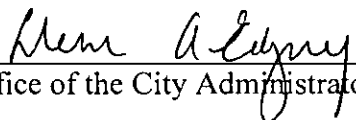
The action requested of the City Council is to adopt the resolution authorizing the City Administrator to negotiate and execute a Settlement Agreement with Caltrans relating to the Caldecott Improvement Project and that the City Administrator or her designee be authorized to take any and all actions necessary to implement the settlement agreement, including but not limited to: executing any additional agreements, MOU's, professional service agreements, and appropriation of funds, without return to the City Council.

Respectfully submitted,



Dan Lindheim, Director
Community & Economic Development Agency

APPROVED AND FORWARDED TO THE
CITY COUNCIL:



Office of the City Administrator

Attachments

- Attachment 1: May 30, 2008 Caltrans letter to Dan Lindheim
- Attachment 2: Draft Settlement Agreement w/Attachments A-K

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DEPARTMENT OF TRANSPORTATION

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P. O. BOX 23660
OAKLAND, CA 94623-0660
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*Flex your power!
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May 30, 2008

Dan Lindheim
Interim Community and Economic Development Director
250 Frank H. Ogawa Plaza, Suite 3315
Oakland, CA 94612

Dear Dan:

The purpose of this letter is to address several issues regarding the Caldecott Tunnel Project that were raised at several meetings over the past seven months between the City Of Oakland (City) and the California Department of Transportation (Department) Included in these meetings were the Caldecott Project partner agencies, the Alameda County Congestion Management Agency, and the Contra Costa Transportation Authority. In addition, this letter addresses the funding commitment of \$8 million for enhancement projects, as described in the current Draft Settlement Agreement between the City and the Department.

D) NOISE. The information below is based on surveys, studies, and analysis developed by the Department's acoustical engineer consultant, Mr. Charles Salter.

A) Construction Noise Abatement near Parkwoods Condominium

The City of Oakland's noise ordinance requires that the nighttime (7:00 p.m. to 7:00 a.m.) construction noise levels not exceed set threshold levels or the ambient noise level, if the ambient noise level is higher than the set levels. Noise surveys were conducted near the Caldecott Tunnel from April 17 to April 21, 2006 to obtain ambient noise levels in the area. These surveys reveal that the existing ambient noise levels exceed the construction threshold level set in the City Noise Ordinance. The noise analysis performed for the project indicates that the construction noise levels at nighttime would be at the ambient levels or lower. Refer to Attachment 1 - November 2, 2006 "Caldecott Improvement Project Measured Ambient Noise Levels and Predicted Noise Levels During Construction" for details. The results of this report were used during the preliminary design phase of the project to develop the project noise abatement measures, such as the construction of a 35-foot high temporary soundwall along Caldecott Lane. Refer to Attachment 2 - *Visual Simulation of the Temporary Soundwall*.

As discussed in our recent communications, the Department is committed to ensuring that the construction noise related to the tunnel construction will not exceed the preconstruction nighttime ambient noise levels. In order to provide the maximum possible protection to neighboring residents from construction noise levels, the contract documents will require that the noise level outside of the staging area resulting from the contractor's operations between

"Caltrans improves mobility across California"

Attachment 1

7:00 p.m. and 7:00 a.m. shall not exceed preconstruction ambient levels measured at specified locations pre-selected by the Department and the City.

This approach and the above referenced report have been reviewed, and concurred with, by Mr. Steve Wolfe, the acoustical engineer consultant contracted by the City.

B) Soundtube in Lieu of a Permanent Soundwall at the West Portal

Based on a preliminary review of the soundtube option, it is determined that the noise would reverberate within the tube causing sound build-up, thereby increasing the noise emitted out the end of the tube. A preliminary cost estimate indicates that this noise abatement strategy is not cost effective. Additional drawbacks to this approach include maintenance, aesthetics, and potential for glare. The Department does not concur with this option as a viable abatement measure.

C) Soundwalls at BART Stations

The Department does not concur with the City's request to have soundwalls constructed at BART stations along the Route 24 corridor. The primary reasons are: a) Soundwalls at BART stations are not eligible for either State or Federal funding; b) The BART platforms do not qualify as noise receptors because of the temporary and short nature of the exposure to passengers; c) The soundwalls, if constructed, would have to extend beyond the platform in order to block the line of sight and be effective; and d) Construction of soundwalls within any BART facility would require BART's concurrence and agreement to maintain them.

II) CITY CONSTRUCTION STANDARDS. The Department reviewed the City's Construction Standards that are required to be used by construction contractors on City projects. In order to comply with the water quality, dust control, air quality requirements established by the various regulatory agencies, such as the Bay Area Air Quality Management District, Regional Water Quality Control Board, the Department implements construction standards and best management practices that are similar and as effective as the City's standards. Therefore, the Department has concluded that the standards used on the Caldecott Improvement Project will adequately comply with the requirements set forth in the City's Construction Standards.

III) USE OF JAKE BRAKS. Prohibiting the use of jake brakes by trucks on Route 24 in Oakland is not possible. Prior to June 2007, the use of signs prohibiting the use of jake brakes was done on experimental basis. At its June 7, 2007 meeting, the California Traffic Control Devices Committee (CTCDC) passed a motion to discontinue the use of signs prohibiting the use of jake brakes and requested jurisdictions that participated in the experimental prohibition to restore the locations back to original conditions by removing such signs. Refer to Attachment 4, *Minutes of the CTCDC meeting in San Diego, June 7, 2007.*

IV) STAGING AREA REQUIREMENTS. Reducing the size or relocating the staging area is not feasible. Based on consultation with seven contractors during the recent contractor outreach meetings, the consensus was that there is already very limited staging area available on both sides of the tunnel. The optimum size of a staging area for a project of this size is 5 to 10 acres for each side of the tunneling operation. The total available area adjacent to each portal is about 2.5 to 3 acres, necessitating the use of off-site storage facilities by the contractor.

It is imperative that the staging area be located immediately adjacent to the portal because every construction activity involved in building the tunnel has to enter through the portal area. For example, a) during the excavation of the tunnel, the excavated material is placed on an off-highway truck, inside the tunnel, and then the transfer of the material takes place adjacent to the portal area, b) groundwater coming out of the tunnel needs to be treated at a facility adjacent to the portal area prior to its disposal, and c) for construction efficiency, the concrete batching operation needs to be adjacent to the portal.

V) LOWER SPEED LIMIT ON ROUTE 24. As requested by the City, the Department has already replaced the signs reducing the speed limit, west of the tunnel, from 65 mph to 55 mph.

VI) BICYCLE/PEDESTRIAN OVERCROSSING FROM LAKE TEMESCAL TO CALDECOTT LANE. The Alameda County Congestion Management Agency (ACCMA) performed a preliminary analysis, with input from various local user groups, addressing eleven bicycle/pedestrian improvements to be pursued for future funding and implementation. The construction of a bicycle/pedestrian Overcrossing from Lake Temescal to Caldecott Lane was one of the six improvements that were dropped from further studies. The primary concerns related to this facility include: a) high cost (\$15-\$18 million); b) presence of steep slopes and a 120-foot grade differential that requires up to 40-50 foot high retaining walls; c) visual impacts; d) impacts to parklands; and e) seismic safety concerns since the facility would be along the Hayward Fault.

VII) FROG PARK. The Department agrees to provide an extension of the lease for Frog Park on similar terms as existing. In addition, the Department will investigate the need to install a fence on the freeway structure railing (Route 24) above Frog Park.

VIII) REMOVAL OF EUCALYPTUS TREES. The Department's maintenance staff works closely with the Fire Marshal to clear trees and brush to ensure that vegetation along the State Route 24 corridor is fully compliant with current fire code requirements and does not pose any fire hazard. Removal of vegetation beyond what is required to maintain a safe environment free of fire hazard, such as the removal of existing Eucalyptus trees from an entire hillside along the State Route 24 corridor as requested, is beyond the scope of routine maintenance. As such, the Department is precluded from using State Highway Operations and Protection (SHOPP) funds to do so. Should the City pursue the removal of these Eucalyptus trees, this effort should be done as part of an overall landscape replacement planting project that would include replacing these trees with other tree species acceptable to the community.

IX) REPAIR OF IRRIGATION LINES. The irrigation line repairs were requested in areas that currently contain mature, established vegetation in no need of irrigation. Therefore, the Department has no plans to add irrigation facilities to those areas. Future irrigation would only be installed to support enhanced planting in those areas. The Department's SHOPP program is not intended for that purpose.

X) FUNDING COMMITMENT. The commitment of \$8 million in programming for enhancement projects in Oakland included in the latest draft of the Settlement Agreement is strong because the City is not receiving an assurance from the Department alone, but from two additional

Mr. Dan Lindheim
May 30, 2008
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transportation agencies that have an interest in seeing the project completed. Overall management of the Caldecott Project has been, and continues to be, the joint responsibility of the Department along with its partnering agencies, the Alameda County Congestion Management Agency (ACCMA) and the Contra Costa Transportation Agency (CCTA). This arrangement is unique and is viewed as an innovative way to manage major transportation projects, and is cited as a model of how to proceed elsewhere in the State on major projects. This is a high-profile project that incorporates two separate Congestion Management Agencies, whose Boards are composed of locally elected officials. This project management team has to be sensitive and responsive to those elected officials.

The CCTA Board has already taken action to provide \$2 million in Measure J funds available up front, and if warranted, the Executive Director can recommend making available another \$2 million in Measure J funds as "down payment" against the \$8 million from ACCMA. This commitment is included in the February 29th letter to Mayor Dellums. In order to meet Oakland's enhancement project implementation schedule, one half of the \$8 million commitment could be made available by CCTA almost immediately following award of the tunnel contract. In addition, the ACCMA unanimously adopted a resolution on April 24th stating that it intends to program up to \$6 million in the upcoming 2010 and 2012 STIPs for the enhancement projects (\$2 million has already been recommended for the 2008 STIP). Since the City of Oakland controls 25% of the votes at the ACCMA, this would appear to be as strong of a commitment as one could expect.

While the Department recognizes that STIP funding varies from cycle to cycle, it is highly unlikely that this major source of funding would dry up completely. Every County in the State relies on STIP for major transportation projects. The pressure to maintain this funding is immense. It is inconceivable that Alameda County would have not access to sufficient STIP funds to program \$6 million by the end of the 2010 STIP period (by FY 2015).

ACCMA is also recommending the inclusion of the \$8 million commitment in the Metropolitan Transportation Commission's long range transportation plan (T-2035) along with \$10 million for retrofit soundwalls. The inclusion in the Metropolitan Planning Organization's long range plan adds another level of certainty to the commitment that is being made in the Settlement Agreement. In summary, since commitments are being made by policy boards that are comprised of locally elected officials, the pressure to deliver on the promises in the Settlement Agreement will be very strong indeed.

If you have any questions regarding the above issues, please feel free to contact me at (510) 622-1717 or Cristina Ferraz, Project Manager, at (510) 286-3890.

Sincerely,



MARK ZABANEH
District Division Chief
Project Management East

Attachments (4)

Caldecott Improvement Project City of Oakland/ California Department of Transportation Settlement Agreement

This Settlement Agreement (AGREEMENT) is entered into by and between the City of Oakland (the CITY) and the California Department of Transportation (the DEPARTMENT) (collectively "the Parties") on this ___ day of ___ 2008.

RECITALS

The purpose for which this AGREEMENT is made, and all pertinent recitals, is described below:

WHEREAS, the DEPARTMENT has proposed Caldecott Improvement Project (PROJECT) in and around Highway 24 in and near the Caldecott Tunnel in order to provide a new bore; and

WHEREAS, the DEPARTMENT's PROJECT has been approved on September 12, 2007 via a Project Report and a Record of Decision has been posted by the Federal Highway Administration on August 29, 2007; and

WHEREAS, the DEPARTMENT has determined that the PROJECT as described in the Project Report and Final Environmental Assessment/Environment Impact Report issued in September 2007, addresses impacts and necessary mitigation; and

WHEREAS, the CITY has expressed written and oral concerns to the DEPARTMENT with respect to adequacy of the Final Assessment/Environmental Impact Report; and

WHEREAS, the DEPARTMENT has or will obtain all necessary environmental approvals, permits, or fulfilled other conditions required for acquisition and construction of the PROJECT as proposed; and

WHEREAS, the DEPARTMENT will obtain all necessary permits, contracts, funding, and other necessary approvals for the real property acquisition and construction of the PROJECT; and

WHEREAS, the DEPARTMENT has committed to, and will implement, the mitigation/abatement measures and monitoring, which are summarized in the "List of Mitigation/Abatement Measures," dated April 18, 2008; included as Attachment A; and

WHEREAS, certain disputes have arisen between the Parties with respect to adequacy of the Final Assessment/Environmental Impact Report. These are collectively referred to as the "Disputes"; and

Rev date: May 30, 2008

Rev by: City & Project Staff

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Attachment 2

WHEREAS, the Parties hereto desire to resolve the Disputes by the DEPARTMENT agreeing to implement certain improvements/enhancements to further reduce the PROJECT impacts and provide other project-related benefits to the CITY, and the CITY by agreeing to release DEPARTMENT from any and all liability for damages, attorneys' fees, and costs, in connection with the Disputes; and

WHEREAS, based on this AGREEMENT, the CITY will dismiss any pending actions and will waive any all claims or actions and will not join, finance or assist in any claims or actions, challenging or contesting the DEPARTMENT's right to plan, design, construct and permanently operate the PROJECT, except as expressly provided herein; and

WHEREAS, all conditions, promises, and obligations in this Agreement for both Parties are subject to the appropriations of resources by the State Legislature, the allocation of resources by the California Transportation Commission (CTC) for the funding for the PROJECT, the CITY actually receiving eight million dollars (\$8,000,000) in funding commitments, no later than the 2012 STIP cycle, for certain traffic, pedestrian/bicycle and local street and noise barrier improvements/enhancements as detailed in Section 1, and the DEPARTMENT awarding the Construction Contract for the PROJECT, except as expressly stated herein.

NOW, THEREFORE, in consideration of their mutual covenants, promises and undertakings, the Parties agree as follows:

1. TRAFFIC, PEDESTRIAN/BICYCLE & LOCAL STREET ENHANCEMENT PROJECTS, NOISE STUDY AND FUNDING

The following measures will be funded in accordance with the process outlined herein, subject to the funding limitations noted below and contingent upon the award of PROJECT to a responsive bidder.

- a) Candidate traffic, pedestrian/bicycle, noise barrier, and local street enhancements proposed through this agreement are specified in Attachment B. The CITY will select projects from this list for construction, consistent with the funding limitations herein. It is understood that the enhancements in Attachment B, with the exception of any noise barriers, will be environmentally cleared, designed and constructed by the CITY, with reimbursement according to the process cited below. However, it is further understood that the list of enhancements provided is preliminary in nature; therefore, the City reserves the right, subject to approval by the Alameda County Congestion Management Agency (ACCMA), being the primary funding agency, to modify or substitute similar projects that have as their primary purpose the improvement of pedestrian, bicycle, transit and local street improvements, noise barriers, including projects that support the use of transit (and thus reduction of single-occupant motorized vehicles, such as transit

signal coordination and amenities), to the greater community in the Highway 24 corridor between I-580 and the Caldecott Tunnel.

- b) The DEPARTMENT shall work with the ACCMA and CCTA to ensure that the City actually receives eight million dollars (\$8,000,000) in funding commitments, no later than the 2012 STIP cycle, for certain traffic, pedestrian/bicycle and local street and noise barrier improvements/enhancements as detailed in this Section.
- c) The Parties understand that the ACCMA has reserved \$2 million (FIRST FUNDING) in its submittal for the 2008 State Transportation Improvement Program (STIP) for the PROJECT. Said funding is subject to the approval of and adoption of the 2008 STIP by the California Transportation Commission at its June 2008 meeting.
- d) The Parties understand that on January 25, 2008 the ACCMA and the Contra Costa Transportation Authority (CCTA) signed a letter agreement that provides a mechanism to swap the \$2 million in 2008 STIP funds stipulated in Section 1) b) above with Contra Costa County Measure J Sales Tax funds. Subsequently, on February 29, 2008 the ACCMA and CCTA Executive Directors conveyed the above referenced funding commitment to the Oakland Mayor via a letter, which is included as Attachment C to this AGREEMENT. As stipulated in the letter, the CCTA Board is expected to consider an additional \$2 million advance of Measure J funds in its June 18, 2008 meeting in exchange for a guarantee of future Alameda County share of STIP funds. Hence, if necessary, and subject to CCTA Board's approval of additional advance funding, one half of the \$8 million commitment or \$4 million in Measure J funds could be made available by CCTA almost immediately following award of the tunnel contract.

The initial \$2 million in Measure J funds (FIRST FUNDING) will be available to ACCMA following award of the PROJECT construction contract or the adoption of the 2008 STIP, whichever is later. All funds will be available for reimbursement of actual expenditures documented by the CITY or the implementing agency, if different from the CITY, within 30 days after invoicing. The CITY agrees to submit an accounting of expenditures to the ACCMA and CCTA for use of all Measure J funds after incurring expenses.

An amount of \$100,000 out of FIRST FUNDING will be made available on a reimbursement basis, consistent with the preceding paragraph, 60 days after the execution of this agreement, following

a request from CITY, for development of projects listed on Attachment B. These funds will be made available for the necessary additional technical studies and clearances, community outreach, feasibility work, prioritization of improvements, and/or construction of projects generally defined in Attachment B and/or improvements that will be recommended by the DEPARTMENT soundwall study defined in Section 1) g), at the City's option.

- e) The DEPARTMENT shall work with ACCMA and CCTA to ensure funding up to \$6 million or \$4 million if the CCTA Board approves additional advance funding (SECOND FUNDING), as identified in ACCMA's current Countywide Transportation Plan, in future state and federal funding cycles. The next state funding opportunity for SECOND FUNDING is during the 2010 STIP cycle usually approved by CTC in spring 2010. On April 24, 2008, the ACCMA Board of Directors adopted Resolution Number 08-006, included as Attachment D that pre-commits the \$6 million (SECOND FUNDING) in the 2010 and/or 2012 STIP fund cycles for the Route 24 Corridor Enhancement projects. The ACCMA consideration of future funding is subject to available funds and to the necessary applications and documents being prepared by the City of Oakland and/or DEPARTMENT consistent with the policies of the MTC and CTC, and to inclusion of the SECOND FUNDING in the Metropolitan Transportation Commission's T 2035 update of its Regional Transportation Plan (RTP). MTC is expected to adopt T 2035 in early 2009
- f) The Parties understand that, subject to inclusion in the Metropolitan Transportation Commission's T 2035 program, the ACCMA has included up to \$10 million for a countywide "Soundwall Retrofit Program" in its 25-year transportation plan for Alameda County. Any soundwall improvement project recommended by the sound study will have to compete for funds on a countywide basis, for funding in excess of the funding sources defined in Sections 1) d) and e) above. The ACCMA has identified the STIP as the funding source for the countywide soundwall program.
- g) Consistent with the ACCMA Freeway Soundwall Policy, the DEPARTMENT will conduct a pre-NBSSR corridor study of existing noise along SR 24 between SR 13 and I-580, in order to provide information to identify locations where soundwalls might be feasible, reasonable and cost effective. The study will be completed within nine (9) months from the date of the AGREEMENT.

2. WEST PORTAL STAGING/CONSTRUCTION AREA

The PROJECT has been divided into four separate construction contracts: 1) Construction of the 4th Bore of the Caldecott Tunnel as described in the approved environmental document, 2) Installation of a traffic signal at Kay/Broadway Intersection and roadway improvements at the Kay/Tunnel Road Intersection, 3) Realignment of the Westbound SR24 to Northbound SR13 Connector, and 4) Landscaping along Route 24, within the limits of the PROJECT.

For the Contracts Nos. 2) and 3) described above, the DEPARTMENT agrees to have a public outreach program in place to be reviewed and concurred by the CITY in accordance with Section 26 of this Agreement, to provide an information line and a Public Information Officer throughout construction. In addition the DEPARTMENT agrees to implement the noise criterion of 86 dBA at 50 feet from the noise source for nighttime operations (7:00 p.m. to 7:00 a.m). In addition, the DEPARTMENT agrees to enforce the parking restrictions contained in section 2) e) iv) below in Contract No. 3.

None of the provisions specified in this section applies to Contract No. 4) described above.

In furtherance of addressing concerns by the CITY for further reduction of potential construction noise, the Parties agree on the following additional measures for the construction of Contract No. 1, described above:

- a) CONSTRUCTION-RELATED NOISE ABATEMENT (from 7:00 p.m. to 7:00 a.m.)
 - i) The DEPARTMENT agrees to, and the construction contract documents shall stipulate that, as one of the first orders of work, the contractor will construct a temporary soundwall along Caldecott Lane that will include sound-insulating and sound-absorbing materials to minimize construction noise, including reflective noise. This temporary wall that separates the west portal staging area from Caldecott Lane, shall be constructed only if the contractor drills from the west side.
 - ii) PROJECT Noise Criterion

The PROJECT Noise Criterion outside the temporary soundwall shall be the pre-construction ambient noise plus 3 dBA for the hourly L_{eq} to account for a combination of ambient and construction noise. The maximum

instantaneous noise level limit for construction noise is the pre-construction maximum noise level, L_{max} .

- iii) Prior to the start of project construction activities, the contractor will be required to submit a detailed noise control plan to the DEPARTMENT. The plan will provide assurance to the DEPARTMENT that the construction activities will meet the PROJECT Noise Criterion. The DEPARTMENT shall make the plan available to the CITY for its review and comment within the time parameters set forth in Section 26.
- iv) The DEPARTMENT agrees to, and the construction contract documents shall stipulate that, the contractor shall immediately suspend any construction activity or operation that results in noise levels that fail to meet the PROJECT noise criterion at any time between 7:00 p.m. and 7:00 a.m.
- v) The DEPARTMENT agrees to, and the construction contract documents shall stipulate that, if necessary, the temporary ventilation fans shall be acoustically insulated or attenuated to meet the PROJECT noise criterion.
- vi) The DEPARTMENT agrees to, and the construction contract documents shall stipulate that, the concrete batch plant is to be located behind the temporary acoustical soundwall and shall be enclosed, to prevent light, dust and other construction-related impacts from occurring outside of the enclosed structure.
- vii) After commencement of construction activities, should the CITY and the DEPARTMENT determine through the problem solving process set forth in Section 6 that it is necessary to reduce noise level below that of the Project Noise Criterion, the DEPARTMENT shall actively engage with the contractor and request the contractor to silence vehicle backup alarms during nighttime hours (7:00 p.m. to 7:00 a.m.). Strobe lights or flag persons could be utilized to the extent possible, in accordance with state safety regulations and with the California Occupational Health & Safety Administration (CAL OSHA) regulations.

b) NOISE MONITORING

- i) The DEPARTMENT will obtain pre-construction ambient noise levels at eight (8) locations selected by the CITY, agreed to by the DEPARTMENT and specified in

Attachment E. Measurement results will be contained in a report, "Pre-construction Baseline Ambient Noise Measurements". These noise measurements will be obtained over a period of fourteen (14) days at each measurement location. The hourly data measured from 7:00 p.m. to 7:00 a.m. for each of the fourteen (14) days will be listed in the report. The hourly sound levels will be logarithmically averaged to determine a single value of each hour and will be considered the pre-construction ambient noise levels.

- ii) Two metrics will be used to describe the ambient noise: the hourly L_{eq} and the hourly L_{max} .
 - iii) During construction, the DEPARTMENT will perform continuous acoustical measurements at three locations # 1, 3 and 8 as shown on Attachment E to assure that noise levels, between 7:00 p.m. and 7:00 a.m. do not exceed the PROJECT noise criterion.
- c) CITY/COMMUNITY NOTICE, OUTREACH & INVOLVEMENT
- i) As required in the Draft Transportation Management Plan (TMP), the DEPARTMENT will retain a Public Information Officer (PIO) for the entire duration of the PROJECT. The CITY will be offered an opportunity to participate in the selection of the PIO, who will be an independent consultant, as discussed in the Draft TMP in Section F below and is included as (Attachment F).
 - ii) Measures to be taken consistent with the TMP include, but are not limited to, the following:
 - a. The PIO to create a standard operating procedure for conducting public affairs for the PROJECT, as well as guidance on responding to the CITY, media and public. The procedure shall include a mandatory monthly meeting between the PIO, RE and CITY. The CITY shall review this procedure before final implementation, pursuant to Section 26.
 - b. The PIO will set public informational meetings prior to construction start to inform the interested parties about the construction activities that will take place in the early stages of construction and the proposed mitigation/abatement to be implemented.

- c. A 24-hour, non-emergency telephone information line will be established and the DEPARTMENT will respond to requests in no longer than 16 hours. If the complaint is noise-related, the DEPARTMENT will respond within 2 hours and immediately take appropriate action to remedy the complaint, including taking additional noise measurements if deemed necessary.
- d. The PIO will generate a monthly chart showing the type and number of complaints and resolution of complaints. The CITY shall be provided a copy of the monthly chart to be discussed at the regular meetings with the PIO, RE, and CITY.
- e. The PIO will establish Web pages for the public to learn about the progress of construction activities, ask questions, and submit comments. The project Website will include detour maps, weekly updates of construction activities, and a link to the CITY Website and 511.org.

d) HOURS OF OPERATION

- i) The construction contract documents shall stipulate that the contractor shall be allowed to work 24-hour days, seven (7) days per week, subject to meeting applicable contract documents and this AGREEMENT, including the PROJECT Noise Criterion, except as specified below.
- ii) The DEPARTMENT agrees to, and the construction contract documents shall stipulate that, tunnel blasting will be prohibited during nighttime hours (7:00 p.m. to 7:00 a.m.)

e) CONSTRUCTION STAGING

The construction contract documents shall include the following requirements, which are applicable if the PROJECT is constructed from the west side:

- i) The DEPARTMENT agrees to, and the construction contract documents shall stipulate that, if the PROJECT Noise Criterion is exceeded, vehicles transporting excavated material will be prohibited from exiting the

tunnel during nighttime hours (7:00 p.m. to 7:00 a.m.) until the criterion is met.

- ii) The DEPARTMENT agrees to, and the construction contract documents shall stipulate that, heavy project construction vehicles, such as off-haul trucks and equipment, weighing between 4.5 tons and up to and including a weight limit of 16.5 tons (i.e., up to and including Class 7 in the FHWA vehicle classification) in Gross Vehicle Weight, will be prohibited from using City streets in lieu of freeways, except when the vehicle is en route to or from the nearest freeway access ramp. Construction vehicles with a GVW above 16.5 tons (Class 8) will be prohibited from using City streets under all circumstances (with the exception to Kay Overcrossing, Tunnel Road between Hiller Drive and Caldecott Lane, Caldecott Lane and Broadway east of Kay Overcrossing), except when the Tunnel Road (westbound) and Old Tunnel Road (eastbound) ramps to SR24 are closed, during which time construction vehicles above 16.5 tons may use the designated detour routes prescribed in the Traffic Management Plan (TMP).
- iii) The DEPARTMENT agrees to, and the construction contract documents shall stipulate that, the excavated material off-haul trucks shall take the Old Tunnel Road and Tunnel Road exits from the Eastbound and Westbound SR24, respectively.
- iv) Project-related construction equipment and vehicles, including workers' company and personal vehicles, shall be prohibited from parking on Caldecott Lane, Kay, Tunnel Road, Hiller Drive and Broadway. In addition, storage of PROJECT-related materials and/or equipment shall not be permitted on CITY's streets.
- v) The DEPARTMENT agrees to develop an offsite parking program in order to address construction-related parking, consistent with Section 2) e) iv) above for City review pursuant to Section 26, prior to award of a construction contract. The goal of the plan is to eliminate parking on any CITY streets. The DEPARTMENT agrees that the construction contract documents shall stipulate that contractor shall adhere to such approved plan.
- vi) The DEPARTMENT agrees to, and the construction contract documents will stipulate that, the contractor shall

shield construction lights as much as possible to minimize light pollution. The contractor shall be required to submit a complete working drawing for construction staging area lighting plan for DEPARTMENT's review and approval. The DEPARTMENT shall make the drawings available for CITY's review and comment within the time parameters set forth in Section 26. The working drawings will include a general exterior lighting system for nighttime construction and support activities that avoids obtrusive lighting into adjacent private and public property. If complaints regarding light pollution are received during construction, necessary corrective action will be taken within 24 hours.

- vii) The DEPARTMENT agrees to, and the construction contract documents shall stipulate that, if the contractor mines the tunnel only from one side, it will be from the east side, with the batch plant located on the same side.

f) **TRANSPORTATION MANAGEMENT PLAN**

A Draft Transportation Management Plan (Draft TMP) has been prepared for the PROJECT. The DEPARTMENT agrees to implement the Draft TMP during the construction phase. The Draft TMP includes motorist information strategies, incident management and construction strategies, as well as a public awareness program and a communication plan. The Draft TMP, dated May 30, 2008 is included as Attachment F to this Agreement. The Parties agree that the TMP is a living document. Hence, the DEPARTMENT agrees that any major changes made to the Draft TMP shall be provided to the CITY for its review and comment within the time parameters set forth in Section 26.

3. **CONSTRUCTION VIBRATION**

- a) It is anticipated that blasting may result in vibration high enough to warrant special consideration. The DEPARTMENT agrees to, and the construction documents shall provide for advance notice of blasting operations pursuant to the pertinent Draft TMP provisions, included herein as Attachment F. In addition, the contract shall provide for the following:
 - i) Before any blasting takes place, the contractor shall identify and survey the houses located within a 200-meter (670-foot) radius area, where the blasting operation is anticipated. The contractor shall document (prepare notes,

take photographs and/or videotape) any existing defects or damages.

- ii) *In addition to the general notice provided for in the Draft TMP, the contractor shall notify the owners and residents of those residences identified in Section 3 a) j) (i.e. the houses located within 200-meter radius) of the schedule for blasting a minimum of twelve (12) hours prior to commencing any blasting operation.*
- iii) *During blasting, these areas shall be monitored for vibration, using appropriate accelerometers or geophones that measure the vibration characteristics induced from blasting.*
- iv) *Measures shall be taken to ensure that vibration does not exceed 0.5 inches/second PPV (peak particle velocity) by using controlled blasting that limits the charge detonated on a particular blast.*
- v) *The DEPARTMENT shall remediate or compensate for damages to the properties that resulted from the blasting operations as soon as practicable but in no event later than 100 days of submission of accepted claim. However, if the accepted claim's total value does not exceed \$5,000, the DEPARTMENT will compensate within 60 working days. This provision is not intended to, nor does it, relieve DEPARTMENT from any more stringent requirements of the California Tort Claims Act, or its equivalent.*

4. NON-CONSTRUCTION NOISE, AIR QUALITY AND TRAFFIC MONITORING

The following studies relating to traffic, pedestrian/bicycle and local street improvements shall be conducted by the DEPARTMENT, or its consultants, as requested by the CITY:

- a) *Three months prior to beginning of construction, perform air-quality measurements/analysis to establish references for Particulate Matter (PM) and Carbon Monoxide (CO) at agreed upon locations, specified in Attachment G. Furthermore, approximately six months prior and six months after the 4th Bore is fully opened to traffic, additional air quality measurements will be taken. CITY and DEPARTMENT shall mutually agree on methodology of studies.*

- b) Three months prior to beginning of construction, perform noise measurements to establish references at agreed upon locations, specified in Attachment H. Furthermore, approximately six months prior and six months after the 4th Bore is fully opened to traffic, additional noise measurements will be taken. CITY and DEPARTMENT shall mutually agree on methodology of studies.
- c) Three months prior to beginning of construction, conduct traffic counts to establish references at agreed upon locations, specified in Attachment I. In addition, between the Caldecott Tunnel and I-580 traffic counts will be taken at a location each in the Westbound and Eastbound SR24 directions. Furthermore, approximately six months prior and six months after the 4th Bore is fully opened to traffic, additional traffic count will be taken. CITY and DEPARTMENT shall mutually agree on methodology of studies.

5. GENERAL TOPICS

- a) Parties have discussed and mutually agreed on the proposed conceptual planting for the PROJECT. The proposed landscaping project will commence in 2014, after the completion of the PROJECT. Refer to Attachment J.
- b) Parties have discussed and mutually agreed that removal of trees on the west side of the tunnel is required to clear the construction staging areas. Refer to Attachment K. Removed trees will be replanted, in accordance with the requirements of the resource agencies, as part of the future landscaping project addressed above. The City shall review the Final Landscaping Plan as provided in section 26.
- c) The DEPARTMENT agrees to consider the use of rubberized asphalt or comparable material in future roadway rehabilitation projects on Route 24, west of the Caldecott Tunnel, with the exception of bridge structures. The determination of the need for pavement rehabilitation is based on the DEPARTMENT'S annual maintenance inspection and testing to determine the condition of the roadway. The DEPARTMENT'S current goal is to use rubberized asphalt in all roadway rehabilitation projects where the use of this material is feasible.
- d) Any future wetland mitigation/creek restoration work that DEPARTMENT'S District 4 is required to or proposes to implement until PROJECT is operational, shall be forwarded to the CITY for its consideration as to whether the CITY may have projects that satisfy the regulatory agency requirements. If the CITY has such projects, and if the regulatory agencies approve of

such projects, then DEPARTMENT shall provide CITY funding for such projects

- e) The DEPARTMENT has held an outreach event and made available a list of opportunities to small and local businesses. In addition, the DEPARTMENT will hold future events for the local businesses to network with potential prime contractors. The DEPARTMENT is fully committed to making a good faith effort and working closely with the CITY to meet both the DEPARTMENT's and the CITY's Small Business contracting goals in the PROJECT. DEPARTMENT will periodically provide the CITY with a summary of its outreach activities and information about progress on achieving the goals.
- f) The DEPARTMENT and CITY representatives shall jointly evaluate the City Streets with the contractor two (2) weeks prior to and after the construction of the PROJECT and if deemed necessary, based upon excessive wear, shall repave the City Streets and bring the pavement conditions to pre-construction conditions at PROJECT's costs.
- g) In accordance with the PROJECT requirements for an easement to be acquired from the CITY, the CITY shall grant a permanent easement in the parcel described in Attachment L (the PARCEL), and shall consent to entry by the DEPARTMENT on the PARCEL for purposes of construction of the PROJECT. This PARCEL would otherwise be subject of a Resolution of Necessity obtained by the DEPARTMENT for the PROJECT, and if necessary, an action in eminent domain. CITY agrees that within 60 days of this Agreement, to sign the proposed Right of Way Agreement with DEPARTMENT and all other necessary transfer documents, except the grant of easement which shall be signed by October 31, 2008, accepting the DEPARTMENT'S offer of Fair Market Value for the PARCEL.

6. **PROBLEM SOLVING PROCESS/DISPUTE RESOLUTION**

- a) It is the intent of the Parties that conflicts be resolved as quickly as possible and at the lowest level possible. The DEPARTMENT and the CITY shall each designate senior-level representatives to meet and confer with the PIO, Resident Engineer (RE) and the Contractor as necessary to address specific concerns and/or complaints as they arise. The meeting shall take place within 72 hours after determining that a complaint could not be resolved by the PIO or RE, in no event later than one week after the complaint is received.

- b) If the issues cannot be resolved by the PIO/RE/Contractor and CITY REPRESENTATIVE within five (5) working days, then the issue shall be forwarded to a Senior Management Committee comprising a senior staff person from the DEPARTMENT, ACCMA, CCTA and the Director of the CITY's Community and Economic Development Agency and/or his/her designee.
- c) If the issues cannot be resolved by the Senior Management Committee within five (5) working days, then the issue shall be forwarded to an Executive Steering Committee comprising the chief executives of the DEPARTMENT'S District 04, ACCMA, CCTA and the CITY Administrator and/or his/her designees.
- d) If the issues cannot be resolved by the Executive Steering Committee within five (5) working days, then the issue shall be forwarded to a final decision making group comprising the Director of the DEPARTMENT and the Mayor of Oakland.
- e) If any of the PARTIES believe the resolution of a recurring or significant problem is time sensitive, then it may designate the issue to be a SIGNIFICANT MATTER, whereby the time responses for each step (b), (c), and (d), shall be shortened to 48 hours.
- f) The project team will proactively evaluate ways to further reduce noise, light, dust and other project-related impacts by working collaboratively with the CITY staff. The design team will be retained during construction to provide technical advice to the management group, defined in Section 6) b) above.
- g) Notwithstanding the time periods detailed above in this Section 6, if a shorter time period is expressly provided elsewhere in this AGREEMENT, the shorter time period shall prevail.

7. RELEASE AND GENERAL PROVISIONS

- a) The CITY releases and waives any and all claims, defenses, suits in law or equity, administrative proceedings or administrative action challenging or contesting State's right or authority to plan, design, construct and permanently operate the PROJECT by the DEPARTMENT arising out of or base upon any failure to conform with, or a violation of the provisions and requirements of, the California Environmental Quality Act; the National Environmental Protection Act; the federal Clean Air Act; the California Clean Air Act; and other Federal and State Environmental statutes, law, or regulations ("Environmental and Permitting Provisions"); and state

or federal transportation planning requirements including, without limitation, the legal requirements under these statutes, their implementing regulations, and any other claim based upon a claim that the DEPARTMENT has not obtained a necessary permit or approval for the PROJECT, except as provided herein.

- b) The CITY agrees that it will not institute in its own name, nor will it join with, finance or otherwise support any suits in law or equity and/or administrative proceedings or administrative actions, or claims challenging the DEPARTMENT's right or authority to plan, design, construct, or operate the PROJECT arising out of or relating to any failure to conform with, or any violation of the provisions of the Environmental and Permitting Provisions, except as provided herein.

The Parties will be released from all obligations under this AGREEMENT if the DEPARTMENT cannot construct the PROJECT, if the PROJECT is not funded, or the contract for construction is not awarded.

- 8. **NO ADMISSION OF LIABILITY OR FAULT:** The Parties acknowledge and agree that the respective performance under this AGREEMENT and the execution of this AGREEMENT are the result of compromise and are entered into in good faith and shall never for any purpose be considered an admission of liability or fault or of responsibility concerning any of the Disputes and no past or present wrongdoing on the part of any of the Parties shall be implied by such payment or execution.
- 9. **EFFECTIVE DATE:** This AGREEMENT is effective on the date indicated on page one, as the date the Parties entered into this AGREEMENT.
- 10. **CONSTRUCTION OF AGREEMENT:** This AGREEMENT is the product of negotiation and preparation by and among the Parties hereto and their respective attorneys. The Parties therefore expressly acknowledge and agree that this AGREEMENT shall not be deemed prepared or drafted by one party or another, or its attorneys, and will be construed accordingly.
- 11. **GOVERNING LAW:** This AGREEMENT shall be interpreted in accordance with and governed in all respects by the laws of the State of California, or other applicable federal statutes.
- 12. **BINDING EFFECT:** This AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors,

successors, assigns, partners, partnerships, parents, subsidiaries, joint ventures, affiliated and related entities, officers, directors, principals, agents, employees, servants, representatives and all other persons, firms, associations and/or corporations connected with them, including, without limitation, their insurers, sureties and/or attorneys.

13. **ADMISSIBILITY OF AGREEMENT:** The Parties expressly agree that this AGREEMENT does not constitute a protected communication under Evidence Code sections 1152.5 or 1123 and is admissible as evidence in any action to enforce this AGREEMENT and/or in the Action.
14. **SEVERABILITY:** If any phrase, clause, section, subsection, paragraph, subdivision, sentence, term, or provision of this AGREEMENT, or the application of any term or provision of this AGREEMENT to a particular situation, is finally found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision will remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this AGREEMENT or the application of this AGREEMENT to other situations will remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this AGREEMENT or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this AGREEMENT to carry out its intent.

15. **LIMITED SUPPLEMENTATION OF ATTACHMENTS:** Based upon the mutual consent of the parties, Attachments to this AGREEMENT may be updated, or modified within 6 months after the effective date of this AGREEMENT. Those attachments modified shall supercede the original attachment and shall be referenced by the same letter, preceded by the designation "Superceded-(date)-Attachment No.). The index to this AGREEMENT shall be amended accordingly. Notices shall be given to the parties indicated below in the notice section for all supplementation of exhibit. Consent to supplement exhibits shall not be unreasonably withheld by the Parties.
16. **COUNTERPARTS:** This AGREEMENT may be executed in counterparts, and in facsimile and/or electronic form, and all so executed, shall constitute an agreement which shall be binding upon all Parties hereto, notwithstanding that the signatures of all Parties' designated representatives do not appear on the same page.
17. **WARRANTY OF AUTHORITY:** Each person who executes this AGREEMENT on behalf of a corporation, partnership, joint venture, unincorporated association, or other entity represents and warrants to each

party hereto that he or she has the authority of the shareholders or members of said entity to do so, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

18. **LEGAL REVIEW:** Each party acknowledges that he, she, or it has had an opportunity to have, and did have, this AGREEMENT reviewed by an attorney. This AGREEMENT was drafted by the Parties, and no construction shall be construed against any party.
19. **ENTIRE AGREEMENT:** This AGREEMENT, including all signature pages attached hereto, and Attachments A through L, constitutes the entire understanding between and among the Parties with regard to the Dispute. There are no representations, warranties, agreements, arrangements, undertaking, oral or written, between or among the Parties hereto relating to the subject matter of this AGREEMENT which are not fully expressed. If there is any inconsistency between the body of this AGREEMENT and the Attachments, the body of this AGREEMENT shall govern.
20. **COOPERATION:** The Parties will work together in the spirit of good faith and cooperation to successfully implement this AGREEMENT. To the extent there are any disagreements among the Parties, including alleged violations of the AGREEMENT, the Parties will immediately raise those disagreements. Prior to initiating any legal action, the Parties will meet in good faith to attempt to resolve the disagreement, as provided in Section 6. However, any and all legal actions may be brought only if the preceding dispute resolution process has been completed.
21. **AMENDMENTS:** This AGREEMENT may be amended only by an instrument in writing signed by authorized representatives of the party against whom enforcement is sought.
22. **WAIVER:** No failure by any party to insist on the strict performance of any obligation of another party under this AGREEMENT or to exercise any right, power, or remedy arising out of a breach hereof, will constitute a waiver of such breach or of the enforcing party's right to demand strict compliance with any terms of this AGREEMENT. No acts or admissions by any party or its employees, agents or contractors, will waive any or all of the enforcing party's rights under this AGREEMENT. The Parties do not waive any of their defenses, rights, immunities, or privileges under law by this AGREEMENT, except as expressly stated in the AGREEMENT.
23. **HEADINGS:** The headings in this AGREEMENT are for reference and convenience of the parties and do not represent substantive provisions of this AGREEMENT.
24. **NOTICES:** Any notice given pursuant to this AGREEMENT will be given in writing, via facsimile or email, and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

City of Oakland:

Director, Community and Economic Development Agency
City of Oakland
250 Frank H. Ogawa Plaza, Suite 3315
Oakland, CA 94612
Attention: Dan Lindheim
Phone: (510) 238-6840
FAX: (510) 238-2226
Email: dlindheim@oaklandnet.com

Office of the Oakland City Attorney
One Frank H. Ogawa Plaza, 6th Floor
Oakland, CA 94612
Attention: Mark P. Wald
Phone: (510) 238-3540
FAX: (510) 238-6500
Email: mpwald@oaklandcityattorney.org

California Department of Transportation:

California Department of Transportation
District 4
111 Grand Avenue
Oakland, CA 94612
Attention: Cristina Ferraz, Project Manager
Phone: (510) 286-3890
FAX: (510) 286-5559
Email: Cristina_Ferraz@dot.ca.gov

California Department of Transportation
Legal Division
595 Market Street, Suite 1700
San Francisco, CA 94105
Attention: David Gossage, Deputy Chief Counsel
Phone: (415) 904-5700
FAX: (415) 904-2333
Email: David_Gossage@dot.ca.gov

Any party to this AGREEMENT may change the name or address of representatives for purpose of this Notice section by providing written notice to all other parties ten (10) business days before the change is effective.

- 25. RECITALS:** The parties agree that the Recitals to this AGREEMENT are true and correct, and comprise an integral part of the AGREEMENT.

26. **CITY'S REVIEW AND APPROVAL.** Whenever CITY is provided rights to review certain plans, reports or documents (hereafter "documents") pursuant to this settlement AGREEMENT, the following procedures shall govern:

CITY shall have ten (10) working days after receiving the written document to provide written comments or approve such documents, which approval shall not be unreasonably withheld. Failure to either approve the documents or provide written comments by the specified date means the document is deemed approved. Department shall incorporate CITY'S comments into a revised document and provide CITY ten (10) working days for review and comment on the revised document, or to approve the revised document, which approval shall not be unreasonably withheld. If CITY and DEPARTMENT cannot agree on the final document, then the Dispute Resolution Process contained in Section 6 shall be followed.

Signatures:

Date:

Name:

Title:

City of Oakland

Date:

Name: Bijan Sartipi

Title: District Director, District 4

California Department of Transportation

Approved as to form:

Date:

Mark P. Wald

Attorney for the City of Oakland

Date:

Janet Wong

Attorney for the California Department of
Transportation

ATTACHMENT A



List of Mitigation/Abatement Measures

April 18, 2008

I- PERMANENT EFFECTS

HUMAN ENVIRONMENT

Visual/Aesthetics.

- Plant vines and/or shrubs to cover or completely screen views of the new permanent soundwall;
- Design the new east and west portals with art deco features;
- Design the new Operations and Maintenance Control (OMC) building with aesthetic features and have exterior colors and textures to match the existing and new tunnel portals;
- Design the permanent soundwall and retaining walls with aesthetic features to complement the existing and new tunnel portal structures;
- Design the permanent soundwall with surface texture and stain to enhance the character of the corridor to blend with existing facilities;
- Re-vegetate areas where vegetation is removed for project construction with similar types of tree and shrub species. Areas of particular concern for re-vegetation include the hillsides surrounding the new tunnel portal and the area between State Route 24 and Caldecott Lane; and
- Replace existing oak trees in areas affected by project construction with 15-gallon size oak trees of same or approved species at a 5:1 ratio or as required by the resource agency.

PHYSICAL ENVIRONMENT

Hydrology and Floodplain

- Install new drainage facilities to convey roadway storm water and tunnel wash in same manner that currently exists;
- Divert the highway pavement runoff from east of Lake Temescal to the tunnels from the lake to a discharge point just downstream from the lake; and
- Divert tunnel wash water via a drainage-gated connection to a sanitary sewer system near the Old Tunnel Road off-ramp just before the west portal entrance.

Water Quality and Storm Water Runoff

- Grade existing slopes and provide erosion control measures on all disturbed areas;
- Utilize erosion control netting in combination with hydroseeding;
- Use other forms of sediment source control such as tacked straw when applicable; and
- Install filtration systems to treat roadway runoff after construction is completed as required by the resource agency.

Climate/Topography/Geology/Soils/Seismic

- Employ standard mitigation measures to ensure slope stability;
- Limit permanent horizontal to vertical slopes to 2:1 unless engineering analysis shows that steeper slopes are stable;
- Cover finished slopes with erosion control, providing adequate drainage at the top of the slopes to avoid sheet flow on slope face;
- Re-vegetate slopes; and
- Construct retaining walls to prevent large cuts.

Noise/Vibration

- Construct an 8-foot soundwall on top of a variable height (maximum 18-foot) earth berm, which will parallel Caldecott Lane, between Parkwoods Condominiums and Route 24.

BIOLOGICAL ENVIRONMENT

Natural Communities

- Implement avoidance and minimization efforts to ensure that the proposed project will have no impacts on California bay/Coast live oak forest;
- Seed annual grassland temporarily impacted with a native seed mix upon completion of the project;
- Re-vegetate non-native grassland areas temporarily disturbed by project construction utilizing a seed mix containing at least 50 percent native grasses; and
- If resulting cover of native grasses is less than 15 percent after two years, implement additional seeding with native grasses or planting of native bunch grass seedlings in order to increase native species cover.

Trees and Other Mature Vegetation. A Final Tree Replacement and Planting Plan will be prepared for the project. Preliminary recommendations for tree replacement include:

- Replace trees on-site, insofar as practicable. Impacts not feasibly mitigated on-site will be replaced by off-site planting and by measures intended to enhance existing off-site forests;
- Implement all planting as a separate planting contract immediately following construction of the proposed project;
- Conserve topsoil during grading operations or areas otherwise excavated, as practicable. This material will be stockpiled and specified as "select material" in the proposed project plans for reapplication on graded areas to aid in plant establishment;
- Replace oak trees using a proposed replacement ratio of 5:1, or as required by the resource agency. All other native trees with a diameter breast height (DBH) of 6 inches will be replaced at a ratio of 3:1 or as required by the resource agency;
- Provide permanent watering system for on-site replacement locations. Temporary watering would be provided for off-site replacement areas to ensure plant establishment during a three-year monitoring period. The tree replacement plan would target a 80 percent survival rate to enable replacement ratios of 2:1 to 3:1;
- Retain a qualified biologist to monitor restoration success for three years to ensure a 80 percent survival rate at the end of the third year; and
- As a near-term mitigation measure to compensate for the delay in providing mature replacement habitat, California bay and Coast live oak forest and other adjacent areas of the project will be enhanced through removal of exotic species, including acacia (*Acacia*) and broom (*Genista* spp.).

II- TEMPORARY EFFECTS

CONSTRUCTION IMPACTS

Construction Staging

- Require the contractor to comply with all Cal OSHA requirements;
- Require light fixtures to be mounted in a way to preclude glare to approaching traffic;
- Contractor will submit working drawing for construction staging area lighting for Engineer's approval ;
- Construct a temporary 1,000 foot long, 35-40 foot high sound barrier between the west portal staging area and nearby residences to the north. This wall will minimize visual-related impact related to construction and support activities outside the west portal;
- Restrict blasting to daytime hours (7AM to 7PM)
- Wet down dirt piles to mitigate the generation of dust;
- Provide wheel washes to mitigate the generation of dust and dirt;
- Sweep streets to mitigate the generation of dust and dirt; and
- Seal aggregate and cement silos to mitigate the generation of dust and dirt.

Traffic

- The Department will prepare a Traffic Management Plan (TMP) to address traffic delays during construction;
- Coordinate the preparation of the TMP with local partners to develop the necessary strategies to raise awareness and reduce traffic impacts; and
- Minimize traffic impacts during construction for special events such as the California Shakespeare Festival located on the north side of State Route 24 at the Gateway interchange during its continuous operation from May to October of every year. Should the operation of the California Shakespeare Theater change; the Department will work closely with them to minimize any traffic impacts during construction;
- Construction traffic (off-haul trucks and equipment) will be prohibited from using Tunnel Road (except between Route 13 and Caldecott Lane), Claremont Avenue and College Avenue (NOTE: MAKE SURE THIS MATCHES WITH LATEST LANGUAGE OF THE AGREEMENT);
- Construction equipment will be prohibited from parking or being staged on City of Oakland local streets. However, truck access will be allowed on Caldecott Lane; and
- Construction workers will be required to park at remote locations, not on City of Oakland local streets, and be shuttled to staging areas or to park inside the staging areas.

Water Quality

- Require the contractor to install and maintain the following water pollution control practices: temporary soil stabilization, temporary sediment control, tracking control, and wind erosion control;
- The contractor must comply with the water pollution control provisions in Section 7-1.01G of the Standard Specifications;
- Require the contractor to install fiber rolls on disturbed soil areas;
- Construct, maintain and remove temporary check dams for sediment control at locations shown on the approved SWPPP;
- Furnish, install, maintain and remove temporary silt fences for sediment control at locations shown on the approved SWPPP;
- Construct, maintain and later remove temporary drainage inlet protection for sediment control at the locations shown on the approved SWPPP;
- Require installation of Temporary Concrete Washout Facility;
- Require the contractor to construct, maintain, and later remove temporary concrete washout facilities at the locations shown on the approved Storm Water Pollution Prevention Plan (SWPPP);
- The contractor may use outlet protection and velocity dissipation devices placed at the downstream end of culverts and channels to reduce runoff velocity and control erosion and scour;
- Treatment of groundwater and non-stormwater discharge from the construction to be determined by the resource agency;
- Treat excess groundwater and discharge into an existing sanitary sewer inlet during construction, as determined by the East Bay Municipal Utility District (EBMUD); and
- Require the contractor to include a sampling and analysis plan in the SWPPP to monitor the effectiveness of the water pollution control practices.

Hazardous Waste/Materials

- Require the curing compound materials containers to conform "Title 49, Code of Federal Regulations, Hazardous Materials Regulations";
- Require the Contractor to transport explosives exceeding 450 kg to possess a valid hazardous materials transportation license, endorsed for explosives, issued by the California Highway Patrol (CCR, Title 13);
- Unpaved areas within the project limit will be sampled and tested during the design phase of the project to determine if Aerially Deposited Lead (ADL) is present;
- If ADL is present, appropriate measures to dispose of the material will be included in the construction contract documents;
- Materials found to contain lead at concentrations above those considered potentially hazardous to either human health or the environment will be handled in accordance with all local, State and Federal regulations;
- Protect against release of hazardous materials such as lead and asbestos from disturbance of adjacent soils and demolition of structures;
- Test for Aerially Deposited Lead (ADL), asbestos, and groundwater contamination during design stage, prior to construction;
- Develop and approve Worker Health and Safety Plan (WH&SP) to address hazardous material handling, storage, and disposal;

- Extract any potential contaminated groundwater according to regulatory requirements;
- Employ Best Management Practices when found; and
- Assess and manage naturally occurring hydrocarbons (e.g. tar) when found.

Air Quality

- Equip ventilation fans with filtration systems;
- Seal aggregate and cement silos; and
- Employ Diesel Risk Program of California Air Resources Board
- Implement the Department's standard specifications for construction mitigation, including measures in the state implementation plan;
- Apply water or dust palliatives to minimize or eliminate dust;
- Equip ventilation fans to limit dust emanating from the tunnel;
- Implement dust control measures to prevent dust from the jobsite from being blown into the surrounding residential area;
- Require the installation of wheel washes to limit the amount of dust and dirt onto nearby streets;
- Require that all excavation materials being hauled by trucks off site will be covered;
- Sweep streets immediately adjacent to construction sites on a regular basis
- Designate construction entrance/exit access locations and include measures to minimize the amount of mud, dirt or debris from being carried into the local streets by construction trucks and/or equipment; and
- Require the generator's engine design, materials, and workmanship to be in accordance with DEMA (Diesel Engines Manufacturer's Association) Standard Practices. Engine exhaust emissions shall meet the regulatory requirements of the Bay Area Air Quality Management District.

Noise

- Furnish, install and remove a temporary 1,000-foot long, 35-40-foot high sound barrier at the construction staging area along Caldecott Lane. This barrier will be placed to break the line of sight from the staging area to as many as possible of the adjacent residences. The barrier will incorporate sound absorbing materials to control sound build up and reflections at the construction side ;
- Require the noise level from the Contractor's operations, in the sound control period between the hours of 7pm and 7am, to be equivalent to the pre-construction sound levels;
- Require the contractor to submit a Sound Control Plan, for approval, which shall address the equipment to be used, work duration, mitigating measures, provisions to minimize impacts on the public, monitoring procedures, and contingency plans if the mitigating measures are not effective ;
- Monitor the sound level using the "American National Standard Specification for Sound Level Meters". If the levels exceed the pre-construction sound levels, the contractor will be required to modify the activity or operation that generates the noise.

- Require that in general, idling vehicles will be within the construction staging area and behind the temporary noise barrier;
- Prohibit blasting at night (7PM to 7AM).

Vibration

- Limit the peak particle velocity induced by blasting to 13 mm per second near any private off-site structures;
- Limit airblast overpressure at all residential and commercial structures to 129dBL at six Hz high pass system ;
- Monitor peak particle velocity and airblast overpressures. Construction will cease immediately if levels exceed those stated above;
- Perform photo Survey of Existing Structures - a pre and post photo survey and crack monitoring will be conducted on existing structures;
- Require monitoring to verify compliance to the above ground vibration and overpressure requirements; and
- Inform home owners of the surveyed homes on Tunnel Road, Bay Forest Road, Grizzly Terrace Drive, and Woodmont Way that are directly over the alignment of the new bore of the schedule for blasting.

Visual/Aesthetics. Avoidance and minimization measures to protect mature trees and other vegetation are listed below:

- Clear and grub of areas where maximum protection of vegetation is desirable, to occur only within excavation and embankment slope lines
- Protect vegetation outside of clearing and grubbing limits from the contractor's operations, equipment and materials storage;
- Limit tree trimming by the contractor to that required in order to provide a clear work area;
- Install high visibility protective fencing around trees prior to the commencement of tunnel construction;
- Field mark trees to be removed and obtain approval by the Engineer prior to removal
- Adjust slope lines, wherever feasible, to avoid tree removal

The following measures will be implemented to minimize construction lighting impacts:

- Portable floodlighting will be mitigated by judicious placement, aiming and shielding the fixtures away from residences, motorists, pedestrians and cyclists;
- Stipulate performance requirements for site lighting systems. By adopting relevant portions of the California State Energy Code, the Contractor will need to utilize equipment and equipment placement, which would generally result in a non-obtrusive lighting installation;
- Reduce the effects of sky glow - floodlights shall be installed with shrouds or glare visors to limit the upward distribution of light, shall be limited to aiming angles of 45 degrees above; and vertical, shall have full cutoff distribution properties or asymmetric beam spreads; and

- Mitigation measures for obtrusive brightness would include reducing the lighting level / or reducing the reflectance value of the surfaces being illuminated.

Biological Resources

- **Natural Communities**
 - Environmentally Sensitive Areas will be designated for bay and oak habitat adjacent to, and in the vicinity of the project;
 - Environmentally Sensitive Areas will fully enclose the dripline of the oaks and any limbs that need to be removed will be pruned by an arborist in accordance with arboricultural industry standards or will be performed following the direction of a qualified individual;
 - Where existing trees are to be preserved, equipment access may need to be constrained;
 - The preservation areas will be identified on the construction plans;
 - Environmentally Sensitive Area fencing will restrict vehicle and foot traffic near trees, and prohibit fueling, equipment/material storage, and placement of fill or other materials over the root zone; and
 - Native grassland communities located adjacent to the construction zone that could be affected by construction activities will be temporarily fenced off and designated as Environmentally Sensitive Area to prevent accidental intrusion of workers and equipment.
- **Trees and Other Mature Vegetation.**
 - Environmentally Sensitive Areas will be designated for bay and oak habitat adjacent to, and in the vicinity of the project site;
 - Environmentally Sensitive Areas will fully enclose the dripline of the oaks and any limbs that need to be removed will be pruned by an arborist in accordance with arboricultural industry standards or will be performed following the direction of a qualified individual;
 - Where existing trees are to be preserved, equipment access may need to be constrained; and
 - Environmentally Sensitive Area fencing will restrict vehicle and foot traffic near trees and prohibit fueling and equipment/material storage and placement of fill or other materials over the root zone.
- **Invasive Species**
 - Provide worker training;
 - Avoid sensitive communities;
 - Clean construction machinery before use on this project;
 - Clean construction machinery before use on subsequent projects in sensitive communities; and
 - Restore and re-vegetate disturbed areas after construction is complete to prevent invasive species from colonizing new areas.

Prepared by: Cristina Ferraz
 Reviewed by: Kanda Raj
 April 18, 2008

CITY OF OAKLAND – LIST OF ENHANCEMENT PROJECTS	Estimated Cost (\$2008)
<u>PHASE I PROJECT LIST:</u>	
<u>Traffic Signal Improvements</u>	
<p>Improve intersections in the project and surrounding on and off-ramp areas by installing new signals, making intersection geometric improvements, upgrading existing signals, to improve pedestrian, bicycle and vehicular access and safety. Locations include:</p> <ul style="list-style-type: none"> • Tunnel Rd/Hiller Dr/Highway 13 intersection • Caldecott Ln/Kay Overcrossing: New signal • Caldecott Lane/SR24 ramps: New signal • Broadway/Lawton: New signal • Broadway/Keith, College/Keith, College/Miles, Telegraph on/offramps: Signal upgrades 	\$2,650,000
<u>Sidewalk Improvements</u>	
<ul style="list-style-type: none"> • Tunnel Rd: Install sidewalks along Tunnel Rd between the Berkeley border and the Tunnel Rd/Hiller Dr/Highway 13 intersection as specified by the Oakland Pedestrian Master Plan. • Broadway: Install sidewalks along Broadway between Golden Gate Ave. and Kay Overcrossing as specified by the Oakland Pedestrian Master Plan. • Caldecott Lane: Install sidewalks from Parkwoods condominium to Tunnel Road. 	\$3,650,000
<u>Bicycle Improvements</u>	
<ul style="list-style-type: none"> • Tunnel Rd: Complete the bikeway between the Berkeley border and the Tunnel Rd/Hiller Dr/Highway 13 intersection as specified in the Oakland Bicycle Master Plan • Broadway/Kay Overcrossing/Caldecott Ln: Complete the bikeway between Broadway at Golden Gate Ave and Caldecott Ln at Tunnel Rd as specified in the Oakland Bicycle Master Plan • Bike route signage improvements to BART stations • High Capacity Bicycle Parking at Rockridge and MacArthur BART stations • Replacement on-street parking (i.e. bike racks) in commercial areas, i.e. College Avenue, due to citywide parking meter removal program 	\$500,000
<u>Landvale Bridge</u>	
<p>Complete an alternatives analysis of possible pedestrian and bicycle connections from the Tunnel Rd/Hiller Dr/Highway 13 intersection to the Lake Temescal Path (at Broadway). The analysis should include cost estimates for the alternatives and identify a recommended alternative, as well as potential state, regional and local funding options.</p>	\$200,000
<p>Soundwalls: At priority locations, to be identified.</p>	\$1,200,000
<u>TOTAL PHASE I PROJECTS:</u>	<u>\$8,200,000</u>

CITY OF OAKLAND - LIST OF ENHANCEMENT PROJECTS	Estimated Cost (\$2008)
<u>PHASE II PROJECT LIST</u>	
On and off ramp improvements: Improve access and safety for pedestrians, bicyclists and vehicles at all on/offramps to Highway 24, including full bike/ped actuation, ped countdown heads, signage and striping improvements, ped curb ramps, etc.	\$500,000
Bicycle safety and access improvements at the MacArthur and Rockridge BART Stations, including: <ul style="list-style-type: none"> • BART transit village on 40th St and 41st St, Emeryville border to Piedmont Ave, and W MacArthur Blvd, Highway 24 to Broadway, including median narrowing on 40th Street to accommodate bicycle lanes. 	\$500,000
Traffic Signal Transit Coordination and Synchronization Program: <ul style="list-style-type: none"> • Along Major (Transit) Corridors Interconnect and optimize for adaptive traffic signals system along Broadway, College and Claremont Avenues. Include Signal Upgrades and Transit Priority system, pedestrian access improvements, bus and/or ped bulbs, shelters, and other amenities. Collaborate with AC Transit on Line 51 Task Force recommendations. 	\$2,000,000
Soundwalls: At priority locations, to be identified.	\$1,000,000
TOTAL PHASE II PROJECTS:	\$4,000,000
GRAND TOTAL, PHASE I AND II PROJECTS:	\$12,200,000

ATTACHMENT C



CONTRA COSTA
transportation
authority

February 29, 2008

Hon. Ron Dellums, Mayor
1 Frank Ogawa Plaza
City of Oakland
Oakland, CA 94612

RE: Commitments for Funding of Requested Enhancements for the City of Oakland in Relationship to the Caldecott Tunnel Fourth Bore Project

Dear Mayor Dellums:

This letter conveys to you our understandings regarding the commitments of the Alameda County Congestion Management Agency (ACCMA) and the Contra Costa Transportation Authority (CCTA) to local enhancement projects related to the construction of the Caldecott Tunnel Fourth Bore. Specifically, ACCMA has identified funding for the requested enhancements in its long-range plan.

ACCMA has included \$2 million for the Fourth Bore in its submittal for the 2008 State Transportation Improvement Program (STIP). We expect the California Transportation Commission (CTC) to approve that funding in late May 2008. The CCTA has agreed to provide \$2 million in local Contra Costa sales tax funds as an offset to this ACCMA STIP contribution, in order to provide funding for the enhancements earlier than would be the case with STIP funding. Stated another way, ACCMA has dedicated STIP funding to the tunnel project rather than to the enhancements in exchange for CCTA sales tax funding for the enhancements.

If Caltrans and Oakland reach an agreement, the ACCMA Executive Director will request that the ACCMA Board adopt, at its March 27, 2008 meeting, a resolution pre-committing up to an additional \$6 million for enhancements, for inclusion in the 2010 and 2012 STIP cycles. Should the timing of the balance of the enhancements become critical to facilitate traffic handling or related issues during construction of the Fourth Bore project, the CCTA Executive Director commits to present to the CCTA Board a request to advance up to an additional \$2 million against the STIP commitments made by ACCMA.

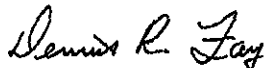
The ACCMA long-range transportation plan includes a countywide program of \$10 million for retrofit soundwalls in Alameda County. Based on the Route 24 soundwall studies that will be completed by Caltrans, and criteria and processes developed at ACCMA, qualifying retrofit soundwalls in the Route 24 corridor will be considered as candidates competing for funding from that program.

The additional Caldecott Corridor enhancements (\$6 million) and the Alameda County soundwall program (\$10 million) have been proposed for incorporation in the Metropolitan Transportation Commission's update of its regional transportation plan, expected to be complete in 2009. If included by MTC, projects would be eligible for funding in the 2010 and later STIP cycles, subject to the completion of the necessary studies.

There are several detailed matters that need to be worked out with the City of Oakland, if there is agreement between the City and Caltrans. These matters include what entity will implement the enhancements or soundwall projects and how those entities are reimbursed for costs. These details can be worked out following an agreement between Caltrans and the City.

If we can provide any further information on our intentions, please contact us.

Sincerely,

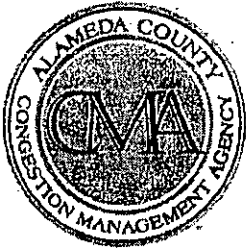


Dennis Fay
Executive Director
Alameda County Congestion
Management Agency



Robert K. McCleary
Executive Director
Contra Costa Transportation Authority

Cc Bijan Sartipi, Caltrans



ALAMEDA COUNTY
CONGESTION MANAGEMENT AGENCY

1333 BROADWAY, SUITE 220 • OAKLAND, CA 94612 • PHONE: (510) 836-2560 • FAX: (510) 836-2185
E-MAIL: nmail@accma.ca.gov • WEB SITE: accma.ca.gov

**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
RESOLUTION 08-006**

**STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP)
COMMITMENT TO ROUTE 24 CORRIDOR ENHANCEMENTS**

AC Tranel
Director
Greg Harper

Alameda County
Supervisors
Kate McCoy
Scott Hagarty
Dave

City of Alameda
Mayor
Barney Johnson

City of Albany
Councilmember
Fred Jaramal

BART
Director
Thomas Block

City of Berkeley
Councilmember
Kris Westington

City of Dublin
Mayor
Janet Lockhart

City of Emeryville
Vice Mayor
Ruth Allen

City of Fremont
Vice Mayor
Robert Wachowski

City of Hayward
Mayor
Michael Sweeney

City of Livermore
Mayor
Marshall Karpava

City of Newark
Councilmember
Les Peltan

City of Oakland
Councilmember
Lary Platt

City of Piedmont
Councilmember
John Chang

City of Pleasanton
Mayor
Jesse P. Peggiman

City of San Leandro
Councilmember
Jayce R. Hernandez

City of Union City
Mayor
Mark Oser
Vice Mayor

Executive Director
Dennis R. Fay

WHEREAS, SB 45 (Chapter 622, Statutes 1997) substantially revised the process for estimating the amount of state and federal funds available for transportation projects in the state and for appropriating and allocating the available funds to these projects; and

WHEREAS, as part of this process, the Alameda County Congestion Management Agency (ACCMA) is responsible for programming projects eligible for Regional Improvement Program funds, pursuant to Government Code Section 14527(a), for inclusion in the Regional Transportation Improvement Program, and submission to the Metropolitan Transportation Commission (MTC) and then to the California Transportation Commission (CTC), for inclusion in the State Transportation Improvement Program (STIP); and

WHEREAS, the ACCMA has included \$8 million in its 25-year Countywide Transportation Plan for enhancements along and in the vicinity of the Route 24 Corridor in Oakland associated with the Caldecott Tunnel 4th Bore project; and

WHEREAS, the ACCMA included the first \$2 million for the Route 24 Corridor in its submittal for the 2008 STIP, expected to be adopted by the CTC in late May 2008; and

WHEREAS, the Contra Costa Transportation Authority (CCTA) has agreed to swap the \$2 million in 2008 STIP funding with its local sales tax funding in order to expedite delivery of the enhancements; and

WHEREAS, the Route 24 Corridor enhancements have been proposed by the ACCMA for the MTC's update of its regional transportation plan, expected to be complete in 2009; and

WHEREAS, the City of Oakland has identified a tentative package of enhancements to be funded with the above-referenced \$8 million in ACCMA's 25-year Countywide Transportation Plan; and

WHEREAS, the City of Oakland and Caltrans have entered a tolling agreement regarding the environmental document for the Caldecott Tunnel 4th Bore project; and

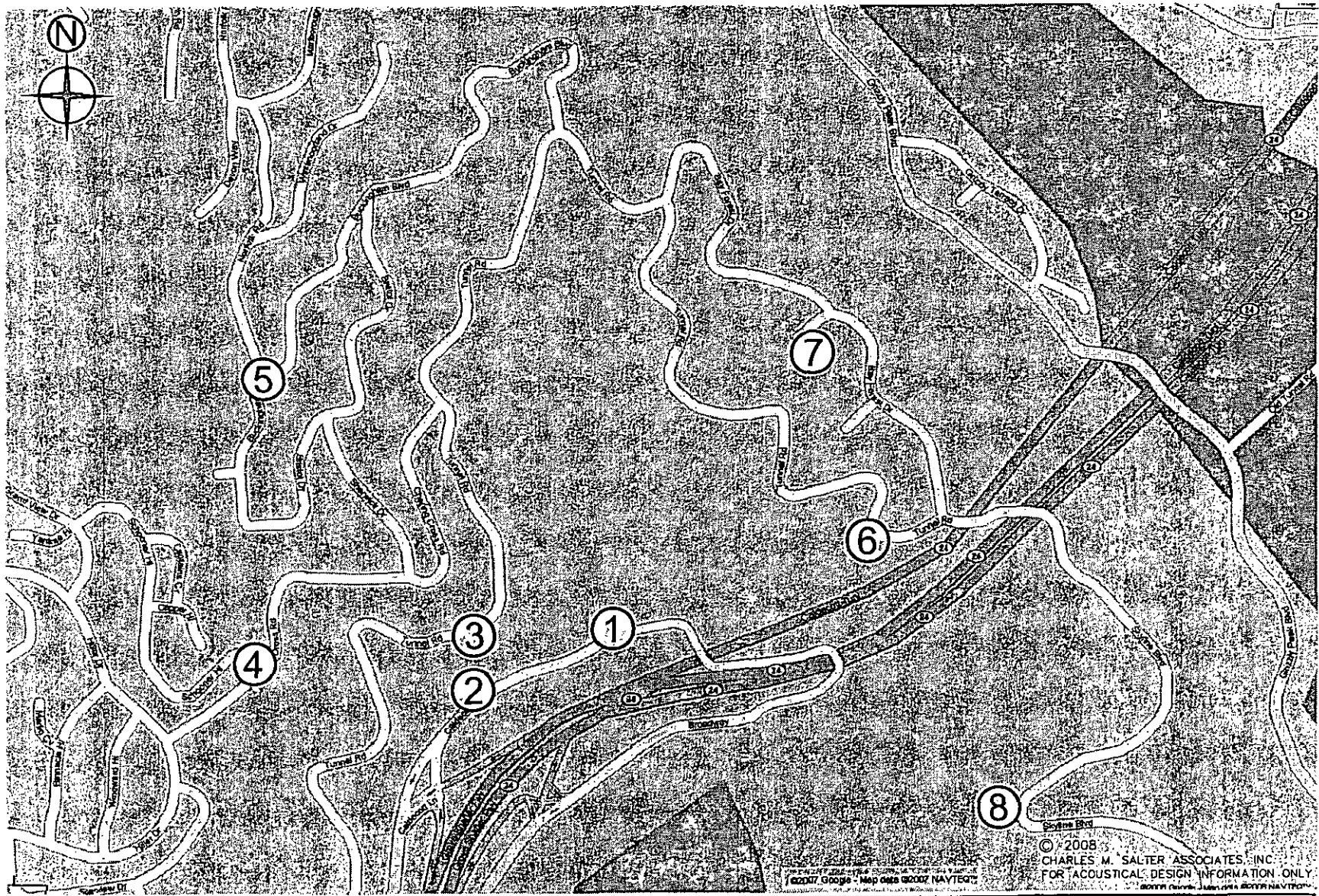
WHEREAS, the City of Oakland and Caltrans are developing a settlement agreement regarding said environmental document, expected to be finalized in mid May 2008; and

ATTACHMENT E

Caldecott Improvement Project City of Oakland/California Department of Transportation

The measurement locations, chosen near noise-sensitive receptors relating to nighttime construction activities, are listed below and shown in *Figure E-1*:

1. Along the north side of Caldecott Lane, on an unnumbered light pole nearest the entrance to the Parkwoods Condominiums.
2. Along the north side of Caldecott Lane, approximately 370 feet west of Location 1, near two other condominium buildings on light pole No. 05521.
3. Along the south side of Tunnel Road, elevated above and to the north of the aforementioned condominiums on light pole No. N4252.
4. Along the north side of Charring Cross Road at Schooner Hill on light pole No. A9707.
5. Along the south side of Buckingham Boulevard at Norfolk Road on light pole No. N4231.
6. Along the south side of Tunnel Road near the south end of Bay Forest Drive, elevated above and northeast of the west portal of the Caldecott Tunnel, on light pole No. N4311.
7. Along the southwest side of Bay Forest Court, on light pole No. A2985.
8. Along the west side of Skyline Boulevard, south of Highway 24 on light pole No. N4409 (mounted above label to avoid shielding effects of driveway for 5895 Skyline Blvd.).



CALDECOTT IMPROVEMENT PROJECT
 AMBIENT NOISE MEASUREMENT LOCATIONS
 (CONSTRUCTION-RELATED)

FIGURE E-1

CSA#
 06-0013

JLD/RDW
 05.28.08

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

ATTACHMENT F

**TRANSPORTATION
MANAGEMENT
PLAN**



*On State Route 24,
From SR-13 in Alameda County to
Gateway Boulevard in Contra Costa County
EA No. 294901*

**PROJECT DEVELOPMENT - EAST
OFFICE OF DESIGN, CONTRA COSTA
DISTRICT 4**

**This report was prepared by Candace Kosior and
initially reviewed by DTM TMP Coordinator,
Shein Lin.**

**The Public Awareness Program Section was
prepared by Cristina Ferraz, Project Manager
Revised May 30, 2008**

1.0 PROJECT DESCRIPTION

1.1 Project Description

The Caldecott Tunnel consists of two bores constructed in 1937 and a third bore, north of the original two, built in 1964. The tunnel bores connect Alameda County and Contra Costa County via State Route 24.

The proposed project is to construct a fourth bore for the Caldecott Tunnel north of the existing third bore on State Route 24 (SR-24) in Alameda and Contra Costa Counties between State Route 13 (SR-13) in Oakland and Gateway Boulevard in Orinda. Refer to *Appendix A, Vicinity Map*. Caltrans will be responsible for construction administration of the project. The purpose of the project is to reduce congestion and enhance safety along the SR-24 corridor.

The preferred alternative is a two-lane tunnel north of the existing bores (Alternative 2N). The cost for 2N is \$420 million. The typical cross section of the proposed tunnel would be two 3.66-m (12-ft) lanes, south 0.61-m (2-ft) shoulder, north 3.05-m (10-ft) shoulder, north minimum 0.6-m (1.97-ft) curb and south minimum 1.0-m (3.28-ft) emergency walkway for a minimum tunnel width of 12.58 m (41.25 ft) and a tunnel length of 1,036 m (3,399 ft). On the west (Oakland) side of the tunnel traffic exiting the new bore would pass underneath the existing maintenance access bridge and conform to the existing freeway grade approximately 180 m (591 ft) west of the existing tunnel portal. Additionally, the on-ramp from westbound SR-24 to northbound SR-13 would be moved to provide increased westbound SR-24 weaving distance from 93 m (305.1) to 386 m (1266.4 ft) between Caldecott Lane on-ramp and SR-13 on ramp.

This alternative includes electrical substations proposed to be located at the portals behind the facade walls and jet fan ventilation systems. A noise barrier consisting of a combination berm and sound wall will also be required on the west (Oakland) side of the tunnel. This will consist of a 2.4 m (8 ft) high, 161 m (528 ft) long sound wall on top of a berm. This wall would be located 15.5 m to 17 m (51 ft to 56 ft) from the edge of the traveled way of the westbound off-ramp to Caldecott Lane. The height of the top of the berm would vary from 1 m to 5.5 m (3.3 ft to 18 ft) relative to the grade of the off ramp. Existing utilities along the corridor, such as electrical and storm drains will be relocated. The 2N alternative requires realignment of eastbound SR-24 west of bores 1 and 2 to improve traffic flow into the tunnel. The project includes a new Operations Maintenance and Control (OMC) building, which will replace the existing OMC building that is not expected to remain functional following the design seismic event. The project includes improvements to the Kay/Caldecott Lane intersection by providing a right turn lane, and a traffic light at the Broadway/Caldecott Lane intersection. Ramp metering equipment will be installed at NB SR-13 to EB SR-24, Broadway to EB SR-24 and widening at the ramp meter limit line, Fish Ranch Rd. to EB and WB SR-24, Gate Way Blvd. to EB and WB SR-24 and monitoring stations at the Fish Ranch Rd. and Caldecott Lane on-ramps to WB SR-24. Pavement rehabilitation will occur in the vicinity of the existing "pop ups" at each end of the tunnel.

The 2N alternative will require emergency cross passages or emergency exits as required by the National Fire Protection Association standards (NFPA 502). Section 7.16.7 of the NFPA addresses the use of cross passages in lieu of emergency exits and section 7.16.7 states that cross passages shall be spaced no

farther than 200m (656 ft) apart. Seven cross passages would be constructed between the new bore and the third bore spaced at approximately 120 m (394 ft) intervals (except to the ones adjacent to the east and west portals). These passages would provide upgraded emergency egress facilities for the third bore. Connection of the cross passages into the third bore will require lane closures.

On the east (Orinda) side of the tunnel the ramp on westbound SR-24 at Fish Ranch Road would be slightly realigned to accommodate the proposed fourth bore and the eastbound on-ramp will be widened so that the merging distance is standard.

This alternative would require the construction of six retaining walls along SR-24. Retaining wall number 1W (RW# 1W) at the north side of the west portal cut will be 13.8 m (45 ft) long with maximum height of 5.62 m (18.4 ft) from finish grade. Retaining wall number 2W (RW# 2W) at the north side of the west portal cut, adjacent to RW# 1W, will be 27.6 m (90.5 ft) long with maximum height of 12.71 m (41.7 ft) from finish grade. Retaining wall number 3W (RW# 3W) at the south side of the west portal cut will be 20 m (65.6 ft) long with maximum height of 7.86 m (25.8 ft) from finish grade. Retaining wall number 1E (RW# 1E) at the north side of the east portal cut will be 286.3 m (939 ft) long with maximum height of 7.57 m (24.8 ft) from finish grade. Retaining wall number 2E (RW# 2E) at the north side of the east portal cut will be 83.9 m (275.2 ft) long with maximum height of 1.5 m (4.9 ft) from finish grade. Retaining wall number 3E (RW# 3E) at the south side of the east portal cut will be 13.45 m (44.12 ft) long with maximum height of 7.6 m (24.9 ft) from finish grade. The dimensions of these walls are subject to some change during final design to accommodate alignment adjustments, tie-ins to temporary portal area wall and wall type.

While the current portal structures house ventilation equipment and/or system control, the new portal structures for the fourth bore would not need to house ventilation equipment or system control since the ventilation system for the new bore will consist of jet fans located within the tunnel and the control and monitoring systems will be connected to the new control room. The portal would be used as a visual screen to hide a new electrical equipment building and substation on the west side and another substation on the east side. The portal structure on the west side would be constructed on the cut and cover portion of the new tunnel. It would consist of a west wall that would be architecturally treated and a north and south retaining wall. An access road would be constructed to connect the portal structure to the existing road along the west side of the existing OMC building. Another access road would be constructed at the east portal, utilizing the existing road over the third bore, to connect the substation to Fish Ranch Road. The portal structure at the east side would also be constructed on the cut and cover portion of the tunnel. It would consist of an east wall that is architecturally treated and north and south sidewalls.

The Department has designated SR-24 as an emergency lifeline route to be used in disaster response activities. Under Caltrans criteria, a lifeline transportation route:

- Allows emergency relief access to and through the affected region;
- Connects major population centers within the affected region;
- Serves as the most effective of several routes for emergency relief access;
- Provides direct or nearby access to and from major emergency supply centers;

- Links various modes of transportation; and
- Provides access to major traffic distribution center.

Lifeline routes require project specific design criteria for each component along the route that are consistent with the performance requirements of the specific lifeline route and thus Alternative 2N will be designed to meet the performance criteria for a lifeline route.

Existing Traffic Management System (TMS) elements adjacent to the project limits include the following:

- Traffic monitoring stations.
- Microwave Vehicle Detection System (MVDS) is located near the 3rd bore West Portal, and will be relocated prior to the start of the project.
- Changeable message signs (CMS).
- Extinguishable message Signs (EMS) located at the eastbound Broadway off ramp in Oakland and the westbound Fish Ranch Rd off Ramp in Orinda.
- Close circuit television (CCTV) located at the westbound Caldecott Lane off ramp in Oakland and the westbound Fish Ranch Road off ramp in Orinda.
- Highway Advisory Radio (HAR) is located the eastbound Fish Ranch Road onramp in Orinda.

These existing and relocated TMS elements will not be affected, and will remain functional during construction.

The cost for the 2-lane north preferred alternative (Alternative 2N) is \$420,000,000 (80 percentile confidence), which includes \$250,000,000 for construction (in 2008 dollars), \$800,000 for Right of Way Acquisition and Utilities, and the rest for PA&ED, PS&E, Construction Support, Design Allowance, Risk Contingency, Construction Contract Contingency, and Escalation. These costs represent a schedule that starts construction in mid-2009 with completion in late 2013/early 2014. The current funding sources for this project includes the Transportation Congestion Relief Program (TCRP), State Transportation Improvement Program (STIP), Contra Costa County Sales Tax Measure J (RM-J), Regional Measure-2 (RM-2), Federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA LU) Program and Corridor Management Improvement Account (CMIA) which is funded by the infrastructure bond which passed on November 7, 2006. It is funded under the New Facilities HE-14 Program. This project has been assigned the Project Development Category 3 because it involves widening of an existing freeway.

2.0 TRANSPORTATION MANAGEMENT PLAN SUMMARY

During the construction of the Fourth Bore of the Caldecott Tunnel, lane, shoulder, ramp, and tunnel closures will be performed in accordance with lane and tunnel closure recommendations of the District

Highway Operation Branch. Lane closures will be required for shoulder widening, installation of k-rail, removal of existing three beam barrier, removal of tunnel pop up system components, construction of a concrete median barrier, and relocation of sign structures on both directions of SR-24. Bore 3 will require a minimum of 89 tunnel closures for construction of the 7 emergency cross tunnel passages, installation of emergency message signs, and structural section work on both approaches to the tunnel. Bore 3 cross tunnel passage construction work includes passage breakthrough, finish work, utility modifications, and curb/gutter work. Traffic control and cones will be utilized for the third bore closures, with WB SR-24 traffic being directed to Bore 2. Bore 2 will require a minimum of one weekend tunnel closure for the replacement of structural section on the west approach. A separate weekend closure will be required for the WB SR-24 to NB SR-13 ramp. The following on and off ramps will require closure for either AC overlay, ramp realignment and conform to existing, or installation of ramp metering underground detectors: Westbound (WB) and Eastbound (EB) Gateway Blvd. on-ramps, WB and EB Fish Ranch Road on and off ramps, NB SR-13 to EB SR-24 Connector, EB Broadway on and off ramps, and WB Caldecott Lane/Tunnel Road on and off ramps. *Refer to Appendix B, Lane Closure Charts.*

The Transportation Management Plan (TMP) is a specialized program tailored to prevent and mitigate the impacts of a construction project by applying a variety of techniques including *Motorist Information, Incident Management, Construction Strategies, and Public Information Strategies*. The major objectives of the TMP are to maintain efficient and safe movement of vehicles through the construction zone; and to provide intensive public awareness of potential impacts on SR-24 and nearest streets.

The TMP proposes a program of public information, motorist information, and an incident detection and response. The public awareness program, described in more detail in Section 3.4 of this document, will consist of public informational meetings, elected official briefings, news articles, stakeholder meetings, mass mailings, press releases, construction advisory e-blasts, a project website, and telephone call-in number. The motorist information program will notify drivers of freeway closures and detours using changeable message signs and ground-mounted signs. The incident detection and response program will initiate a roving tow truck patrol that will alert the California Highway Patrol to accidents under the COZEEP program.

2.1 Table 1: Roles and Responsibilities

	Transportation Management Measure	Responsible Entity	Purpose	Comments
1	COZEEP	CHP and Caltrans	Increase CHP presence during freeway closures	Included in PS&E
2	Ground Mounted Signs	Caltrans	Provide warning information to motorists.	Included in PS&E
3	Changeable Message Signs (CMS)	Contractor	Install portable CMS's announcing delays, detours, and upcoming construction. Message content and deployment supervised by RE.	Included in PS&E
4	Notification to Impacted Groups	Caltrans/Contractor	Establish detour routes, signing, truck routes.	Included in PS&E
5	Press releases, public meetings, construction advisory emails	Caltrans	Provide project and construction information through media.	No additional cost
6	Telephone Call In Number	Caltrans	Provide construction information and take comments/complaints from callers.	No additional cost if included under communication strategy for the Caldecott Improvement Project
7	Project Website	Caltrans	Provide consistent updates of on-going construction work.	No additional cost if included under communication strategy for the Caldecott Improvement Project

3.0 TRANSPORTATION MANAGEMENT PLAN STRATEGIES

This section describes possible TMP strategies to mitigate construction-related traffic delays. The TMP strategies are of a general nature and mitigate the overall level of congestion. The strategies are grouped into four broad transportation management strategies:

- Motorist Information strategies
- Incident Management
- Construction Strategies
- Public Awareness Strategies

Transportation management strategies that require action by the contractor are described briefly in the TMP and presented in detail in the Contract Specifications. Transportation management strategies that are to be implemented by Caltrans appear only in the TMP and are not included in the Contract Specifications.

3.1 Motorist Information Strategies

The motorist information system provides advance notice regarding potential delays and/or available detours during construction throughout the project zone. The strategies include two measures: Changeable Message Signs (CMS), and Ground Mounted Signs.

3.1.1 Changeable Message Signs (CMS)

The function of Changeable Message Signs (CMS) is to alert drivers to changing travel conditions in the construction zone, such as congestion and detours, and improve their opportunity to change routes or adjust travel plans. CMS's can also be used to announce upcoming freeway or ramp closures. Messages should conform to Caltrans guidelines. For example, CMS use should be limited to real-time conditions such as an ongoing freeway closure. For advance notice of ramp closures and other events, it is recommended that a standard sign package be used. The Project Construction Manager (CM) is responsible for monitoring message content and CMS deployment. At least one portable CMS should be utilized for every lane closure or ramp closure. When traffic is detoured, additional CMS's shall be provided.

3.1.2 Ground Mounted Signs

Ground Mounted construction and warning signs provide information about immediate road hazards to motorists. Construction staff will provide input regarding numbers of signs needed.

3.2 Incident Management

The incident detection and response system includes the Construction Zone Enhanced Enforcement Program (COZEEP).

3.2.1 Construction Zone Enhanced Enforcement Program (COZEEP)

The program involves continuous presence of the California Highway Patrol (CHP) in the construction zone, provides enforcement of speed restriction, and speed incident response.

It is recommended that a COZEEP program be established for the entire construction period. During lane and tunnel closures, CHP officers should be stationed at the beginning of detours. Enhanced enforcement would most likely be used during lane, tunnel, and ramp closures but could be invoked at other times at the discretion of the CM.

3.3 Construction Strategies

Construction strategies are implemented for all projects. One of the primary considerations in planning and staging construction projects is to minimize the impact of the construction activity on traffic circulation. The manner in which construction is staged is the first strategy employed to minimize disruption to traffic through the construction zone and of adjacent neighborhoods. One key feature of stage construction is scheduling work to minimize impacts to traffic, and another is the provision of alternate routes. These are accomplished by scheduling all work requiring lane closures to off-peak times, and by providing clearly marked detours whenever the freeway, local streets or freeway ramps are closed. In addition, the construction contract documents will prohibit freeway closures and construction activity during heavy travel periods.

The Contractor shall submit a written schedule of planned closures by noon Monday for the following week period, defined as Friday noon through the following Friday noon. The closure schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the RE. Closure scheduled submitted to the RE with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of the planned closure. Approval or denial of amendments to the Closure Schedule will be at the discretion of the RE.

The contractor shall confirm, in writing, scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following day.

In addition, the project 'contract general conditions and agreement' section includes liquidated damages from contractors if schedule slippage occurs. If project work extends beyond the hours specified in the approved Lane Closure Charts, the general traffic delay caused by the late closure would be increased.

Other controls on contractor operations to reduce construction-related congestion, like detour management, are written into the construction contract documents.

3.3.1 Stage Construction and Traffic Handling--Refer to Appendices B, C, and D

Construction will be split into three separate contracts:

Contract 1. Construct WB SR-24 off ramp to NB SR-13.

Potential lane closures for Project 1 comprise:

1. WB SR-24 to NB SR-13 ramp closure, as permitted by *Lane Closure Chart No. 15, Appendix B*, for the placement and removal of k-rail. The approximate duration of night closures, subject to the contractors scheduling, is 7 nights. In addition, a full weekend closure will occur for one weekend for tie in to the existing ramp. For the weekend hours when ramp may be completely closed see *Lane Closure Chart No. 15a, Appendix B*. For the night and weekend closures, ramp traffic will be detoured. Refer to *Detour Plan No. 12, Appendix B*.

Contract 2. Construct widening at Caldecott Lane and Kay Road intersection, and install signal at Kay Overcrossing and Broadway.

Potential lane closures for Project 2 comprise:

1. Flagging on Caldecott Lane and Kay Road for the placement/removal of k-rail for the construction of the widening. The approximate duration of flagging, subject to the contractors scheduling, is 1 day.
2. Flagging and lane closure by daytime coning on Broadway and Kay Road for the placement of traffic signal equipment. The approximate duration of flagging/coning, subject to the contractors scheduling, is 1 day.

Contract 3. Construct tunnel project. Construction of the tunnel project will be carried out in three stages. Stage 2 will have 2 phases. Stage 3 will also have 2 phases.

Stage 1 work: (Refer to "Stage Construction and Traffic Handling Plan, Stage 1" Sheets SC-1 through SC-6, Appendix C.

- Construct temporary sound wall at Caldecott Lane
- Construct staging areas at east and west portals.
- Construct retaining walls.
- Construct widening and island reconstruction at EB Broadway on ramp.
- Construct widening at EB Fish Ranch Road (Old Tunnel Road) on-ramp.
- Construct the Operations, Maintenance and Control (OMC) building and provide temporary trailer for Maintenance staff.
- Construct OMC parking.
- Construct shoulder widening at existing WB Bore 3 approach on the Orinda side.

Potential lane closures during this stage comprise:

1. Limited daytime flagging at Caldecott Lane for transporting construction equipment to the west portal staging area.
2. SR-24 mainline lane(s)/shoulder closures, as permitted by *Lane Closure Charts No. 1 and No. 2, Appendix B*, for placement of temporary k-rail around the perimeter of the east and west portal staging areas, and adjacent to the shoulder widening at WB Bore 3 approach in Orinda. The approximate duration of night/shoulder closures, subject to the contractors scheduling, is 7 nights. No detours required.
3. WB Fish Ranch Road on-ramp, for the construction of retaining wall #1E, as permitted by *Lane Closure Chart No. 7, Appendix B*. The approximate duration of night closures, subject to the contractors scheduling, is 7 nights. Ramp traffic will be detoured. Refer to *Detour Plan No. 1, Appendix B*.

4. EB Fish Ranch Road (Old Tunnel Road) on-ramp, for placement and removal of temporary k-rail, widening, paving, and striping, as permitted by *Lane Closure Chart No. 8, Appendix B*. The approximate duration of night closures, subject to the contractors scheduling, is 7 nights. Ramp traffic will be detoured. Refer to *Detour Plan No. 4, Appendix B*.
5. EB Tunnel Road/Frontage Road on-ramp (last EB-24 on-ramp prior to Bore 1 and 2 entrances) for placement and removal of temporary k-rail, widening, paving, striping, and island reconstruction as permitted by *Lane Closure Chart No. 12a, Appendix B*. The approximate duration of night closures, subject to the contractors scheduling, is 4 nights. Ramp traffic will be detoured. Refer to *Detour Plan No. 13 Appendix B*.
6. Existing 3rd bore for the placement of temporary k-rail, shoulder widening, paving, and striping, at the Bore 3 approach in Orinda, as permitted by *Lane Closure Charts No 4, Appendix B*. The approximate duration of night closures, subject to the contractors scheduling, is 7 nights. No detours required. WB Bore 3 traffic will be directed to Bore 2
7. WB Caldecott Lane/Tunnel Road off ramp, as permitted by *Lane Closure Chart No. 13, Appendix B*. The ramp may be closed when tunnel excavated material is off-hauled at nights, provided the contractor meets the Project Noise Criteria. There will be advance signing to warn of the Caldecott off ramp closure, but Caltrans policy dictates no detour plans for off ramp closures. It is anticipated that WB SR-24 traffic will exit at the next off ramp. Parkwoods Condominium and other Caldecott Lane residents will be able to access Tunnel Road/Caldecott Lane by taking the WB-24 to NB-13 off ramp (Tunnel Road/Ashby Ave), turning right at the signal light onto Tunnel Road, and proceeding to Caldecott Lane.

Stage 2, Phase 1, work: (Refer to "Stage Construction and Traffic Handling Plan, Stage 2, Phase 1" Sheets SC-7 through SC-13, Appendix C.)

- Construct tunnel and cross passages, and east and west portal cut and cover structures. Various construction related vehicles (such as material delivery trucks, haul trucks, and personnel vehicles) would access both portals. Access to the east portal from SR-24 in westbound and eastbound directions will be via Fish Ranch Road and Old Tunnel Road respectively. The on and off ramps are adjacent to the construction staging areas and the local roads are not located in residential areas. Access to the west portal from westbound SR-24 will be via the Caldecott Lane exit, located adjacent to the staging area. Access from EB SR-24 will be via the Tunnel Road off-ramp to the Broadway frontage road. Vehicles will exit the highway, turn right on Broadway, travel southwest approximately 300 meters, cross over SR-24 on the Kay Street Bridge, turn right onto Caldecott Lane, and travel northeast approximately 300 meters to the staging area.

Disposal of excavated material and deliveries of cement and aggregate for the concrete batch plant will be among the most significant contributors to construction traffic. It is estimated that during the top heading excavation approximately 30 truck trips per day will be required at each portal for a period of 14 months. The bench excavation and initial support will require approximately 80 truck trips per day at each portal for 7 months. Cross passage final lining will require approximately 30 truck trips per day for 6 months and is expected to be staged from the east portal. In addition to these quantities, regular deliveries of other materials can be expected to require up to 5 trucks per day at both portals. Off hauling of excavated material will be limited to daytime only. It is anticipated that there will be an average of 10 truck trips per hour during daylight hours on SR24. Workers will not be allowed to park on City of Oakland Streets. Workers will be shuttled to the jobsite.

- Construct the two substation buildings.
- Construct ramp widening at WB Caldecott Lane on ramp.
- Construct ramp modification at WB Fish Ranch Road on ramp.
- Construct MVP at various locations.
- Construct portal structures.
- Construct lanes and shoulders at both ends of new 4th bore tunnel.

Potential lane closures during this phase comprise:

1. Existing 3rd Bore, as permitted by *Lane Closure Chart No 4, Appendix B*, for the construction of the 3rd Bore cross tunnel passages and 3rd Bore overhead signs. WB Bore 3 traffic in Orinda will be directed to Bore 2. Construction of the cross passages between the 3rd and 4th Bores will require closures of the 3rd Bore. Rock dowels will be installed from the 3rd Bore around the crown of each of the cross passage profiles to the completion of excavation. Cuts will be made in the 3rd Bore concrete lining to install a frame around the cross passage opening. The cross passage opening will then be broken through and the cross passage final lining installed. It is anticipated that the set-up, demolition, and reconstruction at each cross passage break through will require approximately 10 night closures of the 3rd Bore for approximately 6 hours per closure. Consequently, 7 cross passages will require approximately 70 night closures, subject to contractor scheduling. Additionally, 5 overhead signs will be installed in the 3rd bore requiring approximately 5 night closures.
2. WB Fish Ranch Road on-ramp to SR-24, as permitted by *Lane Closure Chart No. 7, Appendix B*, for the construction of the ramp modification. The approximate duration of night closures, subject to the contractors scheduling, is 7 nights. Depending on the contractors scheduling and construction methods, a weekend ramp closure may be necessary to tie in the realigned portion of the ramp to the existing roadway, as permitted by *Lane Closure Chart No. 7a*. Ramp traffic will be detoured. Refer to *Detour Plan No. 1, Appendix B*.
3. WB Caldecott Lane/Tunnel Road off ramp, as permitted by *Lane Closure Chart No. 13, Appendix B*, for widening, paving, and striping. The approximate duration of night closures, subject to the contractors scheduling, is 7 nights. There will be advance signing to warn of the Caldecott off ramp closure, but Caltrans policy dictates no detour plans for off ramp closures. It is anticipated that WB SR-24 traffic will exit at the next off ramp. Parkwoods Condominium and other Caldecott Lane residents will be able to access Tunnel Road/Caldecott Lane by taking the WB-24 to NB-13 off ramp (Tunnel Road/Ashby Ave), turning right at the signal light onto Tunnel Road, and proceeding to Caldecott Lane.
4. SR-24 mainline lane(s) or shoulder closures as permitted by *Lane Closure Charts No. 1 and No. 2, Appendix B*, for MVP construction. The approximate duration of daytime shoulder/and or nighttime lane closures, subject to the contractors scheduling, is 7 days/and or nights. No detours required.

Stage 2, Phase 2, Work: (Refer to "Stage Construction and Traffic Handling Plan, Stage 2, Phase 1" Sheets SC-14 through SC-17, Appendix C.)

- Remove temporary sound wall at Caldecott Lane.
- Construct berm and permanent sound wall at Caldecott Lane.
- Construct gore paving at various locations.

- Construct new structural section between "2M" and "A7" lines.
- Provide architectural treatment to all retaining walls.

Potential lane closures during this phase comprise:

1. Daytime flagging at Caldecott Lane for removal of the temporary sound wall. The approximate duration of the flagging, subject to the contractors scheduling, is 7 days.
2. SR-24 mainline lane(s), as permitted by *Lane Closure Charts No. 1 and No. 2, Appendix B*, for gore paving at various locations. The approximate duration of night closures, subject to the contractors scheduling, is 7 nights. No detours required.
3. Existing 3rd Bore, as permitted by *Lane Closure Chart No 4, Appendix B*, for the placement /removal of k-rail, construction of new structural section, paving, and striping between "2M" and "A7" lines in Orinda. The approximate duration of night closures, subject to the contractors scheduling, is 7 nights. WB Bore 3 traffic in Orinda will be directed to Bore 2.

Stage 3, Phase 1, Work: (Refer to "Stage Construction and Traffic Handling Plan, Stage 3, Phase 1" Sheet SC-18, Appendix C.)

- Remove existing concrete island and construct new structural section near 3rd bore portal (west side, between Bore 2 and Bore 3).

Potential lane closures during this phase comprise:

1. Full closure of Bore 2 OR Bore 3, as permitted by *Lane Closure Charts No. 3 and No. 4, Appendix B*, for setting up/removal of k-rail and temporary crash cushions, removal of existing concrete island, and construction of new structural section near the 3rd portal. The approximate duration of night closures, subject to the contractors scheduling, is 7 nights. Since it is not the practice of the Caltrans tunnel Maintenance Crew to close single lanes in the bores, work must be staged so access is from one side of the concrete island at a time, either Bore 2 or Bore 3. No detours required. When work on the concrete island is done from the Bore 3 side, WB 24 traffic from Orinda will be directed to Bore 2. When work is done from the Bore 2 side of the concrete island, EB 24 traffic will be directed to Bore 1.

Stage 3, Phase 2, Work: (Refer to "Stage Construction and Traffic Handling Plan, Stage 3, Phase 1" Sheet SC-18, Appendix C.)

- Open 4th Bore to traffic.
- Construct median barrier on both sides of the tunnel.
- Realign and pave existing EB Bore No. 2 approach.
- Overlay Caldecott Lane, including on and off ramps.
- Remove concrete barrier between bore's 1 and 2 from "EP" 29+70 to 31+53.
- Groove existing and new concrete pavement as shown on layout plans.
- Remove existing ramp pavement at WB Fish Ranch Road on ramp

Potential lane closures during this phase comprise:

1. SR-24 mainline lane(s), as permitted by *Lane Closure Charts No. 1 and No. 2, Appendix B*, for setting up/removal of k-rail for median barrier construction. The approximate duration of night closures, subject to the contractors scheduling, is 7 nights. No detours required.

2. Weekend Bore 2 closure, as permitted by *Lane Closure Chart No. 3*, if approved, for the demolition of existing pavement, realignment, paving, grooving, and striping of the EB Bore 2 approach. The duration of construction for this activity will be for one weekend only. EB SR-24 traffic will be directed through Bore 1. A Public Awareness Campaign will be in place. Additional Traffic Management Plan measures for the single weekend closure are outlined in *Appendix I*.
3. WB Caldecott Lane on and off ramps, as permitted by *Lane Closure Charts 13, 13a, 14, and 14a, Appendix B*, for overlay of the ramps. The approximate duration of night closures, subject to the contractors scheduling, is 2 nights. Depending on the contractor scheduling and construction methods, a full weekend closure of the WB Caldecott Lane On and off ramps may take place, as permitted by *Lane Closure Charts 13a and 14a, Appendix B*. The Caldecott Lane on ramp to WB SR-24 traffic will be detoured. Refer to *Detour Plan No. 8, Appendix B*. There will be advance signing to warn of the off ramp closure, but Caltrans policy dictates no detour plans for off ramp closures. It is anticipated that WB SR-24 traffic will exit at the next off ramp. Parkwoods Condominium and other Caldecott Lane residents will be able to access Tunnel Road/Caldecott Lane by taking the WB-24 to NB-13 (Tunnel Road/Ashby Ave) off ramp, turning right at the signal light onto Tunnel Road, and proceeding to Caldecott Lane..
4. SR-24 mainline lane(s), as permitted by *Lane Closure Charts No. 1 and No. 2, Appendix B*, for the removal of concrete barrier between Bore 1 and 2. The approximate duration of night closures, subject to the contractors scheduling, is 1 night. No detours required.
5. SR-24 mainline lane(s), as permitted by *Lane Closure Charts No. 1 and No. 2, Appendix B*, for grooving of existing and new concrete pavement. The approximate duration of night closures, subject to the contractors scheduling, is 14 nights. No detours required.
6. WB Fish Ranch on ramp, as permitted by *Lane Closure Chart No. 7, Appendix B*, for the removal of existing ramp pavement. The approximate duration of night closures, subject to the contractors scheduling, is 4 nights. Depending on the contractors scheduling and construction methods, a weekend ramp closure may be deemed necessary for the removal the existing ramp pavement, as permitted by *Lane Closure Chart No. 7a*. Ramp traffic will be detoured. Refer to *Detour Plan No. 1, Appendix B*.

Other potential lane/ramp closures during construction:

1. NB SR-13 to EB SR-24 connector ramp, as permitted by *Lane Closure Chart No. 16, Appendix B*, for installation of ramp metering underground detectors. The approximate duration of night closures, subject to the contractors scheduling, is 1 night. Ramp traffic will be detoured. Refer to *Detour Plan No. 11, Appendix B*.
2. Gateway Boulevard on ramp to EB SR-24, as permitted by *Lane Closure Chart No. 9, Appendix B*, for the installation of ramp metering underground detectors. The approximate duration of night closures, subject to the contractors scheduling, is 1 night. Ramp traffic will be detoured. Refer to *Detour Plan No. 5, Appendix B*.
3. Gateway Boulevard on ramp to WB SR-24, as permitted by *Lane Closure Chart No. 5, Appendix B*, for the installation of ramp metering underground detectors. The approximate duration of night closures, subject to the contractors scheduling, is 1 night. Ramp traffic will be detoured. Refer to *Detour Plan No. 2, Appendix B*.

3.4 Public Awareness Program

3.4.1 Goals. The Department of Transportation (Department) and its local partners are committed to providing thorough, well-timed public information and agency coordination during the 4 ½ year construction period of the fourth bore of the Caldecott Tunnel. The primary goals of the public awareness program are:

- To keep the public and the various local and regional agencies aware of construction activities and traffic impacts, given SR-24 is a major transportation corridor in the Bay Area
- To provide timely information to the general public and elected officials and other stakeholders on construction schedule and progress of the project.

3.4.2 Stakeholders. The primary stakeholders are the following:

- Residents living in the vicinity of the construction site (ie: Parkwoods Condominium and residents along Caldecott Lane)
- Residents, elected officials, staff and transportation committees of cities along the SR-24 corridor - Oakland, Orinda, Lafayette, Walnut Creek
- Residents, elected officials, staff and transportation committees of other cities – Moraga and Berkeley
- Regional Transportation Agencies – Contra Costa Transportation Agency (CCTA) and Alameda County Congestion Management Agency (ACCMA)
- Traveling Public
- Emergency Services
- Permitting Agencies – Water Quality Control Board, US-Fish and Wildlife Service, etc.
- Shakespeare Theater staff and patrons
- Others to be identified.

Roles and Responsibilities.

- The Department along with its regional partners – CCTA, Ala CCMA and the cities of Oakland and Orinda, will establish an Outreach Task Force to provide general guidance and direction to the team regarding development and implementation of the public awareness program.
- The Project Manager (PM) will ensure that the public awareness program is clearly understood by team members and that strategies are properly implemented prior and during construction.
- A Public Information Officer (PIO) will be assigned, prior to construction start, to be the focal point to disseminate all construction information to the various stakeholders. The PIO will inform the stakeholders and the media, all major elements of the construction activities.
The PIO will be providing real-time information to the stakeholders.
- The Resident Engineer (RE) will be providing up to date construction-related information to the PIO on the progress of the work, mitigation strategies implemented on-site; monitoring of mitigation strategies, modifications/adjustments to strategies and any other relevant information that will help the PIO to accurately inform the stakeholders of the progress of the work and the mitigation strategies that are in place. The RE will also be responsible for ensuring that mitigation/abatement/minimization requirements are implemented and monitored, in accordance with the contract documents and Mitigation Monitoring Plan.
- The Contractor will be responsible for the implementation and monitoring of the mitigation/abatement/minimization requirements shown in the contract documents.

3.4.3. Strategies.

- The PM, PIO and RE will be meeting, prior to construction start, with representatives from the cities listed in Section 3.4.2 to discuss the various construction activities, order of work, as well as construction effects and proposed mitigation and monitoring plan. Input from the cities representatives regarding public informational meetings will be requested.
- The PIO to create a standard operating procedure for conducting public affairs for the project, as well as guidance on responding to the media and public. Procedure and guidance to be concurred by the Outreach Task Force.
- The PIO will set public informational meetings a couple of months prior to construction start. Informational meetings will allow the project team to communicate with the stakeholders about the construction activities that will take place and the mitigation measures that will be implemented and monitored during construction to minimize/abate/avoid impacts.
- PIO to distribute mass mailing and emails using already created mailing/email database to invite the stakeholders to the public informational meetings.
- PM, PIO and RE to make presentations/provide briefings to elected officials, city staff and transportation agencies and committees on an as-needed basis.
- PIO to create and distribute press releases and media packets in order to disseminate information about the project.
- PIO to write informational articles and notices for inclusion in newsletters of Orinda (*The Orinda Way* and the *Orinda News*), Lafayette (*Vistas*), and Moraga (*Town Crier*).
- PIO to take the lead on arranging tours of the construction site.
- RE/Contractor to use changeable message signs and advisory signs as needed to inform the general public of any closures.
- RE/Contractor to install construction sign showing the information telephone line number.
- RE/PIO to prepare a Communication Plan, defining the line of communication and including names/phone numbers of individuals that will be contacted in case of emergency.
- PIO to set up a telephone information line, to be active prior to construction start. The information line will allow the public to leave comments, voice a concern and ask questions, and will have messages that will be prepared announcing the following events:
 - Start of construction
 - Tunnel closures
 - Ramp closures
 - Lane closures
 - Tunnel Opening
 - Other Events as needed.
- PIO to be responsible for updating the information line and responding to all calls/e-mails in a timely manner. Messages will be reviewed once each workday. Target for response is within two workdays. All inquiries/complaints to be logged and tracked to ensure that responses were given to all inquiries. *Refer to Appendix E as an example*
- PIO to generate a monthly chart showing the type and number of complaints. *Refer to Appendix F as an example.*
- PIO to establish web pages for the public to learn about the project, ask questions, and submit comments. The project website may include detour maps, weekly updates of construction activities, a contact page with response time of two work days, and links to the websites of the cities of Oakland, Orinda, Lafayette, Moraga, Berkeley, Walnut Creek and 511.org.

- PIO to ensure that updated traffic information is posted on the www.511.org site to notify the stakeholders about real-time traffic conditions.
- PIO to circulate periodic construction advisory e-blasts alerting the community about anticipated construction impacts or closures.

3.5 Contingency Plan

The Contract Special Provisions require the Contractor to prepare contingency plans for approval by the RE for all closures to address specific actions that will be taken to restore or minimize impact on traffic when the congestion or delay exceeds original estimates due to unforeseen events such as work-zone accidents, higher than predicted traffic demand, or delayed lane closures. The contingency plan will include, but will not be limited to the following:

- Extra flashing arrow traffic control signs shall be on the construction site during tunnel, lane, shoulder, or ramp closures.
- Extra portable CMS signs shall be on the construction site during tunnel, lane, shoulder, or ramp closures.
- The RE or the Engineers' field representatives shall have appropriate communication equipment and procedures to be used to communicate between each other during the entire construction period, especially during emergency events.
- Times at which the Contractor and the Engineers field representatives will meet at the site during work to review the actual work process, forecast the point at which work will have to be stopped in order to open the tunnel, lane, shoulder, or ramp to public traffic on time, to coordinate cessation of work, and to coordinate the beginning of lane closure pick-up with traffic control personnel.
- Additional COZEEP shall be requested in case of unexpected congestion during closures.
- The contractor shall be required to submit a traffic control plan at least one week prior to any lane, ramp, shoulder, or tunnel closure. The traffic control plan shall contain a detailed contingency plan to ensure opening of the freeway by a designated time.
- During construction activities requiring lane, ramp, shoulder, or tunnel closures the contractor shall provide appropriate personnel to monitor activities and make decisions regarding activation of contingency plans.
- As soon as it becomes evident during any construction activity that it will not be possible to complete such activity and remove the closure at the designated time, that activity shall be halted and postponed until a later date.
- The contingency plan shall identify key operational decision points with a timeline listing the expected completion time of each critical path activity.
- Clearly defined trigger points shall be identified with each critical path activity to establish when the contingency plan will be activated.
- The plan will list and describe any and all standby equipment and secondary material suppliers available to complete the operations in the event of equipment failure, unexpected loss of material, or unexpected uselessness of material.
- A decision tree with clearly defined lines of communication and authority shall be provided in the contingency plan.
- The names, telephone numbers, and pager number of the Contractor's Project Manager, Caltrans Resident Engineer and/or Construction Inspector, CHP Area Commander, and other applicable personnel shall be provided.

4.0 APPENDICES

Appendix A	Vicinity Map
Appendix B	Lane Closure Charts/Detour Plans dated January 18, 2008 and February 21, 2008.
Appendix C	Stage Construction Plans and Traffic Handling Plans (95% Set of Plans)
Appendix D	Construction Area Signs Plans and Detour Plans (95% Set of Plans)
Appendix E	Sample of an Inquiries/Complaint Log
Appendix F	Sample of an Inquiries/Complaint Chart
Appendix G	Communication Plan
Appendix H	Traffic Management Plan for Bore 2 weekend closure.

Note: The TMP is a living document. Appendices B, C, D, G, and H are subject to change coinciding with future revisions made to the project plans and specifications between the 95% and 100% phases.

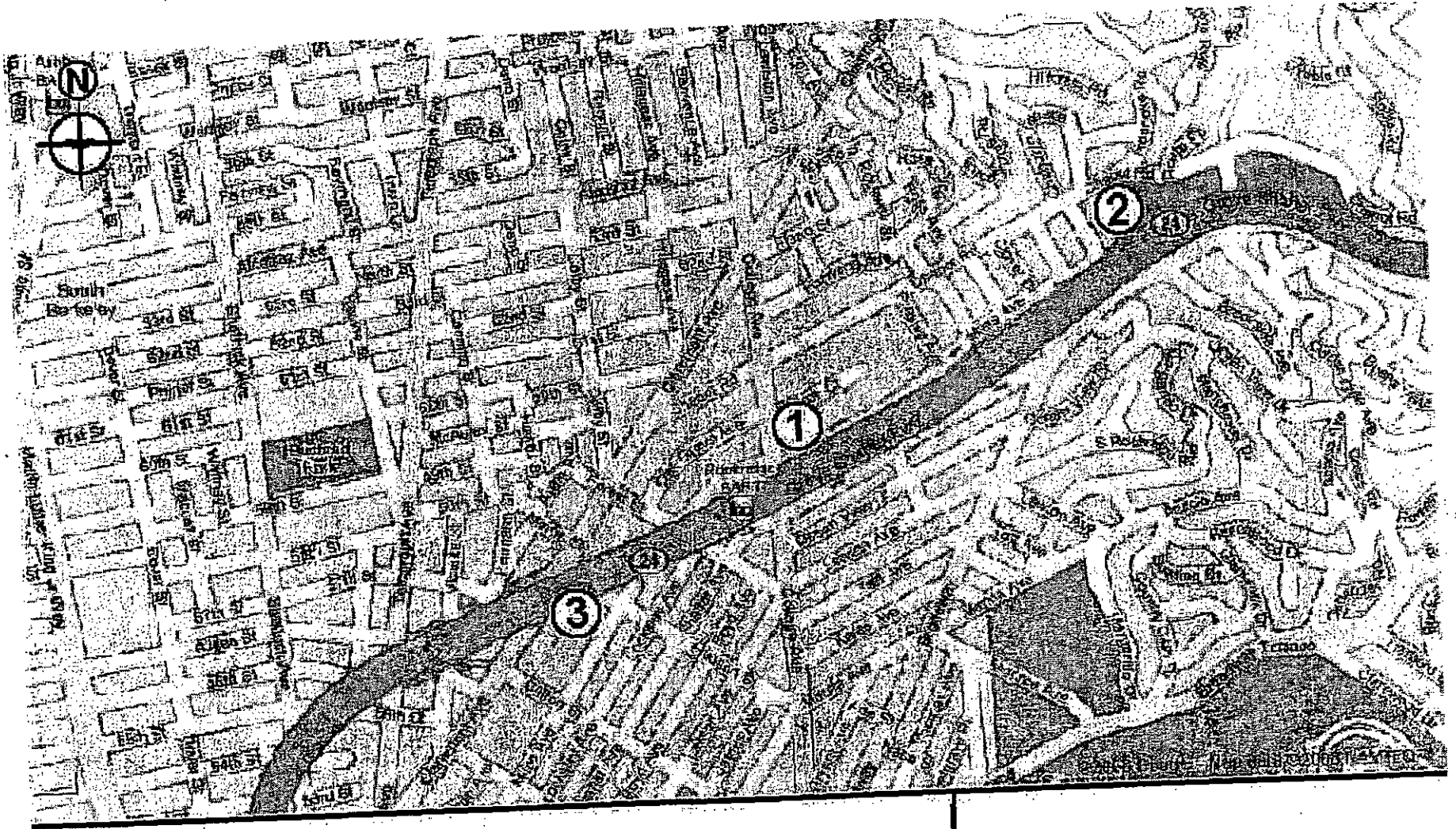
ATTACHMENT G

Caldecott Improvement Project City of Oakland/ California Department of Transportation

Locations for Air Quality Monitoring

The air quality monitoring locations, chosen for reference measurement/ analysis prior to and after the 4th Bore is opened to traffic, are listed below and shown on *Figure G-1*:

1. Claremont Middle School
2. Chabot Elementary School
3. Frog Park



CALDECOTT IMPROVEMENT PROJECT
AIR QUALITY
MONITORING LOCATIONS

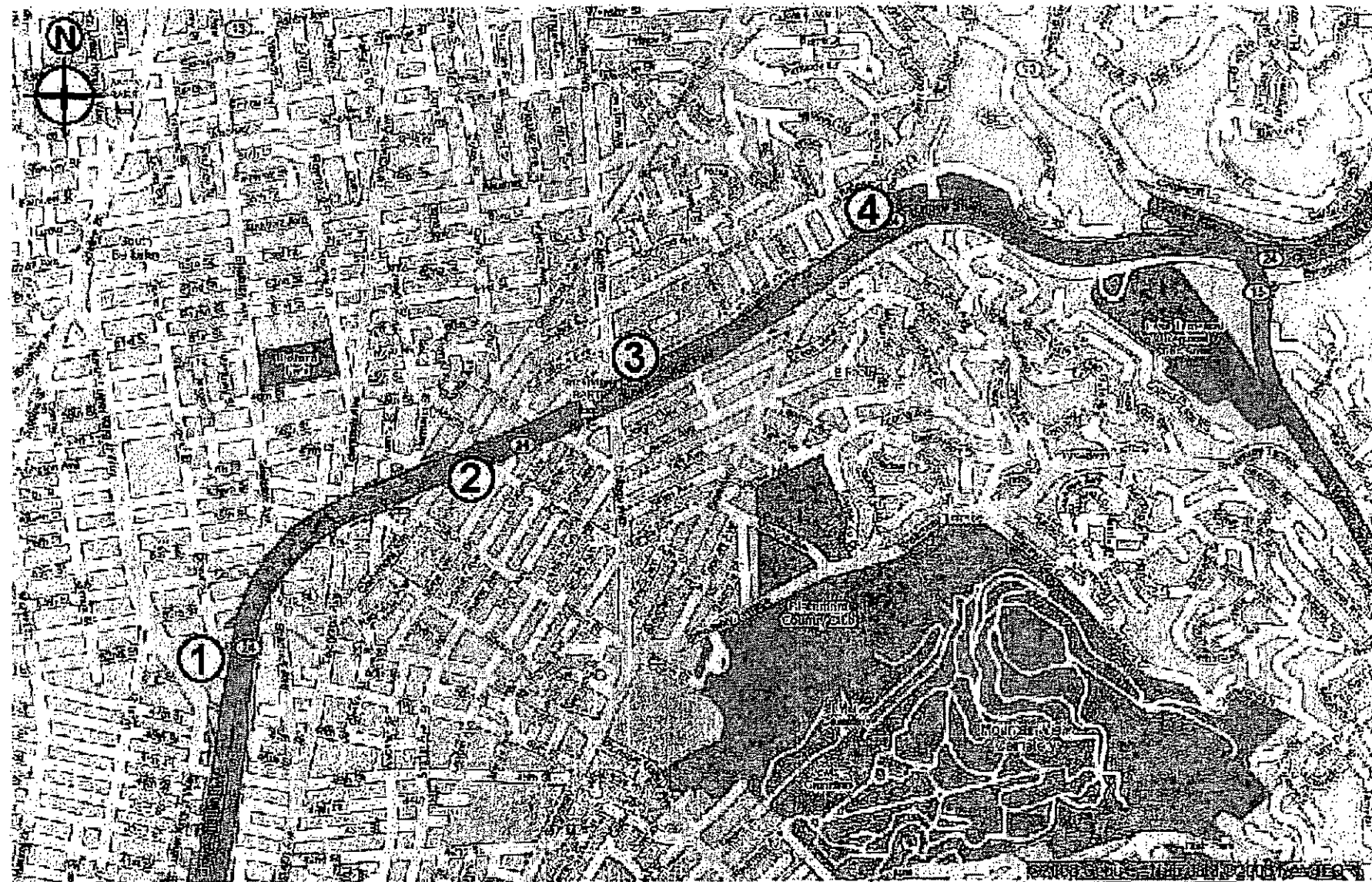
FIGURE G-1

Caldecott Improvement Project
City of Oakland/California Department of Transportation

Locations for Noise Monitoring

The ambient noise monitoring locations, chosen for reference measurement/analysis prior to and after the 4th Bore is opened to traffic, are listed below and shown on *Figure H-1*:

1. Children's Hospital
2. Frog Park
3. Claremont Middle School
4. Chabot Elementary School/ Chabot Park



CALDECOTT IMPROVEMENT PROJECT
AMBIENT NOISE
MONITORING LOCATIONS

FIGURE H-1

Caldecott Improvement Project
City of Oakland/ California Department of Transportation

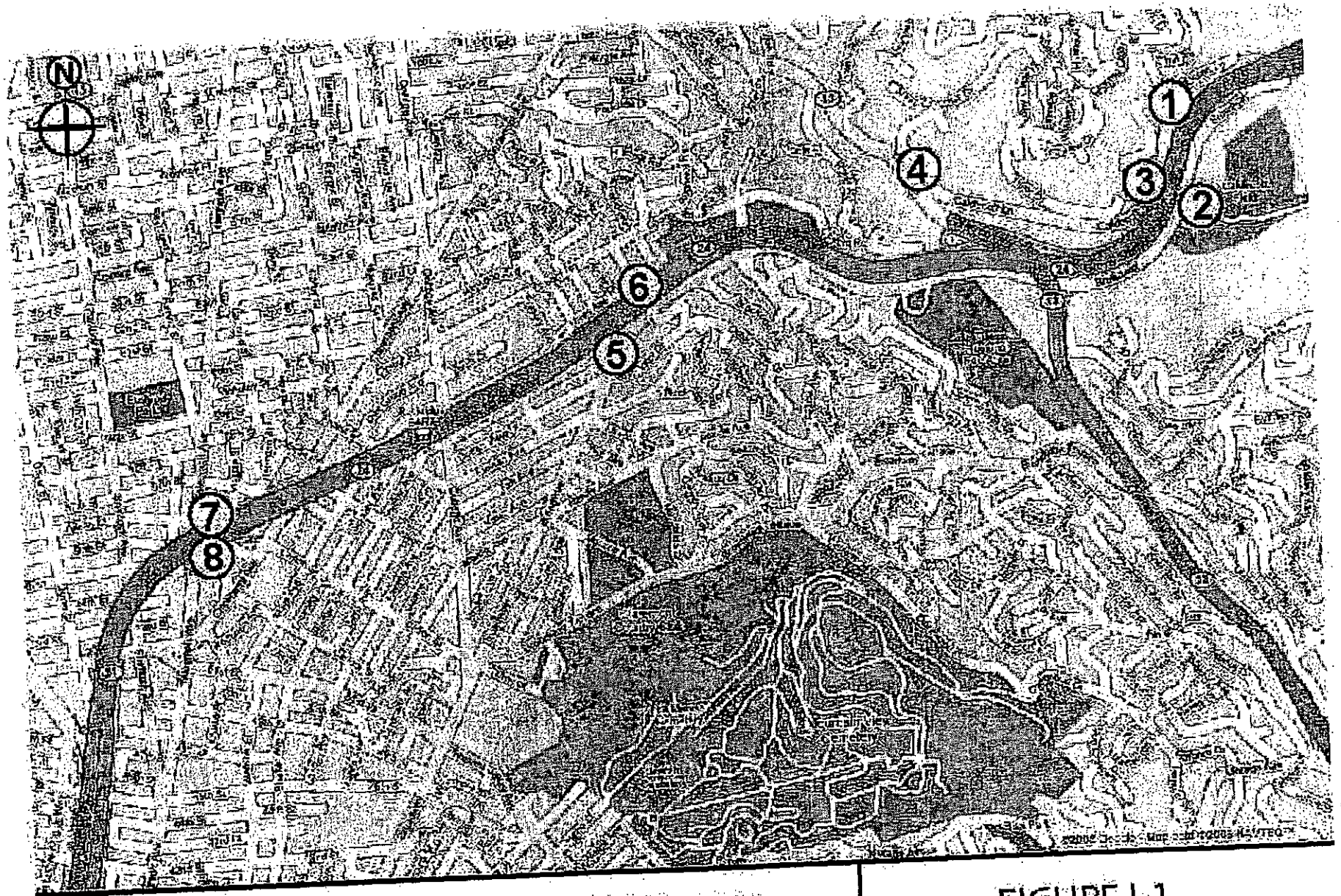
Locations for Traffic Monitoring

The traffic monitoring locations, chosen for reference measurement/ analysis prior to and after the 4th Bore is opened to traffic, are listed below and shown on *Figure I-1*:

1. Caldecott Lane/ SR 24 WB Ramps intersection
2. Broadway/ Kay Overcrossing intersection
3. Caldecott Lane/ Kay Overcrossing intersection
4. Tunnel Road/ Hiller Drive/ SR 13 intersection
5. Broadway/ Keith Avenue intersection

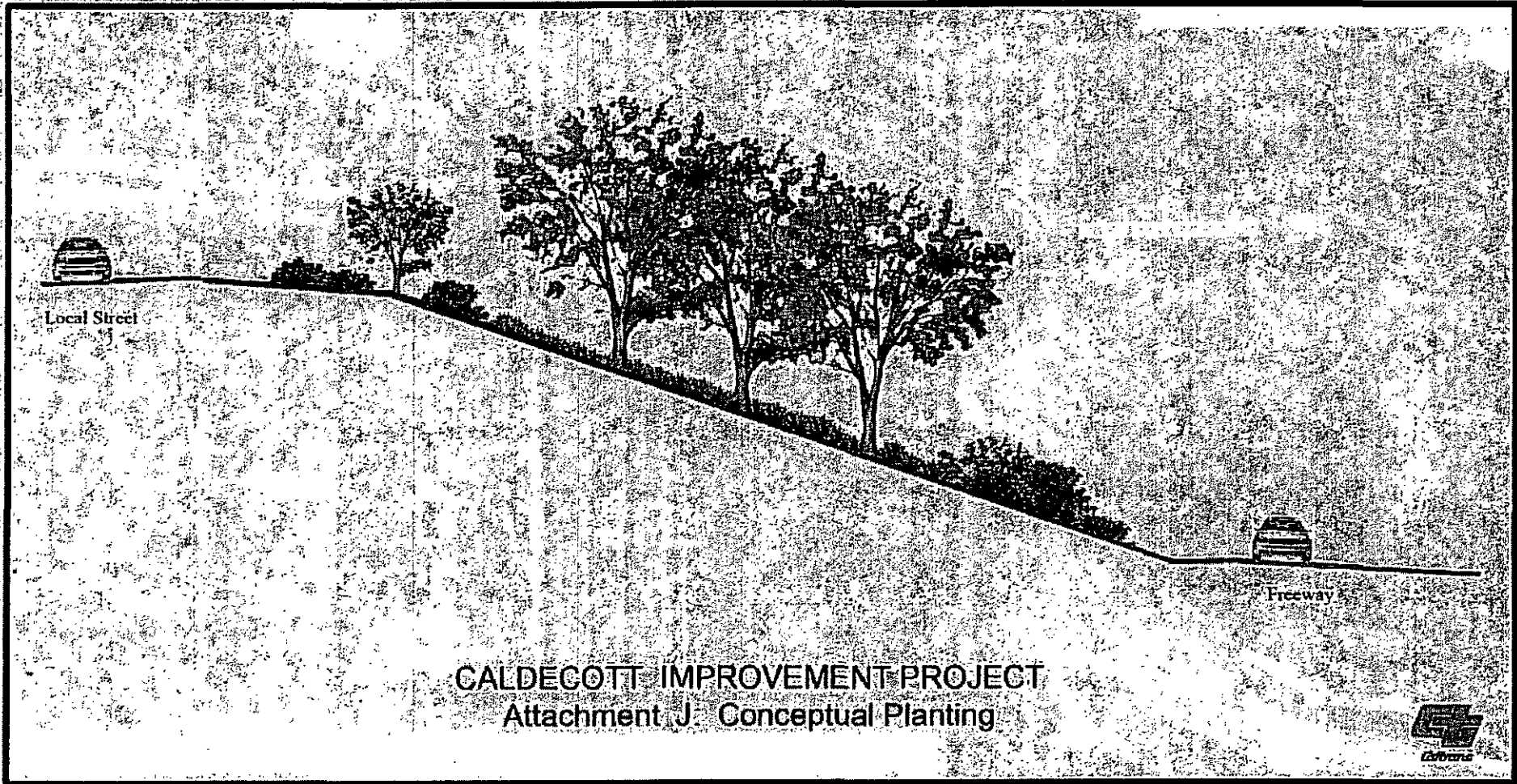
If detour plans #6 and #8 (as of the latest TMP dated January 2008) are to remain, where freeway traffic is detoured to City streets that are currently congested during peak periods, the following locations should also be included in the monitoring program:

6. Broadway/ Miles Avenue intersection
7. SR 24 WB Offramp/ Telegraph Avenue intersection
8. SR 24 EB Onramp/ Telegraph Avenue intersection



CALDECOTT IMPROVEMENT PROJECT
TRAFFIC MONITORING LOCATIONS

FIGURE I-1



CALDECOTT IMPROVEMENT PROJECT
Attachment J: Conceptual Planting



LEGEND

Caltrans Right-of-Way
Proposed Landscaping

Tree Planting Area
(Location Not Yet Determined)



CALDECOTT IMPROVEMENT PROJECT

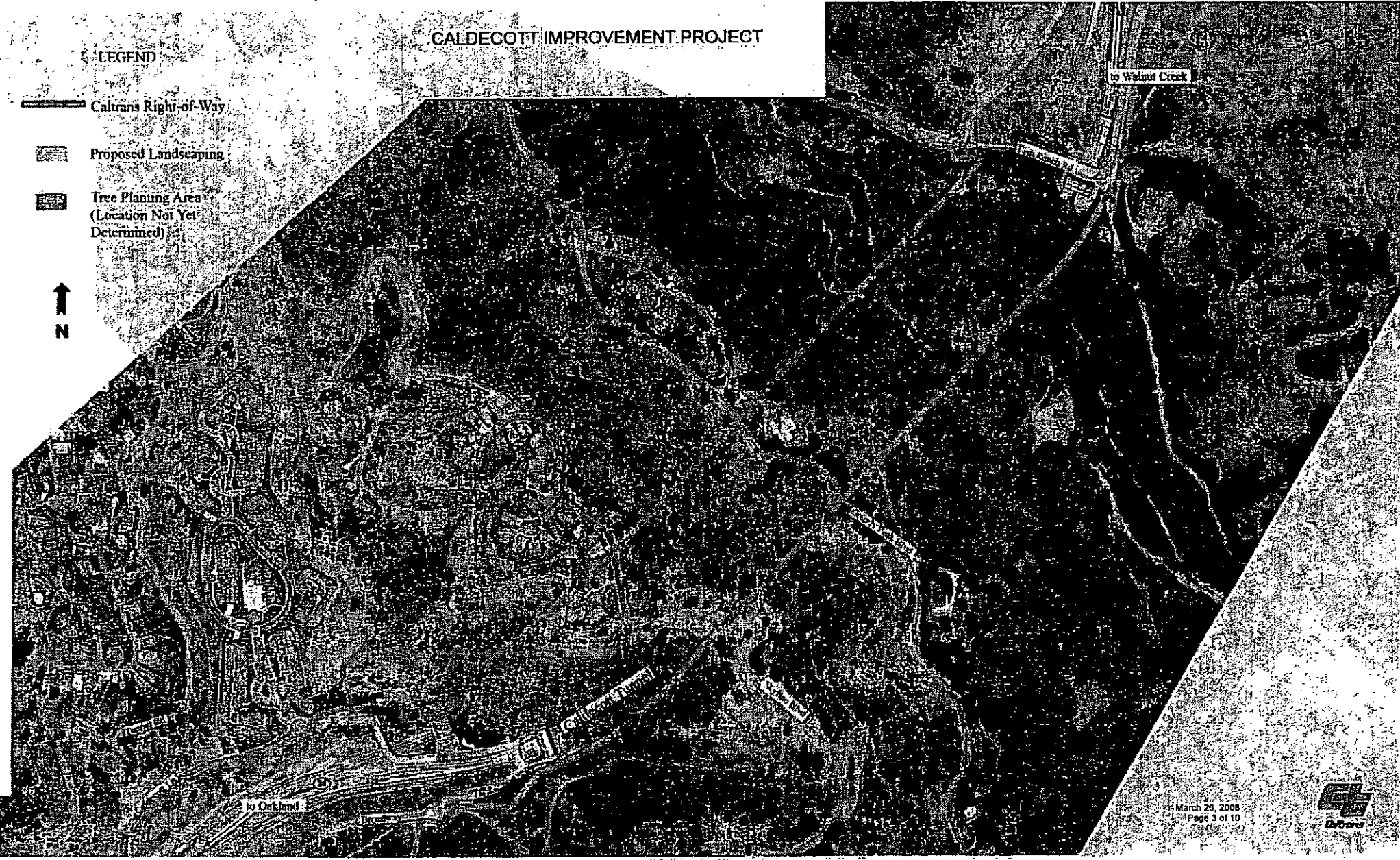
March 28, 2008
Page 2 of 10






CALDECOTT IMPROVEMENT PROJECT

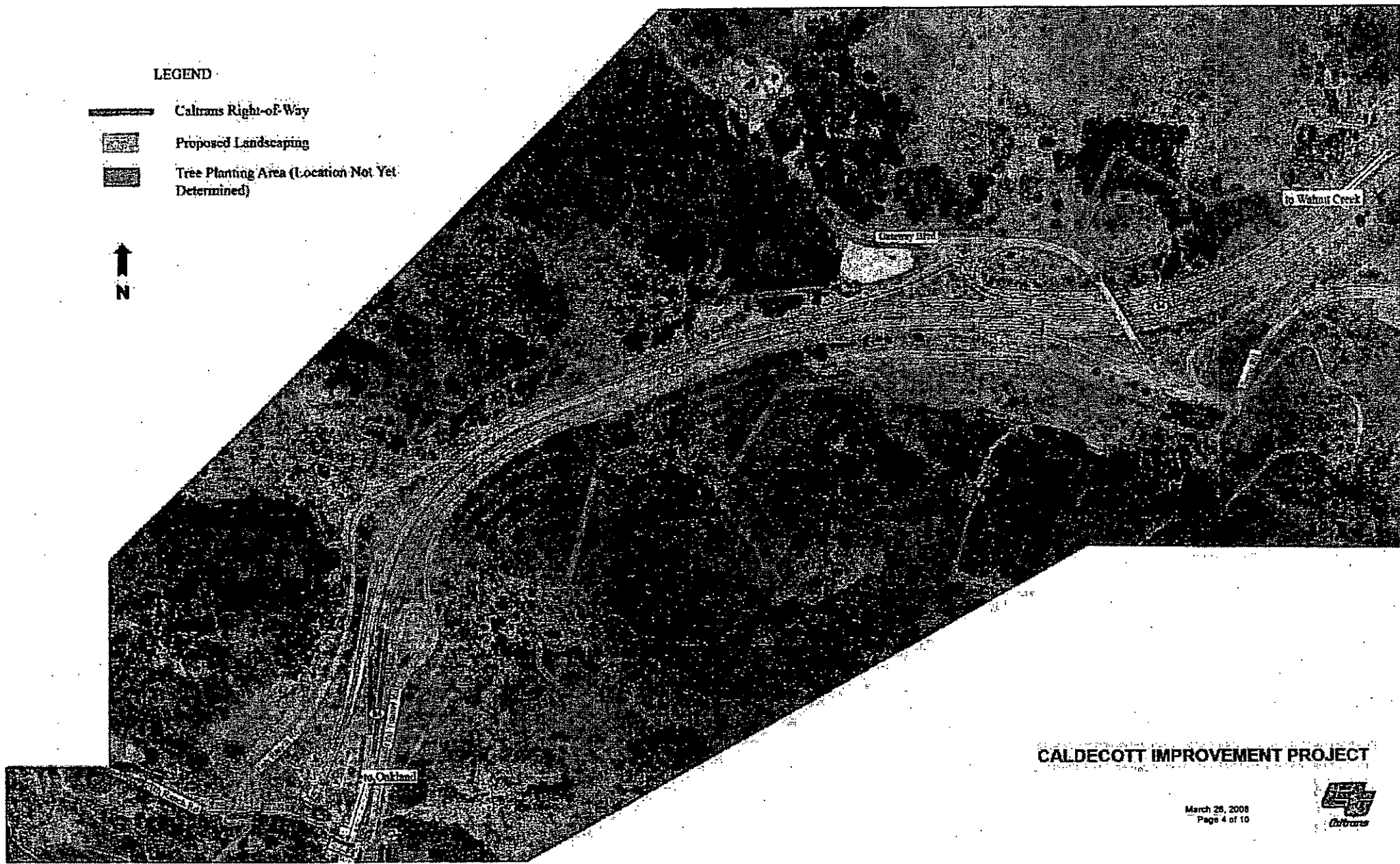
LEGEND

- Caltrans Right-of-Way
- Proposed Landscaping
- Tree Planting Area
(Location Not Yet Determined)



LEGEND

-  Caltrans Right-of-Way
-  Proposed Landscaping
-  Tree Planting Area (Location Not Yet Determined)







CALDECOTT IMPROVEMENT PROJECT



March 26, 2008
Page 4 of 10







PLANTING SUGGESTIONS
Caldecott Improvement Project

Plant Common Name/Botanical Name	Description and Comments	Picture
<p>Pacific Wax Myrtle/<i>Myrica californica</i></p>	<p>Glossy green leaves; very dependable evergreen. Good backbone plant. Thriving at Route 24 near Caldecott Tunnel.</p>	
<p>'Ray Hartman' Wild Lilac/<i>Ceanothus 'Ray Hartman'</i></p>	<p>Spectacular blue flowers in spring—fast evergreen. May not be long lived. Good accent.</p>	

Plant Common Name/Botanical Name	Description and Comments	Picture
<p>Lemonade Berry/<i>Rhus integrifolia</i></p>	<p>Pink spring flowers; tough evergreen. Big basic screening shrub.</p>	
<p>Holly Leaf Cherry/<i>Prunus ilicifolia</i></p>	<p>Glossy green evergreen leaves with white flowers in spring. Slow to fill in. Could attract birds to median.</p>	

Plant Common Name/Botanical Name	Description and Comments	Picture
Western Redbud/Cercis occidentalis	Profuse dark pink spring flowers; deciduous; presently growing successfully in area. Could use sparingly as accent.	
Bush Anemone/Carpenteria californica	Evergreen shrub, with white clusters of flowers with bright yellow stamens in the late spring and summer.	


Plant Common Name/Botanical Name	Description and Comments	Picture
<p>Red Buckwheat /Eriogonum grande</p>	<p>Evergreen, forming a dense, 1' x 3' mound with clusters of flowers June - October.</p>	
<p>Monkey Flower/Mimulus</p>	<p>Showy, drought tolerant flowering perennial.</p>	

Plant Common Name/Botanical Name	Description and Comments	Picture
<p>California Live Oak/Quercus agrifolia</p>	<p>A large picturesque broad-canopied evergreen oak.</p>	
<p>California buckeye/Aesculus californica</p>	<p>A large tree with striking, fragrant white flowers in long candelabra-like spikes in spring.</p>	

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California

COMMENTS
please submit any

DATE

Plant Common Name/Botanical Name	Description and Comments	Picture
Coyote Brush/Baccharis	A dense evergreen groundcover or small shrub.	

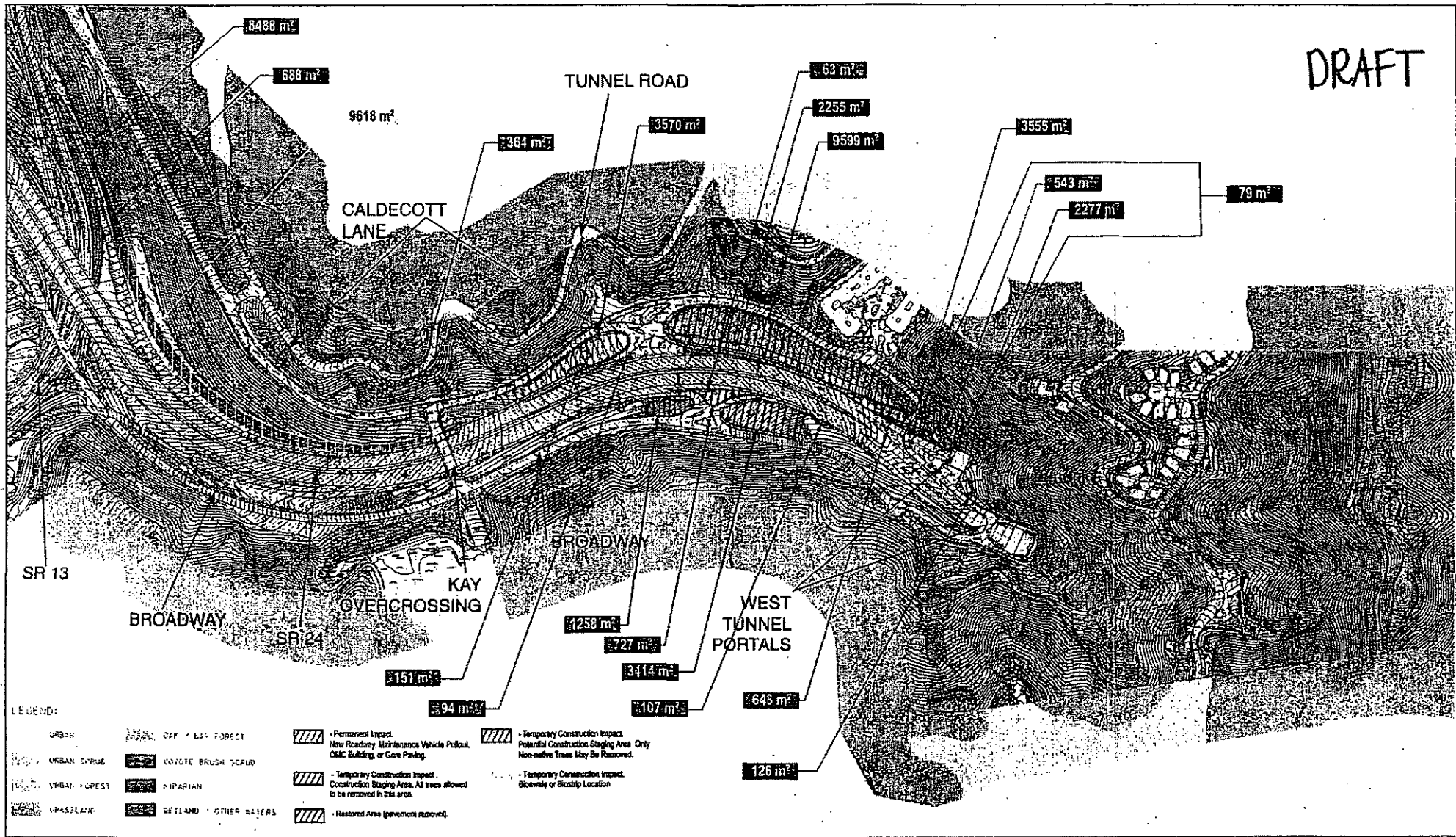
CONSTRUCTION STAGING AREA OVERVIEW AND TREE REMOVAL

ATTACHMENT K

CALDECOTT IMPROVEMENT PROJECT

The following maps are presented to illustrate the Construction Staging Area Overview and Tree Removal on the Alameda County side of the Caldecott Improvement Project. These maps are from the "Addendum to Natural Environmental Study Report, on State Route 24 in Contra Costa and Alameda Counties, dated May 2007."

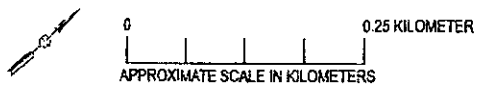
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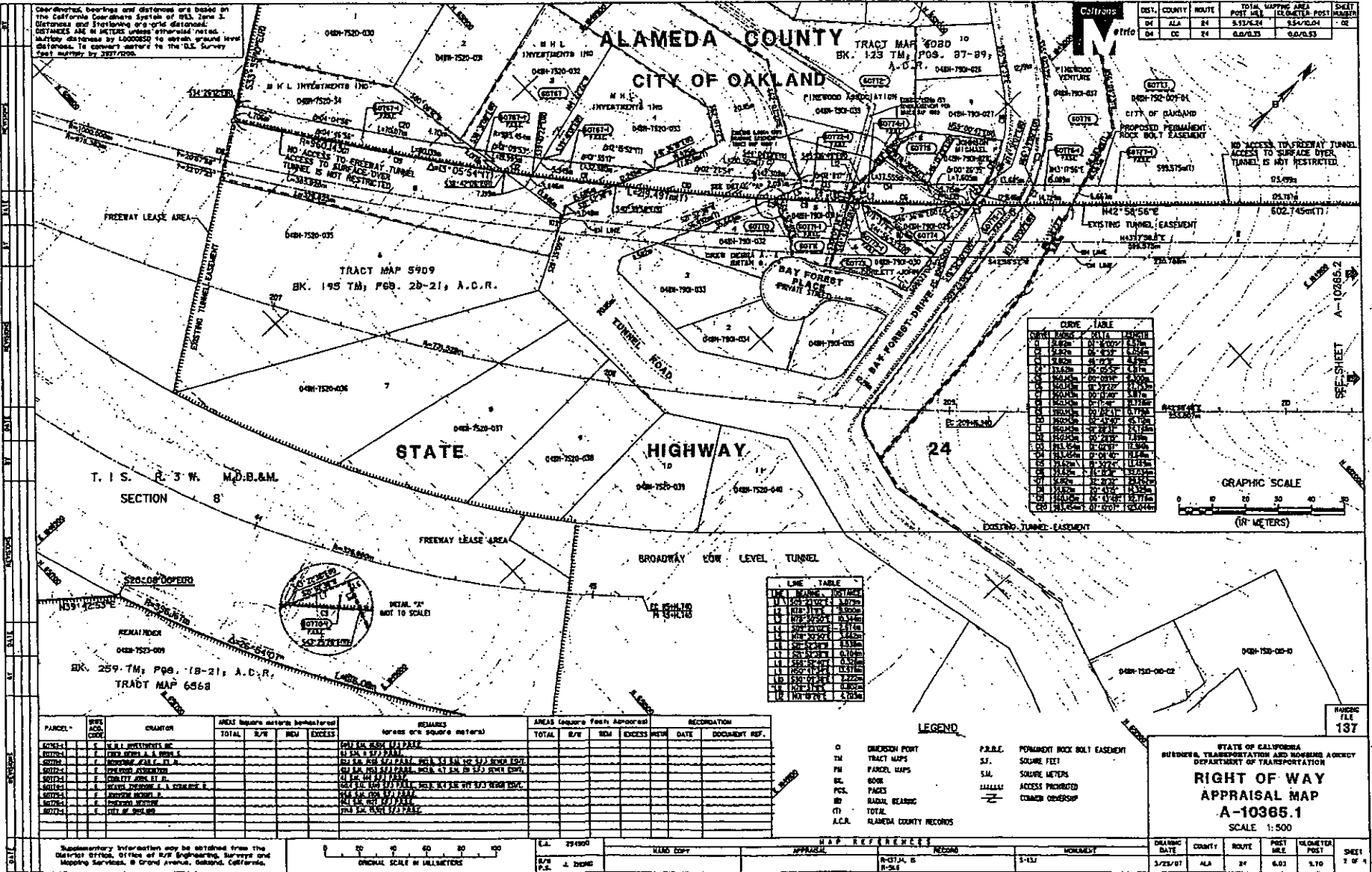
- | | | | |
|--------------|------------------------|---|---|
| URBAN | OPEN & LOW FOREST | Permanent Impact, New Roadway, Maintenance Vehicle Pullout, O&M Building, or Core Paving. | Temporary Construction Impact, Potential Construction Staging Area Only. Non-native Trees May Be Removed. |
| URBAN SPRUCE | COYOTE BRUSH SCRUB | Temporary Construction Impact, Construction Staging Area. All trees allowed to be removed in this area. | Temporary Construction Impact, Blowpile or Skidrip Location |
| URBAN FOREST | RIPARIAN | Restored Area (pavement removed). | |
| UPSLAND | WETLAND - OTHER WATERS | | |

ENVIRONMENTAL RECORD



CONSTRUCTION STAGING AREA OVERVIEW

NATURAL ENVIRONMENT STUDY
CALDECOTT IMPROVEMENT PROJECT



Coordinates, bearings and distances are based on the California Coordinate System of 1983, Zone 2. Distances are in feet unless otherwise noted. DISTANCES ARE IN FEET UNLESS OTHERWISE NOTED. METRIC DISTANCES BY 0.3048 TO OBTAIN GRAUND LEVEL DISTANCES. TO CONVERT METERS TO THE U.S. SURVEY FEET NUMBER BY 1.09361.

STATION	BEARING	DISTANCE	STATION
0+00	N 89° 00' 00" E	100.00	1+00
1+00	S 89° 00' 00" E	100.00	2+00
2+00	S 00° 00' 00" E	100.00	3+00
3+00	N 89° 00' 00" E	100.00	4+00
4+00	N 00° 00' 00" E	100.00	5+00
5+00	N 89° 00' 00" E	100.00	6+00
6+00	S 89° 00' 00" E	100.00	7+00
7+00	S 00° 00' 00" E	100.00	8+00
8+00	S 89° 00' 00" E	100.00	9+00
9+00	N 89° 00' 00" E	100.00	10+00
10+00	N 00° 00' 00" E	100.00	11+00
11+00	N 89° 00' 00" E	100.00	12+00
12+00	S 89° 00' 00" E	100.00	13+00
13+00	S 00° 00' 00" E	100.00	14+00
14+00	S 89° 00' 00" E	100.00	15+00
15+00	N 89° 00' 00" E	100.00	16+00
16+00	N 00° 00' 00" E	100.00	17+00
17+00	N 89° 00' 00" E	100.00	18+00
18+00	S 89° 00' 00" E	100.00	19+00
19+00	S 00° 00' 00" E	100.00	20+00
20+00	S 89° 00' 00" E	100.00	21+00
21+00	N 89° 00' 00" E	100.00	22+00
22+00	N 00° 00' 00" E	100.00	23+00
23+00	N 89° 00' 00" E	100.00	24+00
24+00	S 89° 00' 00" E	100.00	25+00
25+00	S 00° 00' 00" E	100.00	26+00
26+00	S 89° 00' 00" E	100.00	27+00
27+00	N 89° 00' 00" E	100.00	28+00
28+00	N 00° 00' 00" E	100.00	29+00
29+00	N 89° 00' 00" E	100.00	30+00

LINE NAME	BEARING	DISTANCE	STATION
1	N 89° 00' 00" E	100.00	0+00
2	S 89° 00' 00" E	100.00	1+00
3	S 00° 00' 00" E	100.00	2+00
4	N 89° 00' 00" E	100.00	3+00
5	N 00° 00' 00" E	100.00	4+00
6	N 89° 00' 00" E	100.00	5+00
7	S 89° 00' 00" E	100.00	6+00
8	S 00° 00' 00" E	100.00	7+00
9	S 89° 00' 00" E	100.00	8+00
10	N 89° 00' 00" E	100.00	9+00
11	N 00° 00' 00" E	100.00	10+00
12	N 89° 00' 00" E	100.00	11+00
13	S 89° 00' 00" E	100.00	12+00
14	S 00° 00' 00" E	100.00	13+00
15	S 89° 00' 00" E	100.00	14+00
16	N 89° 00' 00" E	100.00	15+00
17	N 00° 00' 00" E	100.00	16+00
18	N 89° 00' 00" E	100.00	17+00
19	S 89° 00' 00" E	100.00	18+00
20	S 00° 00' 00" E	100.00	19+00
21	S 89° 00' 00" E	100.00	20+00
22	N 89° 00' 00" E	100.00	21+00
23	N 00° 00' 00" E	100.00	22+00
24	N 89° 00' 00" E	100.00	23+00
25	S 89° 00' 00" E	100.00	24+00
26	S 00° 00' 00" E	100.00	25+00
27	S 89° 00' 00" E	100.00	26+00
28	N 89° 00' 00" E	100.00	27+00
29	N 00° 00' 00" E	100.00	28+00
30	N 89° 00' 00" E	100.00	29+00

PARCEL	APR. ACC. ORDR.	OWNER	AREA (square meters) (hectares)			REMARKS	AREA (square feet) (acres)			RECORDATION
			TOTAL	R/W	EXCESS		TOTAL	R/W	EXCESS	
00124-1	0	M.H.L. INVESTMENTS INC.				PARCEL BEING APPRAISED				
00124-2	0	M.H.L. INVESTMENTS INC.				PARCEL BEING APPRAISED				
00124-3	0	M.H.L. INVESTMENTS INC.				PARCEL BEING APPRAISED				
00124-4	0	M.H.L. INVESTMENTS INC.				PARCEL BEING APPRAISED				
00124-5	0	M.H.L. INVESTMENTS INC.				PARCEL BEING APPRAISED				
00124-6	0	M.H.L. INVESTMENTS INC.				PARCEL BEING APPRAISED				
00124-7	0	M.H.L. INVESTMENTS INC.				PARCEL BEING APPRAISED				
00124-8	0	M.H.L. INVESTMENTS INC.				PARCEL BEING APPRAISED				
00124-9	0	M.H.L. INVESTMENTS INC.				PARCEL BEING APPRAISED				
00124-10	0	M.H.L. INVESTMENTS INC.				PARCEL BEING APPRAISED				

- LEGEND**
- O DIMENSION POINT
 - TM TRACT MAPS
 - PH PARCEL MAPS
 - BL BOUND
 - PCS. PAGES
 - RD RADIAL BEARING
 - CT TOTAL
 - A.C.R. ALAMEDA COUNTY RECORDS
 - P.R.E. PERMANENT ROCK BOLT EASEMENT
 - S.F. SQUARE FEET
 - S.M. SQUARE METERS
 - ACCESS PROHIBITED
 - CRIMINAL CONVEYANCE

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY APPRAISAL MAP
A-10365.1
 SCALE 1:500

DRAWING DATE	COUNTY	ROUTE	POST MILE	KILOMETER POST	SHEET
3/23/07	ALA	24	6.03	9.70	2 OF 4

MAR 29, 2007

Horizontal bearings and distances are based on the California Coordinate System of 1983, Zone 10. Curved and straight line grid distances. DISTANCES ARE IN METERS UNLESS OTHERWISE NOTED. SURVEY MATERIALS BY LANDOWNER TO SHOW GROUND WERE DELIVERED TO CONSULTING METERS TO THE U.S. SURVEY. (SEE MAP SHEET A-10365.1)

ALAMEDA COUNTY
CITY OF OAKLAND

CONTRA COSTA COUNTY

T.S. R.S.W. W.D.B.A.M.
SECTION 8

DATE	BY	REVISION	DESCRIPTION
04/04/07	W.D.B.A.M.	1	ISSUED FOR PERMITTING
04/04/07	W.D.B.A.M.	2	ISSUED FOR PERMITTING

NO ACCESS TO FREEWAY TUNNEL ACCESS TO SURFACE OVER TUNNEL IS NOT RESTRICTED

NO ACCESS TO FREEWAY TUNNEL ACCESS TO SURFACE OVER TUNNEL IS NOT RESTRICTED

- LEGEND**
- BENCHMARK POINT
 - TH TRUCK LANE
 - BL. BULK
 - POS. PAVED
 - TO. TOPIC
 - AL. ALAMEDA COUNTY RETURN
 - P.A.R.C. PERMANENT RIGHT-OF-WAY EASEMENT
 - S.F. SQUARE FEET
 - L.S.R. LARGEST SQUARE FEET
 - S.M. SQUARE METERS
 - ACCESS PROHIBITED
 - COMMON OWNERSHIP

STATE

HIGHWAY 24

BROADWAY LOW LEVEL TUNNEL

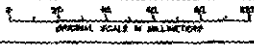
PARCEL	AREA	OWNER	AREA SURVEYED BY THIS APPRAISAL				AREAS SURVEYED BY OTHER APPRAISALS				RECORDATION	
			TOTAL	S.F.	S.M.	ACRES	TOTAL	S.F.	S.M.	ACRES	DATE	DOCUMENT NO.
1	1.00	ALAMEDA COUNTY	1.00	10,000	0.36	3.60						
2	1.00	ALAMEDA COUNTY	1.00	10,000	0.36	3.60						
3	1.00	ALAMEDA COUNTY	1.00	10,000	0.36	3.60						
4	1.00	ALAMEDA COUNTY	1.00	10,000	0.36	3.60						



STATE OF CALIFORNIA
HIGHWAYS, TRANSPORTATION AND BUSINESS AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY APPRAISAL MAP
A-10365.2
SCALE 1:500

DATE	04/04/07	COUNTY	ALAMEDA	PROJECT	BROADWAY LOW LEVEL TUNNEL	SCALE	1:500	DATE	04/04/07	BY	W.D.B.A.M.
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Supplementary information may be obtained from the District Office, Division of R/W Engineering, Services and Planning Services, 2 Grand Avenue, Oakland, California.



FILED
OFFICE OF THE CITY CLERK
OAKLAND
2008 JUN -5 PM 6:18

OAKLAND CITY COUNCIL

Mark P. Walsh
City Attorney

RESOLUTION NO. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A SETTLEMENT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION RELATING TO THE CALDECOTT IMPROVEMENT PROJECT (FOURTH BORE)

WHEREAS, the California Department of Transportation (CALTRANS) has proposed the Caldecott Improvement Project (PROJECT) in and around Highway 24 in and near the Caldecott Tunnel in order to provide a new, fourth bore; and

WHEREAS, the PROJECT was approved on September 12, 2007 via a Project Report and a Record of Decision has been posted by the Federal Highway Administration on August 29, 2007; and

WHEREAS, CALTRANS has determined that the PROJECT as described in the Project Report and Final Environmental Assessment/Environment Impact Report issued in September 2007, addresses impacts and necessary mitigation; and

WHEREAS, the CITY has expressed written and oral concerns to CALTRANS with respect to adequacy of the Final Assessment/Environmental Impact Report; and

WHEREAS, certain disputes have arisen between CALTRANS and the CITY with respect to adequacy of the Final Assessment/Environmental Impact Report. These are collectively referred to as the "Disputes"; and

WHEREAS, the Parties hereto desire to resolve the Disputes by CALTRANS agreeing to implement certain improvements/enhancements to further reduce the PROJECT impacts and provide other project-related benefits to the CITY, and the CITY by agreeing to release CALTRANS from any and all liability for damages, attorneys' fees, and costs, in connection with the Disputes; and

WHEREAS, based on the proposed Settlement AGREEMENT, the CITY will dismiss any pending actions and will waive any all claims or actions and will not join, finance or assist in any claims or actions, challenging or contesting CALTRANS' right to plan, design, construct and permanently operate the PROJECT, except as expressly provided in said AGREEMENT; now, therefore, be it

RESOLVED: that the City Administrator or her designee is hereby authorized to negotiate and execute a settlement AGREEMENT with CALTRANS relating to the PROJECT, in substantial conformity with the draft AGREEMENT submitted with the

June 17, 2008 agenda packet, and subject to review as to form and legality by the City Attorney; and be it

FURTHER RESOLVED: that the City Administrator or her designee be authorized to take any and all actions necessary to implement the settlement AGREEMENT, including but not limited to: executing any additional agreements, MOU's (including those with the Contra Costa Transportation Authority, Alameda County Congestion Management Agency) , professional service agreements, and appropriation of funds, without return to the City Council.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20__

PASSED THE FOLLOWING VOTE:

AYES – BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, AND PRESIDENT DE LA FUENTE

NOES –

ABSENT –

ABSTENTION –

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California