

# AGENDA REPORT

TO: DEANNA J. SANTANA  
CITY ADMINISTRATOR

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

SUBJECT: SUPPLEMENTAL BRT Project  
Monitoring Report

DATE: July 23, 2013

City Administrator  
Approval

*Deanna Santana*

Date

*7/24/13*

COUNCIL DISTRICT: City-Wide

## RECOMMENDATION

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

## REASON FOR SUPPLEMENTAL

On July 9, 2013, the Public Works Committee directed staff to prepare a supplemental report for the Oakland City Council that fully details Business Impact Mitigation Plan (BIM-P) and Parking Impact Mitigation Plan (PIM-P) requirements pursuant to Oakland Conditions of Approval (COA) Numbers I.A, I.B and II for the BRT Project. (Resolution No. 84106 C.M.S.). The Committee also requested that staff develop conformance standards for BRT Project elements contained within COA Numbers III-IX.

In order to accommodate AC Transit's federal funding deadline which would require the approval of the Master Cooperation Agreement (Agreement) at the July 30<sup>th</sup> Council meeting, staff has engaged in the following strategy:

1. Given the incomplete nature of the draft BIM-P, PIM-P, and Preliminary Engineering Report Executive Summary that were attached to the Agreement as part of the July 9<sup>th</sup> Public Works Committee agenda package, these documents were removed as attachments to the Agreement.
2. Instead, staff has prepared a ***Revised Master Cooperative Agreement, with new Exhibits A: City Staff Costs, and Exhibit B: Conformance Standards for the Oakland Conditions of***

*Approval (Attachment A).* The revised Agreement provides the City with baseline assurances that the BRT Project will be implemented in conformance with the Oakland Conditions of Approval.

3. The revised Agreement further requires that AC Transit return for Council approval of its revised draft Business and Parking Impact Mitigation Plans on or before completion of the 65% Design Phase, and return with an update during the 95% Design Phase. The Council-approved versions of these documents will be considered part of the Agreement.

Attached to this Supplemental Report are *Exhibits B.1 –B.3 of the draft Operations and Maintenance Agreement (Attachment B)*. These exhibits identify the areas/appurtenances where AC Transit will be responsible for maintenance.

Also attached is the *AC Transit PowerPoint Presentation to the July 9, 2013 Public Works Committee (Attachment C)*.

## BACKGROUND

AC Transit substantially completed the Preliminary Engineering (35% Design) Phase of the BRT Project and submitted a draft Business Impact Mitigation Plan, a draft Parking Impact Mitigation Plan, and a draft Preliminary Engineering (PE) Report as evidence of conformance to the Oakland Conditions of Approval. These documents were attached to the draft Master Cooperative Agreement and reviewed by the Public Works Committee on July 9, 2013.

The draft PE Report shows significant early progress towards implementing design-related Conditions of Approval (COA) but cannot be finalized prior to Council action on July 30, 2013. Further, the scope, specifications, and cost estimates contained in the PE Report are subject to change as the design progresses and technical, regulatory and cost constraints are fully explored.

The draft Parking Impact Mitigation Plan (PIM-P) does not fully offset on-street parking loss due to BRT Construction. The Fruitvale Bypass that includes removal of over one hundred spaces on San Leandro Boulevard is omitted. Further analysis is required to determine if the proposed parking solutions for the San Antonio, Fruitvale and Elmhurst areas conform to City requirements and provide the necessary mitigations for each impacted business. Additionally, the draft PIM-P does not address ongoing community concerns that occupancy surveys conducted under the Final Environmental Impact Study might not reflect current peak usage and/or post-BRT occupancy of on-street parking along the corridor.

The Public Works Committee asked City staff to meet with AC Transit and a group of nonprofit community development agencies who work with merchants along the Corridor to address outstanding issues on the Business Impact Mitigation Plan (BIM-P). This new BIM-P working group requires additional time to draft a revised BIM-P that conforms to the COA and incorporates community concerns.

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In a show of good faith, AC Transit has increased the capped amount for direct business impact mitigations (Business Support Mitigations) from \$1.48 million to \$2.00 million under the BRT Project. Community groups are calling for AC Transit to make an immediate minimum commitment of \$5.00 million for Business Support Mitigations (BSM). City staff believes it is premature to set a minimum or maximum total BSM cost amount at this stage of the project. Complete impacts and their costs to local businesses cannot be fully known until the project design process is further along. Staff plans to return to Council with a more specific set of costs associated with AC Transit's required mitigations of the BRT impacts on local businesses.

In order to facilitate immediate Council approval of the Master Cooperative Agreement, staff has removed the BIM-P, PIM-P, and PE Report attachments and revised the Resolution and Agreement to include Conformance Standards for COA I through IX. The Resolution and Agreement further requires that AC Transit return for Council approval of its revised draft Business and Parking Impact Mitigation Plans, as well as its Construction Careers Policy, on or before completion of the 65% Design Phase in January 2014.

### OUTCOME

The Oakland City Council needs to make a policy decision to either immediately authorize the City Administrator to enter into a Master Cooperative Agreement and an Operations & Maintenance Agreement with the Alameda-Contra Costa Transit District (AC Transit) for the Bus Rapid Transit Project or delay such approval until more substantial conformance with the Oakland Conditions of Approval is achieved under the BRT Project.

### COORDINATION

#### ***Disability Community Review of the BRT Project***

At the July 9<sup>th</sup> meeting, the Public Works Committee asked staff from the Public Works Agency to meet with community representatives from the interagency BRT Access and Functional Needs Subcommittee to resolve their concerns about the BRT review process. The Mayor's Commission on Persons with Disabilities (MCPD) Access Compliance Advisory Committee convened on July 17, 2013 and discussed conformance standards for Oakland Condition of Approval V: Functional Needs Access. Staff incorporated subsequent written comments from the MCPD Chair into the COA Standards V.2 and V.4. (See Conformance Standards for the BIM-P, contained within Exhibit B to the Revised Master Cooperation Agreement).

#### ***BRT Business Impact Mitigation Plan Status***

At the July 9<sup>th</sup> meeting, the Public Works Committee asked City staff to meet with AC Transit and a group of nonprofit community development agencies who work with merchants along the Corridor (Allen Temple Baptist Church, Eastside Arts Alliance, East Bay Asian Local Development Corporation, East Bay Asian Youth Center and the Unity Council) to address outstanding issues on the Business Impact Mitigation Plan (BIM-P). The City BRT Team members convened and/or participated in several working sessions with these Community

Groups. Additionally, Assistant City Administrator Blackwell held talks with the AC Transit General Manager David Armijo, Community Groups, and other district and city staffers. He expressed the Administration's ongoing concerns about potential project impacts to small businesses and the need to deliver a BRT Project that conforms to the Oakland Conditions of Approval.

**Business Impact COAs:** The Council Conditions of Approval (COA) established three primary requirements for the BIM-P:

1. AC Transit, where possible, to physically configure parking spaces in ways that is mutually agreeable to business owners, AC Transit and the City of Oakland. COA I.A.
2. Where it is not possible to arrive at mutually agreeable parking configurations, AC Transit will work with business owners to identify appropriate ways to compensate business owners for financial impacts from parking loss, up to and including possible relocation to comparable sites, within the financial constraints of the project. COA I.A.
3. The City and AC Transit shall agree to details for the creation of an impact mitigation fund to address parking, construction and other impacts identified during the upcoming phases of the project. Authorization of the Mitigation Fund shall be by the Oakland City Administrator (or designee) and AC Transit General Manager (or designee). COA I.B.

**BIM-P Budget.** While good progress was made, recent talks did not result in agreement upon the full set of activities or the baseline budget for the BIM-P. The full set of impacts of the BRT Project upon individual property owners will not be known until later in the design process. AC Transit remains dedicated to working with the City, community groups, and individual property owners to identify impacts and determine necessary mitigations. AC Transit and City staff will return to the Oakland City Council with a revised BIM-P on or before completion of the 65% Design Phase. In a show of good faith, AC Transit has increased its budget for direct business impact mitigations (Business Support Mitigations) from \$1.48 million to \$2.00 million. AC Transit has also committed funding to open one centrally-located BRT Project Office well before the start of construction, at the estimated cost of \$165,000. Community groups are nonetheless calling for AC Transit to make an immediate minimum commitment of \$5.00 million under the BRT Project for Business Support Mitigations.

**Baseline Business Support Mitigations.** The revised draft BIM-P will focus on Business Support Mitigations, rather than construction-related activities, such as utility relocation, that may also benefit businesses. The Plan will set out a full set of BSM activities based upon known impacts of the BRT Construction in Oakland and best practices of similar BRT projects. The revised BIM-P will present these BSM activities in two categories: 1. Baseline BSM activities to be fully funded and implemented by AC Transit under the BRT Project; and 2. Additional BSM

activities to be funded and implemented by other District and/or City sources, which will include a Business Impact Mitigation Fund: AC Transit and City Staff are currently exploring the feasibility of creating such a Fund, including funding availability and conformance with legal requirements and policy objectives.

*The following are the Category One: Baseline Business Support Mitigation Activities currently contained within the Revised Master Cooperative Agreement:*

<b>Baseline Business Support Mitigations</b>	<b>Prior AC Transit Commitment</b>	<b>New AC Transit Commitment</b>
Activities listed in Draft BIM-P under Business Support Mitigations that includes staffing for a centrally-located BRT Project Office and an Ombudsperson Program (See Table 5, Draft Business Mitigation Plan, Dated 6-11-2013, Pages 11-13)	\$1,482,800	\$2,000,000
BRT Project Offices on International Boulevard (cost for rent and tenant improvements for 3 years)		\$165,000
<b>TOTALS</b>	<b>\$1,482,000</b>	<b>\$2,165,000</b>

**Additional Business Support Mitigations.** As seen in other similar projects in other jurisdictions, there will likely be significant impacts to some small businesses which can be effectively mitigated through a good business impact plan and a collaborative effort between the City, AC Transit, community groups, and philanthropic supporters. For example, in the Twin Cities, a mitigation fund was established, providing viable loans to impacted businesses, which the Transit Authority, City, commerce and philanthropy all contributed to. City Department of Economic and Workforce Development (DEWD) staffers suggest that a strategic and sufficiently-resourced Business Impact Mitigation Plan is key to enabling small businesses along the International Boulevard Corridor to prepare for the changes, survive construction and other impacts, and thrive in a new economic environment. They believe that an opportunity exists for the City and its partners to support small businesses along the Corridor to both address the direct impacts from the BRT construction and loss of parking spaces, as well as to strengthen their long-term economic development opportunities. While the BIM-P is being established to address the direct impacts from the BRT project, DEWD staffers believe that it can also be utilized as a foundation to develop a broader economic development strategy.

The City can utilize existing resources, such as commercial lending programs, as well as new fund development efforts by the Oakland Sustainable Neighborhoods Initiative (OSNI). The development of new loan programs for the BRT Project requires further development and legal analysis. However, the City will make its current loan program resources available to affected businesses along the entire Oakland BRT route. DEWD staffers will work with the OSNI Collaborative and the City's Commercial Lending Program to provide outreach and access to the

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City's current loan programs as well as focus efforts on the establishment of the new loan program component that can support future economic development efforts, including the needs of existing and new business activity. It is important to note that it is the desire of the community that any such loans be issued at low or no interest rate.

**Implementation and Monitoring Committee.** Community groups are calling for AC Transit to set up a community-based BRT Monitoring and Implementation Committee for the BRT Project. Since the BRT Project is already subject to oversight from AC Transit Board, the AC Transit BRT Policy Steering Committee, and two city councils, AC Transit believes that an additional oversight committee is unnecessary. City Staff recommends that the BRT Policy Steering Committee consider establishing an Appeals Process and requesting regular updates regarding the implementation of the BIM-P.

### COST SUMMARY/IMPLICATIONS

**FISCAL IMPACT:** This staff report proposes utilizing existing City resources, such as commercial lending programs, launching new fund development efforts by the Oakland Sustainable Neighborhoods Initiative (OSNI), and creating a joint City and AC Transit Business Impact Mitigation for the BRT Project. More details on fiscal impacts to the City will be forthcoming when staff returns to Council with a draft Business Impact Mitigation Plan.

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

Respectfully submitted,

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

Reviewed by:  
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Design, Engineering, and Construction Services

**Attachments:**

- Attachment A:** *Revised Draft Master Cooperative Agreement*
- Attachment B:** *AC Transit PowerPoint Presentation to the Public Works Committee*
- Attachment C:** *Operations & Maintenance Agreement Exhibits B.1-B.3*

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

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

**1. RECITALS**

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

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

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

## **2. DEFINITIONS**

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

- 2.1. "Aesthetic / Esthetic Design" means appreciative or responsive to what is generally considered attractive or nice to look at, especially as determined by urban planning and design professionals or predefined in local transit oriented development plans.
- 2.2. "AGREEMENT" means this Master Cooperative Agreement (MCA) entered into by and between the CITY of Oakland and AC Transit.
- 2.3. "BRT Facilities" means dedicated bus lanes, passenger platforms, ticket vending machines, safety/security systems, public address and passenger information systems, landscaping, signals and lighting, crosswalk treatments, and signage.
- 2.4. "CITY" means the City of Oakland, a municipal corporation, its officials, officers, employees and agents.
- 2.5. "COA" means the Conditions of Approval adopted by the Oakland City Council on July 17, 2012 by Resolution 84016 relative to its approval of the DOSL alternative.
- 2.6. "Construction Phase" means all activity in furtherance of PROJECT commencing with CITY approval of the 100% design plans, specifications and estimates for each

discrete construction bid package and concluding when final CITY inspections of each corresponding construction contract is complete.

- 2.7. "DISTRICT" or "AC TRANSIT" means the Alameda Contra Costa Transit District, a special transit DISTRICT established pursuant to California Public Utilities Code Sections 24501 et seq.
- 2.8. "East Bay Bus Rapid Transit Project" means the provision of a 9.5 mile dedicated bus corridor between Downtown Oakland and the San Leandro BART station described as the DOSL Alternative in the federal Record of Decision as follows:

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

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

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

*With the next segment, the southbound alignment continues on East 12th street, then BRT turns east, operating in a shared BRT lane along 14th Avenue and for one block south of the intersection of 14th Avenue/International Boulevard. At 15th Avenue, both northbound and southbound BRT operate in center-running dedicated BRT lanes. The route continues on International Boulevard from 42nd Avenue to Durant Avenue on the San Leandro border. In San Leandro, the alignment continues along Durant to Georgia Way in center-running dedicated lanes. Beginning at*

*Georgia Way, BRT will operate in mixed-flow lanes together with vehicular traffic. This configuration will continue to Davis Street, where the alignment will shift west along Davis and south again on San Leandro Boulevard, terminating at the San Leandro BART station”*

- 2.9. FEIS/FEIR means the East Bay Bus Rapid Transit Project Final Environmental Impact Statement/Final Environmental Impact Report dated January 2012 as noticed in the February 3, 2012 Federal Register.
- 2.10. “Implementation Phase” means all activities in furtherance of the PROJECT beginning on July 17, 2012 and concluding with CITY approval of the 100% design plans, specifications and estimates for each discrete construction bid package.
- 2.10.1.1. “Preliminary Engineering Phase” means the 35% design process, beginning on July 17, 2012 and concluding with CITY approval of the Final Preliminary Engineering Report and Cost Estimate.
- 2.10.1.2. “Final Design Phase” means the 65%, 95% and 100% design processes beginning on the effective date of this AGREEMENT and concluding with CITY approval of the 100% design plans, specifications and estimates for each construction bid package.
- 2.11. “Jurisdictional Authority” means the differing roles played by the CITY and STATE on State Route 185 that also function as a CITY street. Although the STATE has jurisdictional authority for right-of-way, roadway construction and maintenance, it has chosen to delegate some of those functions to CITY under a Delegated Maintenance Agreement. CITY retains responsibility for review/approval of physical improvements constructed within the street and sidewalk areas.
- 2.12. “Operational Phase” means all activity in furtherance of the PROJECT commencing with the first entry of an AC Transit Driver into a BRT bus for purpose of beginning regular BRT service along the DOSL corridor.
- 2.13. “PARTY” or “PARTIES” means DISTRICT or CITY referred to individually or collectively.
- 2.14. “PROJECT” means those segments of the East Bay Rapid Transit Project as defined in Section 2.4 (above) that lie within the geographic boundaries of the City of Oakland and are subject to City of Oakland design review. The Project encompasses all planned streets and sidewalks improvements within CITY limits including, but not limited to, work planned for International Boulevard from 42nd Avenue to Durant Avenue on the San Leandro border.
- 2.15. “ROD” means the June 8, 2012 Federal Transportation Agency (FTA) Record of Decision approving the Downtown Oakland to San Leandro alternative (DOSL) for the East Bay Rapid Transit Project.

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

## **1. COMMITMENTS**

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

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

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

### **Final Design Phase**

#### **1.I. DISTRICT's Final Design Phase Commitments**

- 3.1.1 COA Conformance. The Conformance Standards for Oakland Conditions of Approval Numbers I through IX (COA Standards) shall be considered part of this AGREEMENT, attached hereto as Exhibit B. The District agrees to adhere to the COA Standards during development of the plans, specifications, and estimates for construction of the BRT Project. The District agrees to submit the following documents in accordance with the COA Standards:

- 3.1.1.1 Preliminary Engineering (PE) Report: Upon completion of the Preliminary Engineering Phase, DISTRICT and CITY will establish the final scope, design requirements, and baseline cost estimate for the BRT Project based on the requirements of the FEIS/ROD and the COA Standards. The DISTRICT will publish the final scope, design requirements, and baseline cost

estimate in the Final Preliminary Engineering (PE) Report and the Report shall be considered part of this AGREEMENT. The Final PE Report is subject to review and approval by the CITY Public Works Agency Director or designee.

**3.1.1.2 Business Impact Mitigation Plan:** Before concluding the 65% Design Phase, the DISTRICT shall submit for Oakland City Council review and approval a draft Business Impact Mitigation Plan (BIM-P). The approved BIM-P shall be considered part of this AGREEMENT. The BIM-P shall minimally delineate the set of business impact mitigation activities the DISTRICT will perform to deliver the BRT Project in accordance with the FEIS/ROD, the COA Standards and construction management best practices. The BIM-P shall discuss outreach and analysis completed since City adoption of the DOSL to identify BRT parking and business impacts not previously identified in the FEIS/ROD.

**3.1.1.2..1 Funding for BIM-P:** In conjunction with 3.1.3., the DISTRICT shall allocate sufficient funds to cover the cost of the mitigation measures contained in the approved BIM-P.

**3.1.1.2..2 Business Impact Mitigation Fund:** In accordance with COA I.B, the CITY and the DISTRICT will create an impact mitigation fund and establish disbursement procedures, which may be used for such needed mitigations as identified during Final Design and Construction phases of the project. Authorization of the Mitigation Fund shall be by the CITY Administrator (or designee) and the DISTRICT General Manager (or designee).

**3.1.1.3 Parking Impact Mitigation Plan:** In conjunction with 3.1.3 and in accordance with the COA Standards, the DISTRICT shall submit for Oakland City Council review and approval, a draft Parking Impact Mitigation Plan (PIM-P) that fully offsets all on-street parking lost to BRT Project construction. The Plan shall be submitted before conclusion of the 65% Design Phase. The approved PIM-P shall be considered part of this AGREEMENT. The Plan will detail all parking impact mitigation studies and mitigation activities completed or planned under the BRT Project, including acquisition construction, and maintenance of parking lots.

**3.1.1.3..1 Off-Street Parking Lots.** The DISTRICT shall be wholly responsible for real estate acquisition, construction, and operation of the parking lots in full conformance with the FEIS/ROD, the COA Standards, City Planning and Zoning, and other

City requirements, except that the CITY shall collect revenue from any meters or parking lot control systems installed to off-set paid parking loss. Parking lots parcels shall be acquired prior to construction award for the respective BRT roadway construction contracts. Parking lots shall be constructed and made operational prior to construction in each subject geographic area.

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

3.1.2 **Construction Career Policy:** In accordance with COA Number I.C., the DISTRICT shall develop a Construction Careers Policy, consistent with federal funding guidelines, targeting employment and training opportunities to residents of low-income areas and disadvantaged workers, and integrate into a Project Labor Agreement (PLA). The AC Transit Board approved Policy shall be considered part of this AGREEMENT. The DISTRICT shall regularly update the Oakland CITY Council on its CCP and PLA activities.

3.1.3 **Design Review by CITY:** DISTRICT shall submit all portions of the design to the CITY for review and comment to ensure compliance with CITY standards and the COA. Formal design review submissions will occur at the 65%, 95% and 100% design stage. In addition to these formal submissions, DISTRICT will endeavor to keep CITY continuously informed of relevant issues/developments throughout the implementation phase.

3.1.4 **DISTRICT's Response process to CITY's Design Review Comments:** Following receipt of comments from CITY relative to the formal design review submissions, DISTRICT's BRT Director shall organize comment resolution meetings to address CITY comments and reach resolutions to such comments, satisfactory to the PARTIES. DISTRICT will then incorporate the approved comments into the appropriate documents.

- 3.1.5 **Coordination Meetings:** DISTRICT's BRT Director shall initiate and continue on-going meetings and communications between the CITY and the DISTRICT. The intent of these meetings is to ensure that current, up-to-date information relative to the overall PROJECT development is consistently shared among all PARTIES to this AGREEMENT. The DISTRICT shall issue meeting notes for all meetings and track and respond to all Request for Information made by the CITY during these meetings or under separate cover.
- 3.1.6 **Community Outreach:** The District shall be responsible to coordinate community and business outreach activities under all phases the BRT Project, as required by the FEIS, the COA, and/or standard business and construction practices. Outreach to the community and businesses includes but is not limited to meetings with boards and commissions, stakeholder groups, the general public and CITY officials. In addition, in partnership with the CITY, the DISTRICT shall be responsible for conducting outreach to businesses regarding the impact of the BRT construction and implementation on parking and business pursuant to the approved BIM-P and PIM-P.
- 3.1.7 **BRT Station Canopy Design:** The CITY recognizes that the AC Transit Board has approved a canopy-style for the BRT station structures ("Hipped Roof"). The DISTRICT welcomes CITY comment on all other aesthetic design choices for the BRT Project, including but not limited to station design, as part of the 65%, 95% and 100% design review.
- 3.1.8 **PROJECT Master Schedule:** DISTRICT will establish a mutually agreeable master schedule to provide the CITY reasonable advance notice for scheduling CITY staff input and comment on plans and specifications as well as community outreach activities.
- 3.1.9 **Additional Information Required By CITY:** DISTRICT will provide reports, plans, and technical assistance required by the CITY to review and evaluate the PROJECT, including work by DISTRICT staff and consultants. DISTRICT staff and consultants will provide technical information and analyses for use at meetings with the public and decision-making bodies, and for use by CITY's BRT Project team.
- 3.1.10 **Right-of Way Review:** DISTRICT's plans and specifications for construction of the BRT Facilities located within, on, under or over CITY right-of-way shall be submitted for CITY's review and comment and the CITY's standards shall not be superseded by any DISTRICT contract document or this AGREEMENT, except as expressly set forth herein.

## 3.2 CITY's Final Design Phase Commitments

- 3.2.2 **CITY Support Services:** CITY will assist DISTRICT by providing reasonable engineering, technical, analytical and administrative support services with respect to: business development and community outreach; planning and zoning; urban planning and design; fire/life safety; police security; public art; disability access compliance; transportation, civil and structural engineering; storm drain and sanitary sewer engineering; street lighting; infrastructure operations and maintenance; permits and inspections; and in other areas when mutually agreed.
- 3.2.3 **CITY BRT Program Manager:** CITY will provide a BRT Program Manager to coordinate CITY staff participation in, and support of, DISTRICT community outreach activities, such as meetings with those businesses or residents impacted by the PROJECT. The CITY BRT Program Manager shall work with the DISTRICT BRT Project Director to prepare and present all BRT Project agreements and associated Oakland City Council agenda reports and presentations.
- 3.2.4 **CITY BRT Project Manager:** CITY shall provide the appropriate staff for CITY's review of the design of the PROJECT during the entire Final Design Phase. In order to facilitate coordination between DISTRICT and CITY, the CITY shall designate a BRT Project Manager who shall be responsible for: coordinating and overseeing the CITY's design review, including but not limited to plans, specifications and estimates; ensuring that time frames are met; resolving conflicting comments, if any, from within the CITY; and addressing any other issues that may arise in connection with the PROJECT.
- 3.2.5 **Priority Public Works Project:** CITY agrees to designate the PROJECT as a priority public works project and to provide DISTRICT with, when possible, timely review in connection with design, design reviews and permitting for the PROJECT.
- 3.2.6 **CITY Review and Approval:** The mutually agreed upon procedures and schedules for each design phase shall specify the interval for CITY review of routine documents and major submittals. With respect to routine documents and reports the CITY shall have 10 working days (days when the CITY is open for business) to review, or shall request additional time to be mutually agreed upon. With respect to the review of plans and specifications at 65%, 95% and 100% design milestones the DISTRICT and the CITY shall negotiate a mutually satisfactory period for the CITY to either advise the DISTRICT's BRT Director in writing that it has no comments, or transmit its comments to the DISTRICT's BRT Director in writing.

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

### Construction Phase

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

- 3.3.1 **COA Standards:** The DISTRICT agrees to adhere to the COA Standards and the Oakland City Council-approved BIM-P, PIM-P, CCP, and the LPA during construction of the BRT Project.
- 3.3.2 **Surety Bonds:** The DISTRICT shall require its construction contractors to name the CITY as additional insured on all performance bonds for construction of the BRT Project.
- 3.3.3 **Relocation of CITY Facilities:** Rearrangement or relocation of a CITY facility may be necessary in order to accommodate the PROJECT for either or both of the following reasons: (a) a physical conflict between the PROJECT (including its construction, and maintenance) and a CITY facility, or (b) an incompatibility between the BRT Facilities, as designed, and a CITY facility based on the requirements of CITY standards. If relocation of CITY owned utilities is required for the construction or operation of the PROJECT, DISTRICT agrees to design and construct any such relocations at no cost to the CITY. The design of all relocations of CITY owned utilities must be approved by the CITY. DISTRICT will avoid relocation of CITY facilities whenever it is possible to do so without causing increased costs for, or delay in, the PROJECT. When reasonably possible, CITY facilities will be left in place and protected. If relocation of CITY facilities is required all costs will be borne by the PROJECT.
- 3.3.4 **Relocation of Non-CITY Utilities:** Relocation of utilities owned by other government agencies or private utility companies may be required for the construction or operation of the PROJECT. The DISTRICT understands that it must enter separate agreements with such entities for relocation of non-CITY utilities and that the costs of such relocations are the sole responsibility of the BRT Project.
- 3.3.5 **Permits:** DISTRICT shall comply with all CITY planning and building ordinances for construction of the PROJECT. DISTRICT shall obtain all required CITY permits and approvals for the Project. Inasmuch as the DISTRICT intends to directly reimburse CITY for its staff costs in carrying out its responsibilities under this AGREEMENT, the CITY agrees to otherwise waive its permit fees ("the waiver") to cover CONSTRUCTION Phase of the PROJECT. CITY acknowledges and agrees that, apart from the Cost Reimbursement procedures delineated herein, it shall not exercise or otherwise attempt to assert that DISTRICT is required to pay permit fees for the BRT FACILITIES located within, on, under or over CITY's rights-of-way for the period the Waiver is in place. (See Section 4.3-4 for further discussion of Permit Fees.)

### 3.4 CITY's Construction Phase Commitments

- 3.4.1 **CITY Utility Upgrades:** Any increased capacity or upgrades to any CITY owned utility requested by CITY to be undertaken simultaneously with the relocation of CITY owned utilities shall be at the sole cost of CITY with respect to the incremental costs related to such increased capacity. Such upgrades shall be identified prior to the approval of final plans and specifications for PROJECT.
- 3.4.2 **Permits:** CITY shall allow the use of the PROJECT corridor consistent with CITY approved PROJECT plans and specifications. CITY shall issue all necessary permits and approvals for construction of the PROJECT per the CITY approved plans and specifications. (See Section 4.3-4 for further discussion of Permit Fees.)

### 3.5 Operational Phase Commitments

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

## 4. COST REIMBURSEMENT

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

Consultant assistance may be required to assist the CITY and DISTRICT in undertaking the Scope of Services herein. Consultants will be mutually selected by the CITY and the DISTRICT. The DISTRICT shall directly pay for consultant services. Consultant costs totaling approximately **\$600,000.00** and are not included in the lump sum amount defined in Section 4.2.

- 4.2 The CITY estimates that its total staff costs of Public Works Agency, Planning and Zoning, Building Services, and all other CITY departments involved with BRT PROJECT for Final Design and Construction phases will not exceed **\$1,450,000.00** (See Exhibit A).. This does not include includes CITY Public Works staff charges for the Preliminary Engineering Phase, which were charged against DISTRICT Purchase Order No. ENT01-0000018942.

- 4.3 For the FINAL DESIGN Phase, the CITY will prepare and submit invoices to the DISTRICT for payment on a monthly basis for staff cost incurred while completing inspections, reviews and approvals for the BRT Project. Each invoice shall include copies of approved time sheets (“wet” signature not required) for each staff person for whom the CITY is seeking reimbursement. The CITY shall therefore waive separate Permit Fees (inclusive of application fees and labor for inspections) for applications made during the Final Design Phase, commencing with the effective date of this agreement and concluding when the final design plans are approved for construction by the CITY Public Works Director. The Final Design Phase cost reimbursement by the DISTRICT under this AGREEMENT will not exceed **\$500,000.00**.
- 4.4 During the CONSTRUCTION Phase, the CITY will prepare and submit monthly invoices to the DISTRICT for incremental payment against a lump sum amount to cover all CITY inspections, reviews and approvals associated with constructing the proposed project. The CITY shall therefore waive separate Permit Fees (inclusive of application fees and labor for inspections) for all applications submitted during the Construction Phase. The baseline cost reimbursement by the DISTRICT for the Construction Phase shall not exceed **\$950,000.00**.
- 4.5 Payments under this AGREEMENT shall meet all applicable Federal and State funding guidelines and shall be subject to audit pursuant to the provisions therein. Federal Transit Administration (FTA) funds will be used for funding of this AGREEMENT. All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.IF, as amended and as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CITY shall not perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause the DISTRICT to be in violation of the FTA requirements.
- 4.6 Payments are due and payable within thirty (30) days of invoice. The DISTRICT and the CITY must mutually agree upon any adjustments in payment. Invoices for services performed shall be submitted quarterly by the CITY to AC Transit Accounts Payable, P.O. Box 28507, Oakland, California 94604. The Agreement Number and Purchase Order Number must be referenced on all invoices.

## 5. GENERAL PROVISIONS

### 5.1 Dispute Resolution

Any dispute regarding any of the provisions of this AGREEMENT that cannot be resolved by the DISTRICT’s Senior Project Manager and the CITY’s Project Manager shall be resolved by a meeting between the DISTRICT’s BRT Director, and the CITY’s Director of Public Works. If the issue remains unresolved after all of the

above efforts, then the DISTRICT's General Manager and the CITY's City Administrator shall meet to resolve the dispute. The PARTIES shall act in good faith to resolve any disputes through the above efforts. If, however, the issue remains unresolved after the above efforts, then the PARTIES shall jointly select and engage the efforts of a mediator to help resolve the dispute. The PARTIES shall share the costs of the mediator equally.

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

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

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

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

## **5.3 Applicable Law**

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

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

#### 5.4 Severability

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

#### 5.5 Notices

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

**CITY:**

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

**DISTRICT:**

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

#### 5.6 Attorney's Fees

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

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

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

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

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

#### **5.12 Binding Effect**

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

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

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

#### **5.14 Entire AGREEMENT**

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

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

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

DISTRICT:

CITY:

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

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

Approved as to Form and Content:

Approved as to Form:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Exhibit A - Master Cooperative Agreement

Downtown Oakland to San Leandro Bus Rapid Transit Project  
Summary of City Design (Final Design Phase) and Inspection Services During Construction (Construction Phase)

July 17, 2013

	Weeks	Final Design for PS&E		Inspection Services During Construction		Design Services During Construction		Total Review and Inspection Provided	
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
August 2013	5	165	\$24,750.00	0	\$0.00	0	\$0.00	165	\$24,750
September 2013	4	134	\$25,962.60	0	\$0.00	0	\$0.00	134	\$25,963
October 2013	4	134	\$28,668.39	0	\$0.00	0	\$0.00	134	\$28,668
November 2013	5	400	\$60,000.00	0	\$0.00	0	\$0.00	400	\$60,000
December 2013	4	314	\$47,100.00	0	\$0.00	0	\$0.00	314	\$47,100
January 2014	5	165	\$25,492.50	0	\$0.00	0	\$0.00	165	\$25,493
February 2014	4	134	\$20,703.00	0	\$0.00	0	\$0.00	134	\$20,703
March 2014	4	150	\$23,175.00	0	\$0.00	0	\$0.00	150	\$23,175
April 2014	4	202	\$31,209.00	0	\$0.00	0	\$0.00	202	\$31,209
May 2014	5	250	\$38,625.00	0	\$0.00	0	\$0.00	250	\$38,625
June 2014	4	226	\$34,917.00	0	\$0.00	0	\$0.00	226	\$34,917
July 2014	4	222	\$34,299.00	0	\$0.00	0	\$0.00	222	\$34,299
August 2014	5	285	\$44,032.50	0	\$0.00	0	\$0.00	285	\$44,033
September 2014	4	190	\$29,355.00	110	\$16,995.00	4	\$618	304	\$46,968
October 2014	5	205	\$31,672.50	200	\$30,900.00	4	\$618	409	\$63,191
November 2014	4	0	\$0.00	160	\$24,720.00	4	\$618	164	\$25,338
December 2014	4	0	\$0.00	160	\$24,720.00	9	\$1,391	169	\$26,111
January 2015	5	0	\$0.00	200	\$31,827.00	8	\$1,273	208	\$33,100
February 2015	4	0	\$0.00	170	\$27,052.95	8	\$1,273	178	\$28,326
March 2015	4	0	\$0.00	380	\$60,471.30	16	\$2,546	396	\$63,017
April 2015	4	0	\$0.00	360	\$57,288.60	32	\$5,092	392	\$62,381
May 2015	5	0	\$0.00	500	\$79,567.50	32	\$5,092	532	\$84,660
June 2015	4	0	\$0.00	390	\$62,062.65	32	\$5,092	422	\$67,155
July 2015	5	0	\$0.00	500	\$79,567.50	32	\$5,092	532	\$84,660
August 2015	4	0	\$0.00	330	\$52,514.55	32	\$5,092	362	\$57,607
September 2015	4	0	\$0.00	290	\$46,149.15	32	\$5,092	322	\$51,241
October 2015	5	0	\$0.00	210	\$33,418.35	32	\$5,092	242	\$38,511
November 2015	4	0	\$0.00	160	\$25,461.60	32	\$5,092	192	\$30,554
December 2015	4	0	\$0.00	190	\$30,235.65	32	\$5,092	222	\$35,328
January 2016	5	0	\$0.00	240	\$39,338.17	32	\$5,245	272	\$44,583
February 2016	4	0	\$0.00	230	\$37,699.08	32	\$5,245	262	\$42,944
March 2016	4	0	\$0.00	240	\$39,338.17	32	\$5,245	272	\$44,583
April 2016	5	0	\$0.00	460	\$75,398.16	32	\$5,245	492	\$80,643
Totals		3,176	\$500,000	5,480	\$875,000	469	\$75,000	9,125	\$1,450,000

## Notes:

- Hours and fees identified herein represent the estimated City staff time for inspections, reviews and approvals associated with bidding and constructing the proposed BRT project.
- This summary assumes bid packages for Advanced Utilities, Derby/E. 10th Bypass, Three (3) off-street parking lots, Segment A (Durant Avenue to 42nd Avenue) and Segment B (42nd Avenue to Downtown Oakland).
- Hours and fees identified herein exclude unanticipated overtime, special inspections, emergency maintenance services, excessive change order reviews/approvals or any excessive City field personnel time that is not anticipated prior to the commencement of the

BRT Master Cooperative Agreement  
 Exhibit B: Conformance Standards for Oakland Conditions of Approval Numbers I through IX

Oakland Condition of Approval (Resolution C.M.S. 84016)	Conformance Standards
<p><b>I. Business Impacts</b>            The City has supported economic development along the DOSL BRT Project line through many methods, one of which is the establishment of parking spaces to support automobile access to business. The DOSL BRT Project will need to remove some parking spaces where fixed stations will be built and the roadway width is too narrow to accommodate both parking and travel lanes. At this stage of the conceptual design process, it is not possible to tell with certainty how some existing businesses' parking needs will be impacted by this Project.            When Required: Prior to finalizing the 35% stage of preliminary design</p> <p><b>IA. Parking and Business Operation Impacts</b>            Requirement: AC Transit will continue to identify and resolve business owner issues related to the impact of the BRT on parking and business operations. Where possible, AC Transit will physically configure parking spaces in ways that are mutually agreeable to business owners, AC Transit and the City of Oakland. Where that is not possible, AC Transit will work with business owners to identify appropriate ways to compensate business owners for the financial impacts on their businesses caused by the loss of parking, up to and including possible relocation to comparable sites, within the financial constraints of the project.</p> <p>During the course of construction and implementation of the project there may be other impacts to businesses which require mitigation. Mitigations may be short-term (during construction) or may be permanent. Such mitigations may include</p> <ul style="list-style-type: none"> <li>• Substitute parking</li> <li>• Entranceway realignment or other changes to layout or façade to improve interaction between the site and the BRT system</li> <li>• Compensation for lost business and/or lost functionality</li> <li>• Relocation</li> <li>• Transportation Demand Management</li> </ul>	<p>AC Transit shall submit a draft Business Impact Mitigation Plan and a corresponding draft Parking Impact Mitigation Plan for Oakland City Council review on or before completion of the 65% Design Phase of the BRT Project. AC Transit and City staff shall consult with impacted business owners, associations, and representation groups such as Allen Temple Baptist Church, the East Bay Asian Youth Center, Unity Council, Eastside Arts Alliance, and East Bay Asian Local Development Corporation in the revision of the Business Impact Mitigation and Parking Impact Mitigation Plans. The approved plans shall be attached to the Master Cooperative Agreement between the City and AC Transit for Final Design and Construction of the BRT Project.</p> <p>The Business Impact Mitigation Plan (BIM-P) is separate and distinct from the Parking Impact Mitigation Plan (PIM-P) for the BRT Project. The PIM-P covers the replacement or relocation of on corridor parking permanently lost to the BRT Project construction pursuant to COA I.A &amp; II. The BIM-P covers all other BRT Project efforts to identify and resolve the short term and all other long-term impacts of BRT construction on business operations pursuant to COA I.A &amp; I.B</p> <p>The Business Impact Mitigation Plan (BIM-P) shall include, but not necessarily be limited to, the following baseline Business Support Mitigations (BSM) activities. All baseline BSM activities shall be fully funded and implemented by AC Transit.</p> <p><b>1. Business Support Mitigations Listed in Draft BIM-P (June 11, 2013)</b>            AC Transit shall complete all activities listed in the Draft BIM-P under Business Support Mitigations, Public Information and Motorist Information, which includes but is not limited to staffing for a centrally-located BRT Project Office and an Ombudsperson Program (See Tables 3 &amp; 5, Draft Business Mitigation Plan, Dated 6-11-2013 and published in the July 9, 2013 Oakland Public Works Committee agenda).</p> <p><b>2. BRT Project Offices on International Blvd</b>            The District shall open one central office on International Blvd that provides information about the BRT Project and mitigations, including project schedule and mitigation details such as environmental health mitigations during construction, access to business assistance resources and construction and other job opportunities. The District shall consider offering similar information in two other locations along International Blvd, possibly through satellite offices. The District shall work with community based organizations along International Blvd to help disseminate information about the Project offices.</p>

Oakland Condition of Approval (Resolution C.M.S. 84016)	Conformance Standards
	<p>The Parking Impact Mitigation Plan (PIM-P) shall clearly address the following:</p> <ol style="list-style-type: none"> <li>1. During the Preliminary Engineering (35% Design) Phase, the District shall develop the preliminary baseline geometry for the BRT Project, inclusive of baseline parking impacts along the corridor, and develop baseline mitigation plans to fully offset all on-street parking loss within the geographic boundaries of the City of Oakland. The term “fully offset all on-street parking loss” means that all on-street parking stalls lost to BRT Project construction are to be replaced as detailed under item 4 below.</li> <li>2. During the Final Design Phase (65%, 95% and 100% milestones), the District shall further define and refine the baseline geometry and the corresponding mitigation plans needed to fully offset all on-street parking loss within the geographic boundaries of the City of Oakland.</li> <li>3. During the Final Design Phase (65%, 95% and 100% milestones), the District shall develop plans and or specifications that identify parking impacts during construction. Said plans and/or specifications shall define the location of all parking stalls impacted by the project construction activities and identify the corresponding mitigation necessary to fully offset all on-street parking loss within the geographic boundaries of the City of Oakland.</li> <li>4. The term “fully offset all on-street parking loss” means that all on-street parking stalls lost to BRT Project construction are to be replaced as follows: <ol style="list-style-type: none"> <li>a) When an existing on-street parking stall is removed due to the proposed BRT project, a “replacement” parking stall shall be created. The replacement parking stall shall, to the maximum extent possible, be located within 200 feet of the lost parking stall but in no case shall the replacement parking stall be located more than 500 feet from the lost parking stall.</li> <li>b) All on-street parking stalls shall be “replaced” in kind: <ol style="list-style-type: none"> <li>1. Metered (paid) Parking shall be replaced on a one to one basis. All such Metered Parking space relocations are subject to City review and approval. The City may require the installation of new equipment.</li> <li>2. Loading Zones shall be replaced on a one to one basis: Loading Zones will generally be relocated to the closest available parking space(s) but, in all cases, impacted business owners shall be consulted and Loading Zones shall be located and physically configured in ways that are mutually agreeable to the District, City and impacted business owners. All impacts on existing on-street parking space caused by the relocation or creation of loading zones shall be fully mitigated.</li> <li>3. Disabled Parking Zones (DPZ) shall be replaced on a one to one basis; all such relocations are subject to City review and approval. Further, the District shall install additional DPZ as required by the City’s On-Street Disabled Parking Zone Policy (2009) and/or by Americans with Disabilities Act regulations. All DPZ locations and configurations are subject to City review and approval.</li> </ol> </li> <li>c) Replacement parking stalls may be created by displacing existing on-street parking</li> </ol> </li> </ol>

Oakland Condition of Approval (Resolution C.M.S. 84016)	Conformance Standards
	<p>stalls that are currently underutilized (less than 85% utilized). AC Transit shall conduct additional parking utilization studies as necessary to update / supplement the Final Environmental Impact Study (FEIS) (2011). Displacement of any underutilized parking stall requires specific approval by the City's Public Works Director, or designee. Creation of replacement parking stalls by displacing underutilized on-street parking stalls requires a parking inventory analysis on a block by block basis; and consultation with impacted businesses/residents. Furthermore, creation of parking stalls by displacing underutilized on-street parking stalls shall conform to all City requirements when creating new and when modifying existing on-street parking rules (converting uncontrolled parking to controlled parking), including, but not limited to, the following Public Works Agency standards:  <a href="http://www2.oaklandnet.com/Government/o/PWA/o/EC/s/DGP/OAK025902">http://www2.oaklandnet.com/Government/o/PWA/o/EC/s/DGP/OAK025902</a></p> <p>EXCEPTION</p> <ol style="list-style-type: none"> <li>1. Replacement parking stalls can be created by constructing off-street parking lots as specified in COA Number II below or as otherwise approved by the Oakland City Council.</li> <li>2. For the Elmhurst area only, <u>all</u> on-street parking lost due to the BRT project shall be replaced on a one for one basis.</li> </ol>
<p>IB. Parking, Construction and Other Impacts: Mitigation Fund Requirement: In order to assure that business impacts are addressed, details shall be agreed to between the City of Oakland and AC Transit to create an impact mitigation fund, and establish disbursement procedures for that fund, which may be used for such needed mitigations as are identified during the upcoming phases of the project. Authorization of the Mitigation Fund shall be by the Oakland City Administrator (or designee) and AC Transit General Manager (or designee).</p> <p>When Required: Prior to finalizing the 35% stage of preliminary design</p>	<p>Business Impact Mitigation Fund: The City and AC Transit will jointly develop a business impact mitigation plan that includes a business impact mitigation fund and a disbursement procedure for those funds. City and AC Transit staff shall return to Council with updates on or before completion of the 65% and 95% Design Phases of the BRT Project. The Fund may be used for such needed mitigations as identified during Final Design and Construction phases of the project. Authorization of the Mitigation Fund shall be by the City Administrator (or designee) and the AC Transit General Manager (or designee).</p>
<p>IC. Local Hire  AC Transit will encourage prime and subcontractors to voluntarily hire local residents and shall provide regular progress reports to the Oakland City Council.</p>	<p>AC Transit shall develop a Construction Careers Policy (CCP), consistent with federal funding guidelines, targeting employment and training opportunities to residents of low-income areas and disadvantaged workers, and shall integrate said CCP into a Project Labor Agreement (PLA). The AC Transit Board approved CCP and PLA shall be attached to the Master Cooperative Agreement and AC Transit staff shall regularly update the Oakland City Council on its CCP and PLA activities.</p>
<p>II. Parking Mitigation: Three commercial areas were identified where the DOSL BRT Project displaces significant parking, demand exceeds 85</p>	<p>1. Where the BRT Project will construct Off-Street Parking Lots to offset on-street parking displacement, AC Transit is wholly responsible for real estate acquisition, construction,</p>

Oakland Condition of Approval (Resolution C.M.S. 84016)	Conformance Standards
<p>percent, existing off-street parking is limited, opportunities to park on nearby cross-streets is limited, and opportunities to provide parking by improving the use of nearby existing parking is limited. For these reasons, provision of parking lots that fully offset parking loss will be required, and the City will collect any revenue from meters or parking lot control systems in the following areas:</p> <p>A. San Antonio District Requirement: AC Transit shall coordinate acquisition, design, construction, operations and maintenance efforts necessary to provide off-street parking in the vicinity of International Boulevard and 20th Avenue to mitigate the removal of on-street parking in the San Antonio District. This may occur by locating or creating new parking spaces, or acquiring a parking lot, whichever best meets the business owner's needs. AC Transit shall also assure that pedestrian safety lighting, according to City standards, is provided at any parking lot and along the path of travel to E. 12th Street and to International Boulevard.</p> <p>B. Fruitvale District Requirement: AC Transit shall coordinate acquisition, design, construction, operations and maintenance efforts necessary to provide off-street parking in the Fruitvale District to mitigate the removal of on-street parking along International Boulevard due to construction of the DOSL BRT project. AC Transit shall also assure that pedestrian safety lighting is provided at the subject parking lot and along the path of travel to International Boulevard according to City requirements.</p> <p>C. Elmhurst District Requirement: AC Transit shall coordinate acquisition, design, construction, operations and maintenance efforts necessary to provide off-street parking in the vicinity of International Boulevard and 87th Avenue to mitigate the removal of on-street parking in the Elmhurst District due to construction of the BRT project. AC Transit shall also assure that pedestrian safety lighting is provided at the subject parking lot and along the path of travel to International Boulevard according to Oakland's published lighting standards and City requirements.</p>	<p>maintenance and operation of the lots in full conformance with the Final Environmental Impact Study (FEIS), Federal Record of Decision (ROD), and local requirements, except that the City shall collect revenue from any meters or parking lot control systems installed to offset metered (paid) parking loss.</p> <p>2. Parking Lot parcels shall be acquired prior to construction award for the respective BRT roadway construction contracts. Parking Lots shall be constructed and made operational prior to construction in each subject geographic area.</p> <p>3. AC transit shall conform to all City requirements and obtain all necessary permits and approvals for construction or reconstruction of Parking Lots.</p> <p>4. For the San Antonio and the Fruitvale area, as defined in the FEIS, AC transit shall provide new and/or replacement parking within these areas such that the new and/or replacement parking will fully offsets as defined under the conformance standards for Parking Impact Mitigation Plan in Section 4 all on-street parking lost due to the BRT project. Said new or replacement parking shall conform to one or more of the following:</p> <p>a. AC Transit shall create new parking stalls by acquiring, designing, constructing, maintaining and operating Off-Street Parking Lots;</p> <p>b. AC Transit shall create new parking stalls by reconfiguring existing parallel on-street parking stalls to diagonal parking stalls that are in the vicinity of the BRT corridor; and/or</p> <p>c. AC Transit shall relocate existing controlled on-street parking to side streets (arterials). All such relocated spaces shall, to the maximum extent possible, be located within 200 feet of the lost parking stall but in no case shall the replacement parking stall be located more than 500 feet from the lost parking stall.</p> <p>5. For the Elmhurst area, as defined in the FEIS, AC transit shall provide replacement parking by acquiring, designing, constructing, maintaining and operating an Off-Street Parking Lot(s). For the Elmhurst area only, <u>all</u> on-street parking lost due to the BRT project shall be replaced on a one for one basis.</p>
<p><u>III. Relocated and Additional BRT Project Station Locations</u> In response to concerns raised by the community, several stations shall be moved and two additional stations shall be added to the DOSL BRT Project. In total, these small adjustments are intended to better serve senior centers, schools, and residential areas, and will result in shorter</p>	<p>1. AC Transit shall complete 40% Geometric Approval Drawings (GAD) on or before July 30, 2013, that incorporates the Relocated or Additional BRT Project Stations and all other changes to project geometry as required by these Conditions of Approval or other City requirements, such as Fire and Life Safety requirements. Throughout the development of final design and construction documents, AC transit shall manage, document and inform the</p>

Oakland Condition of Approval (Resolution C.M.S. 84016)	Conformance Standards
<p>walking distances to reach the stations for these populations. If these station relocations have a negative effect on other constituents, AC Transit will hold additional meetings with those businesses or residents impacted by the DOSL BRT Project and work with the City to resolve these issues to the City's satisfaction.</p> <p>A. International at 63rd Avenue Requirement: AC Transit shall coordinate design and construction of a new BRT Project station in the vicinity of 63rd Avenue, in order to achieve better station spacing.</p> <p>B. International at 67th Avenue Requirement: AC Transit shall coordinate design and construction of a relocated BRT Project station at 67th Avenue, replacing the planned BRT Project station at 65th Avenue, in order to better serve nearby schools.</p> <p>C. International at 86th Avenue Requirement: AC Transit shall coordinate design and construction of a relocated BRT Project station at 86th Avenue, replacing the planned BRT Project station at 87th Avenue, in order to achieve better station spacing.</p> <p>D. International at 90th Avenue Requirement: AC Transit shall coordinate design and construction of a new BRT Project station in the vicinity of 90th Avenue, in order to achieve better station spacing.</p> <p>E. International at 103rd Avenue Requirement: AC Transit shall coordinate design and construction of a relocated BRT Project station at 103rd Avenue, replacing the planned BRT Project station at 104th Avenue, in order to better serve nearby senior facilities</p>	<p>City in a timely manner about all changes in geometry that have a potential impact on station locations, parking and/or emergency vehicle response times.</p> <p>2. AC Transit shall hold community meetings and otherwise provide businesses and residents impacted by these station relocations the opportunity to comment and request further modifications. AC Transit shall develop final design resolutions that, to the maximum extent possible, are mutually agreeable to the District, City and stakeholders.</p>
<p><b>IV. Pedestrian Safety:</b> Pedestrian and patron safety needs to be specifically addressed as part of this project, (See also Section X, Maintenance and Operations.)</p> <p>A. Pedestrian lighting at Stations: Requirement: AC Transit shall provide pedestrian-scale safety lighting in the vicinity of all DOSL BRT Project stations, including the stations themselves and adjacent sidewalks. This lighting will be replaced by AC Transit as needed and will also be the responsibility of AC Transit for energy supply and maintenance.</p>	<p>1. Pedestrian Safety. AC Transit shall specifically address pedestrian and patron safety as part of this project by:</p> <ul style="list-style-type: none"> <li>a. installing safety lighting;</li> <li>b. installing camera equipment; and</li> <li>c. providing safety personnel</li> </ul> <p>2. Pedestrian Lighting at BRT Stations.</p> <ul style="list-style-type: none"> <li>a. AC Transit shall install, own, operate and maintain pedestrian-scale safety lighting within each BRT station, which includes the entire station canopy and platform area.</li> <li>b. AC Transit shall install, own, operate and maintain pedestrian-scale safety lighting in the</li> </ul>

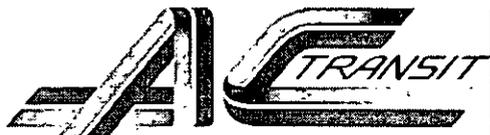
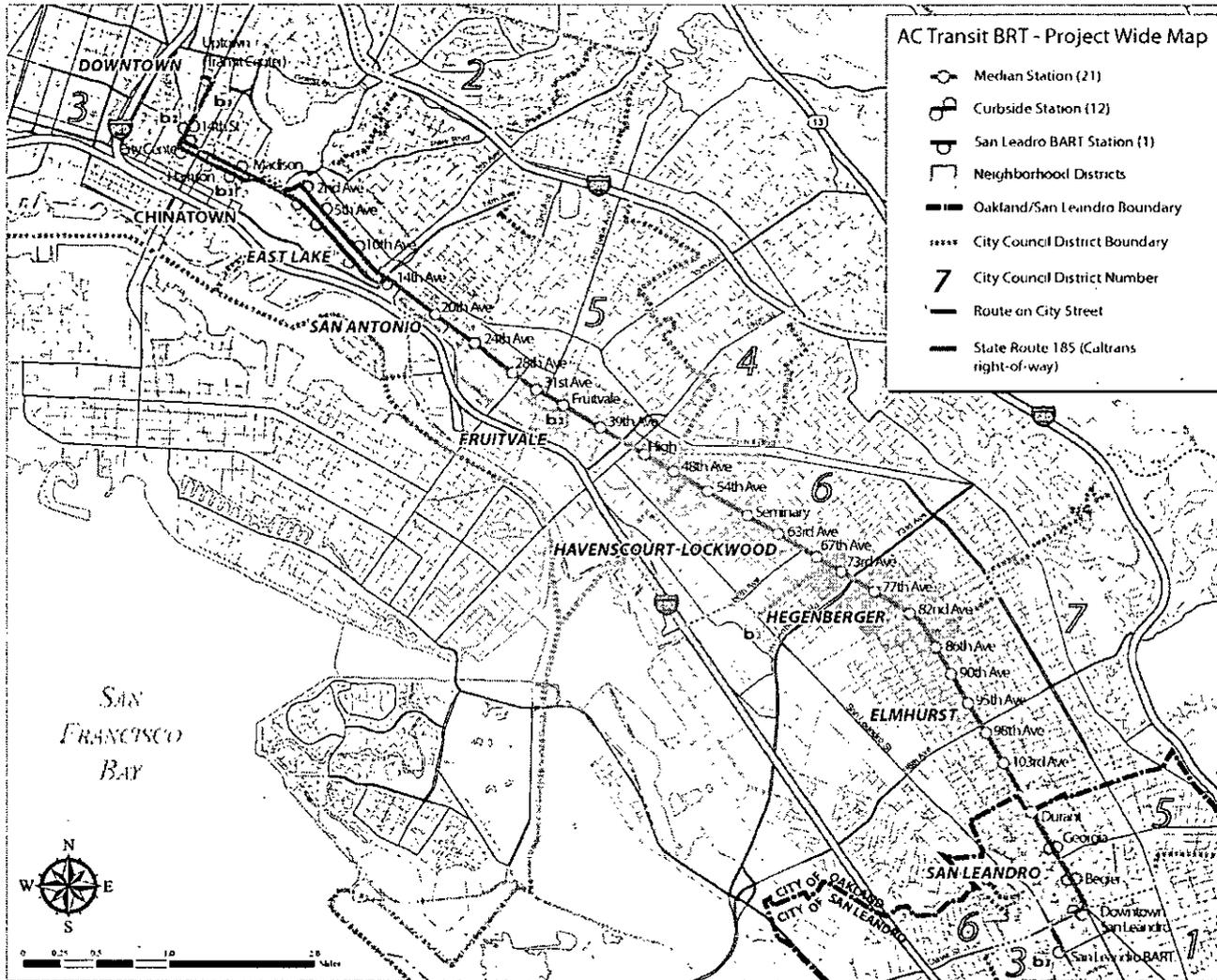
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Oakland Condition of Approval (Resolution C.M.S. 84016)	Conformance Standards
<p><b>B. Pedestrian lighting at All New and Upgraded Signalized Intersections:</b> Requirement: AC Transit shall provide safety lighting at all signalized intersections being upgraded or implemented by the DOSL BRT Project. This lighting will be replaced or repaired by AC Transit as needed. The lighting will be the responsibility of the City for energy supply and maintenance.</p> <p><b>C. Pedestrian Lighting at All New and Upgraded Pedestrian Crossings:</b> Requirement: AC Transit shall provide safety lighting at all pedestrian crossings with pedestrian detection being upgraded or implemented by the DOSL BRT Project. This lighting will be replaced or repaired by AC Transit as needed. The lighting will be the responsibility of the City for energy supply and maintenance.</p> <p><b>D. Security Provisions at All Stations:</b> Requirement: AC Transit shall provide security, to include cameras and safety personnel as necessary to ensure the security of the patrons at the stations and in nearby areas. The security systems will be replaced or repaired by AC Transit as needed. The security system will be the responsibility of AC Transit for energy supply and maintenance.</p>	<p>vicinity of each BRT stations as follows:</p> <ol style="list-style-type: none"> <li>1. The sidewalk area immediately adjacent to the BRT station (street curb to back of sidewalk or City right of way);</li> <li>2. The sidewalk ramps that are ingress/egress to the station; and</li> <li>3. At all sidewalks around each curb return within the intersection closest to the BRT station, the BRT will install pedestrian-scale lighting where necessary to augment safety lighting installed in accordance with Item 3 below.</li> </ol> <p>This pedestrian-scale lighting shall provide the average light illumination per the City of Oakland Street Lighting Warrants for Transit Access (<a href="http://www2.oaklandnet.com/oakca1/groups/pwa/documents/policy/oak025394.pdf">www2.oaklandnet.com/oakca1/groups/pwa/documents/policy/oak025394.pdf</a>).</p> <p>c. AC Transit will pay for the energy supply to <u>all</u> pedestrian-scale safety lighting at BRT Stations.</p> <p><b>3. Pedestrian Lighting at Signalized Intersections.</b></p> <ol style="list-style-type: none"> <li>a. AC Transit shall install new or upgraded safety lighting within the BRT project corridor at all signalized intersections that are within the City of Oakland geographic boundary. Said safety lighting shall conform to the City of Oakland Outdoor Lighting Standards (<a href="http://www2.oaklandnet.com/oakca1/groups/pwa/documents/policy/oak026007.pdf">www2.oaklandnet.com/oakca1/groups/pwa/documents/policy/oak026007.pdf</a>) and the City of Oakland Street Lighting Warrants (<a href="http://www2.oaklandnet.com/oakca1/groups/pwa/documents/policy/oak025394.pdf">www2.oaklandnet.com/oakca1/groups/pwa/documents/policy/oak025394.pdf</a>).</li> <li>b. New or upgraded safety lighting within the right of way under the City of Oakland's jurisdiction or control shall be owned, operated, and maintained by the City, and the City shall pay for the energy supply for lights it owns.</li> </ol> <p><b>4. Pedestrian Lighting at All New and Upgraded Pedestrian Crossings.</b> AC Transit shall install new or upgrade existing pedestrian lighting, within the City of Oakland geographic boundary, at all new or upgraded pedestrian crossings. The safety lighting illumination at each crosswalk shall provide the average light illumination per the City of Oakland Street Lighting Warrants for Transit Access (<a href="http://www2.oaklandnet.com/oakca1/groups/pwa/documents/policy/oak025394.pdf">www2.oaklandnet.com/oakca1/groups/pwa/documents/policy/oak025394.pdf</a>). This safety lighting shall be placed in locations to maximize the illumination of pedestrians inside each crosswalk.</p> <ol style="list-style-type: none"> <li>b. New or pedestrian safety lighting within the right of way under the City of Oakland's jurisdiction or control shall be owned, operated, and maintained by the City, and the City shall pay for the energy supply for lights it owns.</li> </ol> <p><b>5. Cameras at Stations.</b> AC Transit shall install, own, operate and maintain surveillance cameras at the stations (station area is to be defined by Operations and Maintenance Agreement). AC Transit shall develop a BRT Security Plan that locates each camera to provide the necessary coverage to enhance the security of patrons at the stations and nearby areas. Said security plan shall include the type of cameras; the process for law enforcement to review data stored on camera equipment; when, where and how will the data be stored and the process for ensuring the equipment is well maintained. AC Transit</p>

Oakland Condition of Approval (Resolution C.M.S. 84016)	Conformance Standards
<p><b>D. International Best Practices:</b> AC Transit shall apply international best practices and universal design principles in the design and delivery of bus rapid transit in Oakland. This applies to infrastructure, vehicle, and service delivery system design, construction, and operation.</p>	<p>D. International Best Practices: AC Transit shall provide updates to the joint committee on how they are meeting or exceeding International Best Practices and Universal Design Principles as part of the 35%, 65%, and 95% Design review processes.</p>
<p><b>VI. Paving:</b> The BRT Project will remove parking lanes and restrict autos and trucks to one lane in each direction, increasing total wear and tear of these roadways. In order to accommodate this increased level of use, and to minimize future repairs that would force temporary suspension of dedicated bus lanes or detours to adjacent facilities, these lanes must be reconstructed and paved as part of the seamless whole of the paving project.</p> <p><b>A. Paving for the Downtown Oakland to San Leandro component of the BRT Project</b>  Requirement: AC Transit shall rehabilitate (not spot pave) all lanes, including the BRT-dedicated travel lanes, general purpose lanes, and any remaining parking lanes on International Boulevard, 11th Street, 12th Street, and E. 12th Street from curb to curb, wherever needed, to provide a 12-year useful life for these facilities. Rehabilitation method will be determined based on the existing condition and anticipated traffic index.</p>	<p>Paving. AC Transit shall evaluate the existing pavement condition on International Boulevard, 11th Street, 12th Street and E. 12th Street from curb to curb, and all other street pavement areas reconstructed by the BRT Project in Oakland, and determine the necessary rehabilitation of all existing pavement and/or supporting subsurface materials to ensure the roadway pavement will have a 12-year useful life. Said evaluation shall be in the form of a materials report approved by the Public Works Agency Director concurrent with the 65% project milestone. This Materials Report shall clearly identify locations and the designs for all necessary pavement and/or subsurface structural section reconstruction to ensure the 12-year useful life of the pavement and justify the Traffic Index(s) that will be used for the pavement design(s).</p> <p>AC Transit shall rehabilitate (not spot pave) all lanes, including the BRT-dedicated travel lanes, general purpose lanes, and any remaining parking lanes as required by the approved Paving Study. Paving rehabilitation shall minimally consist of a 2" asphalt overlay on International Boulevard, 11th Street, 12th Street and E. 12th Street across the full width (curb to curb) within the geographic boundaries of the City of Oakland.</p> <p>AC Transit shall make provisions in the construction cost estimate for additional pavement and/or subsurface structural section reconstruction that may be subsequently identified during the 95% and 100% design phases and /or during construction of the BRT Project.</p>
<p><b>VII. Bicyclist Safety</b>  Where compatible bike lanes exist along the corridor, the DOSL BRT Project shall fill gaps in the system and provide bike parking.</p> <p><b>A. Class II bike lanes</b> AC Transit shall design and construct Class II bike lanes on East 12<sup>th</sup> Street from 2<sup>nd</sup> Avenue to 3<sup>rd</sup> Avenue to close the bike lane gap between the current 12<sup>th</sup> Street Measure DD Project and the East Bay BRT Project as proposed.</p> <p><b>B. Bicyclist Safety Provisions Near Each BRT Station</b> AC Transit will install bike racks in the near vicinity of stations, to meet demand, based on availability of space. These will allow bicyclists to have safe, lighted, and easy access to the BRT system. These racks shall be designed and located in conjunction with the City's Bicycle and Pedestrian Program, and maintained by AC Transit.</p>	<p>1. AC Transit shall meet with the City of Oakland Bicycle/Pedestrian Program Manager to clearly define and document all of the City's planned bike lane projects that are overlapping or are adjacent to the BRT project on or before completion of the 65% Design Phase. AC Transit shall close the gaps where compatible bike lanes exist or are planned along the corridor, inclusive of:</p> <ol style="list-style-type: none"> <li>a) Construct class II bike lanes on East 12th Street from 2nd Avenue to 3rd Avenue to close the gap between the current 12<sup>th</sup> Street Measure DD project and the BRT project.</li> <li>b) Develop improvements to accommodate a safe and uninterrupted bicycle route from 54<sup>th</sup> Avenue, along International Boulevard and to E.12<sup>th</sup> Street.</li> <li>c) Implement necessary improvements for a safe crossing for bicyclist at the East 8th Street, East 12th Street and 14th Avenue intersection, which will close the unsafe bike lane gap between the BRT project and the proposed E. 12th Street bike lane project – just east of 14th Street to Fruitvale Avenue.</li> <li>d) Implement appropriate bike lane improvements on International Boulevard</li> </ol>

Oakland Condition of Approval (Resolution C.M.S. 84016)	Conformance Standards
	<p>between 82<sup>nd</sup> Avenue and 85<sup>th</sup> Avenue to safely transition existing bike lanes across the BRT corridor.</p> <p>2. AC Transit shall calculate the demand for bike racks for each BRT station. AC Transit shall install the as calculated number of bike racks in the near vicinity of BRT stations based on availability of space. Said bike racks are to be placed to provide bicyclists with safe, lighted and easy access to the BRT system, as well as be in conformance with the City of Oakland Bicycle and Pedestrian Program. AC Transit shall maintain all bike racks installed as part of the BRT project</p>
<p><b><u>VIII. Oakland Streetscape Coordination</u></b>  A. 14th Avenue Streetscape Project: AC Transit shall coordinate design and construction efforts on East 12<sup>th</sup> Street/International Boulevard and 14<sup>th</sup> Avenue with the 14<sup>th</sup> Avenue Streetscape Project, which is currently in design development under a design/build contract by the City of Oakland. If the City's 14<sup>th</sup> Avenue project does not go through, AC Transit will work with the City to ensure that 14<sup>th</sup> Avenue design components related to the BRT Project are incorporated into the design and construction of the BRT Project.</p>	<p>AC Transit will work with City Staff during the design process so BRT project can tie into the City's design/build 14th Avenue Streetscape Project. The extent to which AC Transit shall install portions of the City's 14<sup>th</sup> Avenue Streetscape Project that are on and within the vicinity of International Boulevard is to be determined during the 65% Design Phase and by mutual agreement of the City Public Works Director and AC Transit General Manager.</p>
<p><b><u>IX. Coordination with International Blvd Transit-Oriented Development (IB-TOD) Plan:</u></b>  The BRT project should coordinate with and help meet the public access goals of the International Boulevard Transit Oriented Development Plan completed in 2011 by the City of Oakland.  A. Implement Category 1 pedestrian improvements: AC Transit shall install pedestrian signals or other pedestrian improvements at named locations along International, or, if infeasible, at alternate locations that provide a minimum of 800-foot spacing between adjacent signalized crossings.</p>	<p>AC Transit shall install pedestrian signals or other pedestrian improvements along International Boulevard that provide a minimum of 800-foot spacing between adjacent signalized crossings. AC Transit shall convene a meeting with the City's International Boulevard Transit-Oriented Development experts to specifically define the required pedestrian signal locations and the other required pedestrian improvements.</p>

# East Bay Bus Rapid Transit



**Downtown Oakland to San Leandro**





## Project Benefits

- \$178MM investment in the community
- 9.5 miles of newly paved streets
- Improved Safety and Security Features - Pedestrian and Transit
- Enhanced ADA features
- 2.4 miles of new bike lanes
- Career employment opportunities now, during construction and after service begins



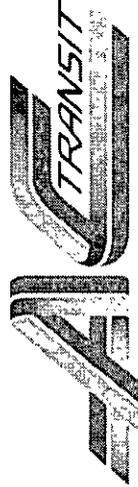
*Downtown Oakland to San Leandro*





## Current Project Status

- District substantially complies with 11 of the 13 Conditions of Approval (COAs)
- The District is committed to satisfying the parking replacement requirement
- The District is working toward an agreement on the Business Impact Mitigation Plan (BIMP)





# Parking Impact Issues

- District and City staff are working toward the precise technical definition of parking replacement of “fully offset” requirement
- District is committed to satisfying the requirement once it is fully specified





# Business Impact Issues

- **The funding level of the mitigation fund**
- **Impact to Business vs. Business Revenue Loss**
  - Loss of revenue by businesses during or after construction is not an approved project expenditure by either the FTA or the State as project grant funding partners.
- **The creation of a community-based oversight body for the project beyond the existing oversight structure**





# Progress Since July 2012 Council Adoption

- Added 2 stations
- Relocated 17 stations based on input from community and public safety officials
- improved accessibility, worked with ACAC and AAC
- Added pedestrian signage, crosswalk enhancements
- Modified roadway alignment and station locations to minimize parking changes and enhance business access
- Refined definition of project scope and cost
- Developed strategy for Public Art Enhancement program
- Met with multiple individual business owners, including 11 in San Antonio, 20 community groups
- Hosted over 40 public outreach meetings



*Downtown Oakland to San Leandro*





# What's Next?

- Continue design process with City and community for Parking and Traffic Mitigations, Utility Relocations and Major Construction
- Intensive outreach effort during next 6 months focusing on business and parking impacts, careers policy and contract opportunities
- Submit Small Starts Grant Agreement application to secure remaining \$27.6 million in federal funding
- Finalize utility agreements
- Finalize Artistic Enhancement RFQ and initiate procurement
- Host contractor and careers outreach workshop In August
- Secure a location for BRT Community Outreach Center on corridor



*Downtown Oakland to San Leandro*





# Points of Contact

**David Wilkins, Director – Bus Rapid Transit Program**  
**510-891-5427 / [dwilkins@actransit.org](mailto:dwilkins@actransit.org)**

**Beverly Greene, Director – Legislative Affairs and Community Relations**  
**510-891-7255 / [bgreene@actransit.org](mailto:bgreene@actransit.org)**

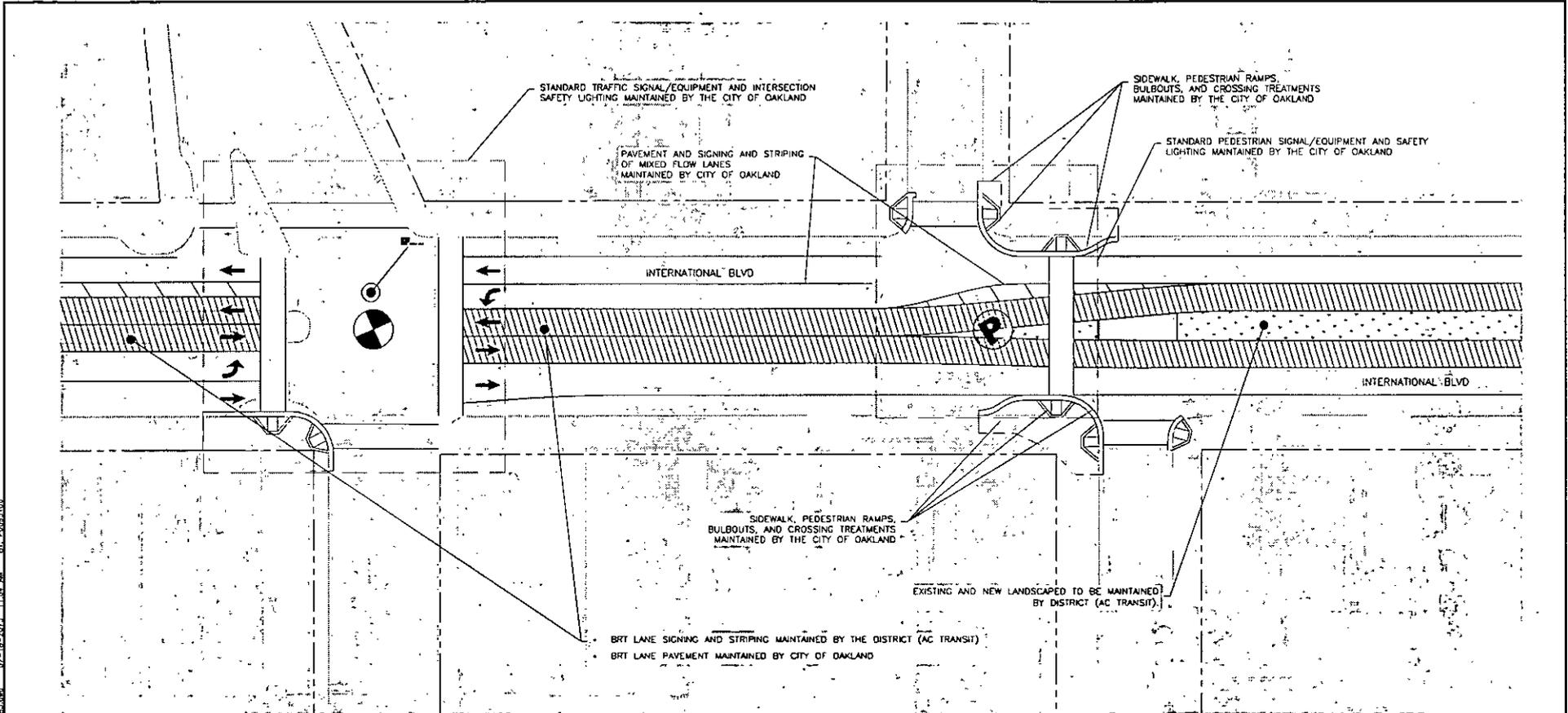


*Downtown Oakland to San Leandro*

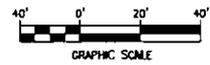




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 PROJECT: B3 - EXHIBIT B3 - EAST BAY BUS RAPID TRANSIT PROJECT



**NOTES:**  
 1. BRT STRIPING, BUS PADS, DECELERATION PADS AND BRT PAVEMENT MARKING AND STRIPING WILL BE MAINTAINED BY THE DISTRICT (AC TRANSIT).



REV	DATE	DESCRIPTION

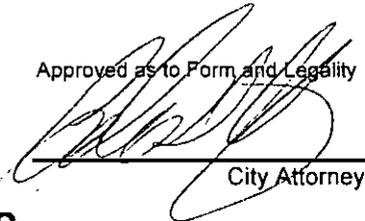


EAST BAY BUS RAPID TRANSIT PROJECT  
 AGREEMENT FOR MAINTENANCE EXHIBIT  
 EXHIBIT B3 - CITY OF OAKLAND  
 PROTOTYPICAL EXHIBIT: BRT CORRIDOR

DWG NO  
**B3**  
 SHEET NO

**REVISED**  
7-23-13

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

Approved as to Form and Legality  
  
City Attorney

**OAKLAND CITY COUNCIL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PASSED BY THE FOLLOWING VOTE:**

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

NOES -

ABSENT -

ABSTENTION -

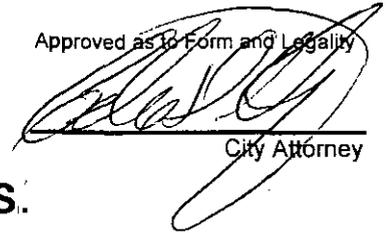
ATTEST: \_\_\_\_\_  
LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

REVISED  
7-23-13

Approved as to Form and Legality

2013 JUL 25 PM 1:00 OAKLAND CITY COUNCIL



City Attorney

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED BY THE FOLLOWING VOTE:

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

NOES -

ABSENT -

ABSTENTION -

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

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