

**Cooperative Agreement**  
**between**  
**Alameda County Transportation Commission**  
**and the**  
**City of Oakland**  
**for the**  
**Oakland Alameda Access Project**  
**and the**  
**Broadway Streetscape Improvements Project**

This cooperative agreement (“AGREEMENT”) is made and entered into on May 14, 2025, by and between the Alameda County Transportation Commission, a joint powers agency (“ALAMEDA CTC”) and the CITY of Oakland, a public agency (“CITY”). ALAMEDA CTC and CITY are sometimes referred hereinafter to as the “PARTIES.”

**RECITALS**

- A. ALAMEDA CTC and the California Department of Transportation (CALTRANS) are responsible for designing, securing approvals, securing permits, and constructing the Oakland Alameda Access Project (“OAAP”), a project that will simplify I-880 freeway access; better connect the cities of Oakland and Alameda; and improve safety and reduce vehicle traffic on local Oakland streets in Chinatown, Jack London District, and Downtown, as presented in the current project factsheet in **Exhibit A**. The OAAP project sponsor is ALAMEDA CTC and is responsible for funding the OAAP improvements. ALAMEDA CTC has partnered with CALTRANS to construct OAAP.
- B. CITY, in cooperation with ALAMEDA CTC and CALTRANS, is responsible for designing, securing approvals, securing permits, and constructing the Broadway Streetscape Improvements (“BROADWAY PROJECT”), a project that will extend existing priority bus lanes currently installed in the heart of downtown, creating new priority lanes stretching south to the waterfront and north to Grand Avenue, as presented in the current project factsheet in **Exhibit B**. In addition to pedestrian enhancements throughout the corridor, two existing vehicle lanes will be repurposed to provide separate travel lanes for buses and regular vehicles, resulting in a more reliable, efficient transit system, and improved intersection safety along one of the CITY’s High Injury Corridors. The BROADWAY PROJECT will improve access to the historic waterfront and enhance physical and digital connectivity between Old Oakland, Chinatown, Downtown, Uptown, and the Jack London District. The BROADWAY PROJECT sponsor is the CITY, and the CITY is responsible for funding and constructing the BROADWAY PROJECT.
- C. The two separate projects, OAAP and BROADWAY PROJECT (the “PROJECTS”) are included in local and regional planning documents such as the Metropolitan Transportation Commission

Plan Bay Area (2013), Estuary Policy Plan (1999), Let's Bike Oakland, Bike Plan (2019), Oakland Walks! Pedestrian Plan (2017), Oakland's Lake Merritt Station Area Plan (2014), Oakland Downtown Oakland Specific Plan (2024), and the City of Alameda's Transportation Choices Plan (2018). Additionally, the PROJECTS will reduce environmental and community impacts, and improve public health outcomes, particularly in one of the region's most impacted communities in Oakland's Chinatown neighborhood affected by freeway-related traffic, traffic between Oakland and Alameda, and some of the CITY's most severe and fatal traffic crashes.

- D. ALAMEDA CTC has secured significant external funding for the construction phase of OAAP, including funding from the Statewide Transportation Improvement Program ("STIP") and Senate Bill 1 Local Partnership Program (Competitive and Formulaic).
- E. CITY has secured significant external funding for the construction phase of the BROADWAY PROJECT, including funding from the US Department of Transportation ("USDOT") Rebuilding American Infrastructure with Sustainability and Equity ("RAISE") Grant Program, Local Funding from ALAMEDA CTC's Comprehensive Investment Plan, and funding from the California State Transportation Agency ("CalSTA") pursuant to Assembly Bill 128 Budget Act of 2021.
- F. For the OAAP, CALTRANS is the lead agency for both the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA"). The combined Environmental Document for OAAP was certified on August 20, 2021, which was a CEQA Environmental Impact Report ("EIR") and NEPA Environmental Assessment ("EA") and Final Individual Section 4(f) Evaluation with Finding of No Significant Impact.
- G. For the BROADWAY PROJECT, the CITY is the lead agency for CEQA compliance which will rely on the BROADWAY PROJECT's categorical and statutory exemptions in compliance with CEQA as of March 28, 2024. CALTRANS is the assigned lead agency for NEPA approval for the BROADWAY PROJECT, which will rely on a categorical exemption prepared by the CITY.
- H. Portions of the OAAP improvements and portions of the BROADWAY PROJECT improvements physically overlap. The anticipated construction duration of OAAP is 40 months. The anticipated construction duration of the BROADWAY PROJECT is 36 months. Both projects will be under construction concurrently. Therefore, the two construction contractors and construction management teams will be required to coordinate and cooperate with each other throughout the multiple stages of overlapping construction.
- I. Upon completion, the resulting BROADWAY PROJECT infrastructure improvements will ultimately be owned by CITY or will have an impact on CITY and CALTRANS operations and maintenance of existing facilities.

- J. Upon completion, the resulting OAAP infrastructure improvements within CITY right of way will ultimately be owned by CITY or will have an impact on CITY and CALTRANS operations and maintenance of existing facilities.
- K. This AGREEMENT is not itself a project subject to CEQA since it does not result in a physical change in the environment.
- L. Execution of this AGREEMENT was approved pursuant to actions of the City Council of CITY by resolution 90211 C.M.S. on May 7, 2024.
- M. NOW THEREFORE, the PARTIES mutually understand and agree to the following:

**SECTION I  
INTRODUCTION:**

- 1.1 The Recitals above are true, correct and made a part hereof.
- 1.2 This AGREEMENT will serve as a guide regarding the respective intentions and policies of the PARTIES involved.
- 1.3 The purpose of this AGREEMENT is to clearly define the respective roles, responsibilities, and authorities of the PARTIES for the construction phases of the PROJECTS.
- 1.4 This AGREEMENT shall be legally binding on the PARTIES, and by executing the same, each party hereby acknowledges that its governing body has given all approvals necessary, therefore.
- 1.5 In order to meet the required use of received funding, this AGREEMENT will clarify ALAMEDA CTC and CITY's roles for the construction phase activities of the PROJECTS to ensure the responsible use of local, State and Federal funds administered by the PARTIES.

**SECTION II  
CITY AGREES:**

- 2.1 To approve the final OAAP Plans, Specifications and Estimates (PS&E) as shown in **Exhibit C** Conditional Approval Letter.
- 2.2 To provide an estimate of CITY effort necessary to support construction phase activities of the OAAP, shown in **Exhibit D**.
- 2.3 To support the OAAP construction phase by intermittently evaluating (through construction inspections, oversight, and/or communications with the ALAMEDA CTC

Oversight Construction Manager) the improvements constructed within the CITY's right of way and/or improvements that the CITY will be required to maintain.

- 2.4 Upon completion of all OAAP construction and after ALAMEDA CTC and CALTRANS provide the CITY with all necessary historic project information, i.e. inspection reports, pictures, quality assurance documentation, and as-built records, CITY will perform the necessary final reviews, inspections and acceptance of the completed as-built improvements.
- 2.5 To accept ownership and maintenance responsibility for CITY improvements that are designed, approved, inspected and constructed to CITY standards and formally accepted by CITY. At such time, CITY will provide a Letter of Acceptance of all work to be maintained by the CITY.
- 2.6 To execute a new Maintenance Agreement between the CITY and CALTRANS which includes new infrastructure to be constructed within the CALTRANS right of way and/or improvements that the CITY shall maintain and ongoing maintenance funding obligations.
- 2.7 That it hereby affirms its role as the project sponsor for the BROADWAY PROJECT, which includes managing the design development phase, securing project design approvals and permits, and administering the construction contract.
- 2.8 To fund and construct all BROADWAY PROJECT improvements in accordance with the BROADWAY PROJECT construction contractor's most current project schedule.
- 2.9 To fund and construct portions of the OAAP improvements when the CITY and the ALAMEDA CTC jointly determine that integrating these portions into the BROADWAY PROJECT would result in the safest construction conditions and/or the most efficient construction of all overlapping PROJECT improvements.
  - i. Upon written agreement between parties, issue an additive construction change order to the BROADWAY PROJECT construction contractor, and ALAMEDA CTC will recommend that the CALTRANS Resident Engineer simultaneously issue a corresponding deductive change order to the OAAP construction contractor.
  - ii. Maintain a detailed accounting of all additive and deductive change orders associated with the OAAP, including documentation of cost impacts, schedule implications, and scope transfers. This accounting shall be shared with ALAMEDA CTC on a quarterly basis.
- 2.10 To continue negotiating with CALTRANS on the Letter of Understanding as committed to and signed by both CALTRANS and CITY documenting the intention of both agencies to

enter into a long-term lease to provide the CITY possession of one or more of the existing parking lots within the CALTRANS right of way under I-880 between Broadway and Oak Street. The CITY would operate and maintain any leased lot (or combination of lots), which would provide a minimum of 156 publicly available parking spaces to mitigate for the on-street parking loss associated with OAAP.

- 2.11 To conduct encampment interventions, as requested by ALAMEDA CTC, in CITY right of way prior to each of six OAAP construction phases, pursuant to **Exhibit D** and to follow CITY Encampment Management Policy within CITY right of way, including removal of debris and waste, engagement and notification of persons experiencing homelessness, and offering of alternative shelter. The CITY and ALAMEDA CTC will coordinate encampment efforts to prevent reestablishment of encampments within the compensated construction stage and to avoid conflict with any completed or future construction stages.
- 2.12 CITY shall cause any contractor or subcontractor working on the BROADWAY PROJECT to name ALAMEDA CTC as an additional insured on all insurance required to be carried by such contractor or subcontractor, if CITY is required to be so named. Further, CITY shall cause any contractor or subcontractor working on the BROADWAY PROJECT to indemnify ALAMEDA CTC and its governing body, officers, consultants, and employees to the same extent as CITY is to be indemnified.

**SECTION III**  
**ALAMEDA CTC AGREES:**

- 3.1 That it hereby affirms its role as the project sponsor for the OAAP, which includes managing the design development phase, securing project design approvals/permits, and cooperating with CALTRANS to administer construction.
- 3.2 To receive and act upon the CITY's OAAP conditional approval letter shown in **Exhibit C**.
- 3.3. To work with CALTRANS to accommodate site access for CITY inspectors to intermittently evaluate (through construction inspections, oversight, and/or communications with the CALTRANS Resident Engineer) the improvements constructed within the CITY's right of ways and/or improvements that the CITY will be required to maintain.
- 3.4 To collaborate with CALTRANS in providing written notification to the CITY at least ninety (90) calendar days in advance of any need for CITY-provided materials. This notification shall include detailed specifications, quantities, delivery requirements, and installation timelines for all requested materials.

- 3.5 To reimburse the CITY for CITY-delivered OAAP construction services. The basis for, and timing of, all reimbursements to CITY is set forth in **Exhibit D: OAAP Construction Support Services** (City of Oakland).
- 3.6 Prior to the final CITY inspection, review and acceptance, ALAMEDA CTC will provide the CITY with all necessary historic project information, i.e. inspection reports, pictures, quality assurance documentation, and as-built records, for any/all improvements constructed within the CITY's right of way and/or improvements that the CITY will be required to maintain.
- 3.7 To work with CALTRANS to make all reasonably necessary construction modifications, reconstruction, or additional improvements, etc., that the CITY determines to be required as a condition of acceptance.
- 3.8 To fund and construct all OAAP improvements in accordance with the OAAP construction contractor's most current project schedule.
- 3.9 To collaborate as needed with the CITY Resident Engineer or inspector to ensure OAAP improvements are installed and implemented in the safest and most efficient manner feasible. Implementation shall prioritize minimizing disruptions to the extent practical given construction cost impacts to local businesses, residents and people navigating the construction areas by all modes of transportation.
- 3.10 To fund and construct portions of the BROADWAY PROJECT when the CITY and the CALTRANS Resident Engineer (pursuant to a recommendation from ALAMEDA CTC) jointly determine that integrating these portions into the OAAP would result in the safest construction conditions and/or the most efficient construction of all overlapping OAAP/BROADWAY PROJECT improvements.
  - i. Work with the CALTRANS Resident Engineer to issue an additive construction change order to the OAAP construction contractor, and the CITY Resident Engineer will simultaneously issue a corresponding deductive change order to the BROADWAY PROJECT construction contractor.
  - ii. Work with CALTRANS to maintain a detailed accounting of all additive and deductive change orders associated with the BROADWAY PROJECT, including documentation of cost impacts, schedule implications, and scope transfers. This accounting shall be shared with the CITY and ALAMEDA CTC on a quarterly basis.
- 3.11 To continue investing in community engagement through the construction of the OAAP, including but not limited to sharing construction information on a regular and as-needed basis with key stakeholders through innovative and traditional information sharing approaches, hosting educational sessions with property owners, and providing publicly

available information on how to file a claim related to the construction activities of the OAAP through CALTRANS standard processes and the information needed in order to file a claim.

- 3.12 To work with CALTRANS to follow CALTRANS Encampment Management Policy within CALTRANS right of way within the limits of the OAAP, including removal of debris and waste, engagement and notification of persons experiencing homelessness, and offering of alternative shelter.
- 3.13 ALAMEDA CTC shall direct CALTRANS to cause any contractor or subcontractor working on the OAAP to name CITY as an additional insured on all insurance required to be carried by such contractor or subcontractor, if ALAMEDA CTC is required to be so named. Further, ALAMEDA CTC shall direct CALTRANS to cause any contractor or subcontractor working on the OAAP to indemnify CITY and its governing body, officers, consultants, and employees to the same extent as ALAMEDA CTC is to be indemnified.

**-SECTION IV**

**IT IS MUTUALLY AGREED:**

- 4.1 This AGREEMENT will remain in effect through June 30, 2030 or until CALTRANS accepts the OAAP (whichever is later), unless discharged as provided in Section 4.2 below or extended by mutual agreement of the PARTIES.
- 4.2 In the event any dispute arises under this Agreement, the PARTIES shall make best efforts to meet and confer in good faith to resolve the dispute on a basis satisfactory to both PARTIES.
- 4.3 Neither CITY, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC in connection with the PROJECTS. It is also understood and agreed, pursuant to Government Code Section 895.4, ALAMEDA CTC shall fully defend, protect, indemnify and hold harmless CITY, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by ALAMEDA CTC in connection with the PROJECTS, including the performance of the PROJECTS or operation or use of the equipment that is subject to this Agreement.
- 4.4 Neither ALAMEDA CTC, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY in connection with the PROJECTS. It is also understood and agreed, pursuant to Government Code Section 895.4, CITY shall fully

defend, protect, indemnify and hold harmless ALAMEDA CTC, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by CITY, in connection with the PROJECTS, including the performance of the PROJECTS or operation or use of the equipment that is subject to this AGREEMENT.

- 4.4 Nothing in the provisions of this AGREEMENT is intended to create duties, obligations, or rights to third parties not party to this AGREEMENT. This AGREEMENT gives no rights or benefits to anyone other than ALAMEDA CTC and CITY and has no third-party beneficiaries.
- 4.5 All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or for any other cause of action, will be subject to the statutes of limitations of the State of California.
- 4.6 Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorneys' fees from the other party.
- 4.7 This AGREEMENT may not be amended or modified in any respect whatsoever except by an instrument in writing, executed by all PARTIES hereto.
- 4.8 This AGREEMENT contains the entire understanding between the PARTIES regarding the PROJECT, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES hereto.
- 4.9 This AGREEMENT may be executed in counterparts, each of which will be deemed to be an original but all of which will together constitute one and the same instrument.

In witness whereof, ALAMEDA CTC has caused this AGREEMENT to be subscribed by the binding authority of ALAMEDA CTC and CITY and has caused this AGREEMENT to be subscribed on its behalf by duly authorized signees.

CITY OF OAKLAND

ALAMEDA COUNTY TRANSPORTATION COMMISSION  
(ALAMEDA CTC)

By:

By:

  
Justin Johnson (May 19, 2025 15:08 PDT) May 19, 2025  
Justin Johnson date  
CITY Administrator

DocuSigned by:  
  
8B7469C48BA94E4... 5/13/2025  
Carolyn Clevenger date  
Interim Executive Director

Recommended by:

Recommended by:

  
Josh Rowan (May 16, 2025 17:14 PDT) May 16, 2025  
Josh Rowan, Director date  
Department of Transportation

Signed by:  
  
EDA73F4DC0AA428... 5/13/2025  
Jhay Delos Reyes date  
Director of Project Delivery and Construction

Reviewed as to budget/financial controls

DocuSigned by:  
  
DFEAGAAG2200438... 5/13/2025  
Patricia Reavey date  
Deputy Executive Director  
of Finance and Administration

Approved as to form and legality:

Approved as to form and legality:

  
Celso Ortiz (May 14, 2025 13:26 PDT) May 14, 2025  
Ryan Richardson date  
CITY Attorney by Celso D. Ortiz  
Resolution 90211 CMS

Signed by:  
  
CC657505B8064F3... 5/13/2025  
Fennemore LLP date  
Counsel to ALAMEDA CTC

**EXHIBIT A**

# Oakland Alameda Access Project



## PROJECT OVERVIEW

The Alameda County Transportation Commission (Alameda CTC) is currently working to advance the Oakland Alameda Access Project, including multimodal safety improvements and changes to arterial roadway operations that will reduce freeway impacts on the local community. Today, motorists traveling between the I-880 and I-980 freeways and the Webster and Posey Tubes, which connect the cities of Oakland and Alameda, must travel along congested city streets causing heavy bottlenecks, long delays and vehicle-pedestrian-bicycle conflicts. After an extensive planning and community process, an alternative that best meets the project's purpose and need was selected. This alternative has been documented in the Final Environmental Document and is being carried into the final design phase, which commenced in February 2022. The Project is currently in the bidding process.

## PROJECT NEED

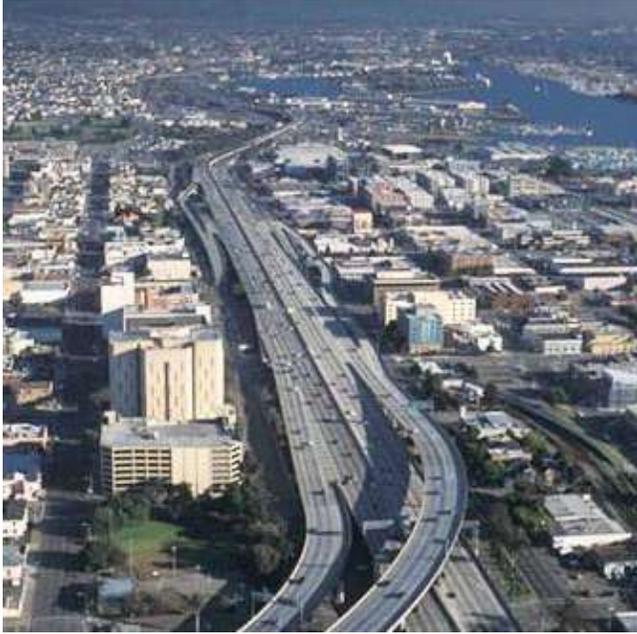
- Access between the freeway and the roadway networks between I-880 and the Tubes is limited and indirect and access to/from the cities of Oakland and Alameda is circuitous.
- Oakland Chinatown has a high volume of pedestrian activity and experiences substantial vehicle-pedestrian conflicts.
- The I-880 viaduct limits bicycle and pedestrian connectivity between downtown Oakland and the Jack London District.



## PROJECT BENEFITS

- Improves multimodal **safety** and reduces conflicts in equity priority communities and will reduce incidents between regional and local traffic.
- Enhances bicycle and pedestrian **accessibility and connectivity** within the project study area.
- Creates more multimodal options that help **protect** the climate.
- **Improves mobility and accessibility** between I-880, SR-260, City of Oakland downtown neighborhoods and the City of Alameda, some of which are equity priority communities that are low income and have been historically underserved.
- **Reduces freeway-bound regional traffic** and congestion on local roadways and in area neighborhoods, reducing carbon emissions.

## OAKLAND ALAMEDA ACCESS PROJECT



Aerial view of Oakland Alameda Access Project.



Rendering of 6th and Webster Streets.

### STATUS

**Implementing Agency:** Alameda CTC

**Current Phase:** Final Design—Plans, Specifications and Estimates (PS&E)

**Environmental Document:** Environmental Impact Report/  
Environmental Assessment

- Final Environmental Document approved on August 16, 2021
- Final Project Report approved on February 2, 2022
- Plans, Specifications & Estimate (Final Design) initiated in February 2022

### PARTNERS AND STAKEHOLDERS

Federal Highway Administration, California Department of Transportation, the cities of Oakland and Alameda, regional organizations, local advocacy groups, businesses and residential organizations in Alameda, Chinatown and Jack London District.

[OaklandAlamedaAccessProject.com](http://OaklandAlamedaAccessProject.com)

### COST ESTIMATE BY PHASE (\$ X 1,000)

Scoping	\$2,172
Preliminary Engineering/ Environmental	\$11,729
Final Design (PS&E)	\$12,050
Right-of-Way	\$6,966
Construction	\$133,000
<b>Total Expenditures</b>	<b>\$165,917</b>

### FUNDING SOURCES (\$ X 1,000)

Measure BB	\$87,445
Measure B	\$8,101
Federal	\$0
State	\$67,871
Regional	\$0
CMA TIP	\$2,500
<b>Total Revenue</b>	<b>\$165,917</b>

### SCHEDULE BY PHASE

	Begin	End
Scoping	Summer 2009	Spring 2011
Preliminary Engineering/ Environmental	Fall 2017	Early 2022
Final Design	February 2022	Fall 2024
Right-of-Way	Early 2022	Fall 2024
Construction	Spring 2025	Spring 2029

Note: Information on this fact sheet is subject to periodic updates.  
Schedule assumes just-in-time funding.



**Oakland**  
DEPARTMENT OF  
TRANSPORTATION

# Broadway Streetscape Improvements

Enhancing connectivity between Downtown, Chinatown, Old Oakland, Jack London District, and the waterfront

Updated April 1, 2025



Rendering of Broadway at 9<sup>th</sup> Street

## PROJECT NEED

Broadway, Oakland's "main street," is the busiest transit corridor in AC Transit's system. Yet, Broadway's current design contributes to bus delays and unreliable travel times. Broadway is also part of Oakland's "High Injury Network", which is the **4% of Oakland streets where most of Oakland's of severe and deadly crashes pedestrian happen.**

## PROJECT SCOPE

The **Broadway Streetscape Improvements** aims to enhance bus travel and pedestrian safety on Broadway from 2<sup>nd</sup> Street to 11<sup>th</sup> Street and 20<sup>th</sup> Street to Grand Avenue. The planned improvements include:

- Red bus-only lanes and Transit Signal Priority to improve transit access and reliability
- New bus shelters, seating, and trash cans at bus stops
- Additional street trees, landscaping, and public seating along the corridor
- Pedestrian safety and accessibility measures such as large curb extensions, new ADA curb ramps, high-visibility crosswalks, upgraded intersection safety lighting, and wayfinding signage to increase safety and visibility
- Removal of the existing slip turn at the 6th Street and Broadway off-ramp
- Upgrading traffic signals and provide protected left turns to increase safety

## ENGAGEMENT\*

- Improvements urgently needed near freeway ramps
- Safe, direct bike connection needed on or parallel with Broadway
- Freeway underpass upgrades strongly desired
- More greenery and trees
- Transit should be prioritized with strategies in place to make sure cars don't drive/park in the bus lane and slow bus travel
- Traffic should not be congested or moving at unsafe speeds
- Parking should be safe, secure, and accessible
- Broadway should be ADA accessible

## PROJECT TIMELINE

**Engagement to Inform Design**  
2023-2025

**Project Designs**  
2023-2025

**Construction**  
2026-2029

## GET IN CONTACT!

Email us at  
[mpd@oaklandca.gov](mailto:mpd@oaklandca.gov) or visit  
[oaklandca.gov/Broadway](http://oaklandca.gov/Broadway)

## PROJECT EQUITY IMPACTS

- Improves travel for bus riders, most of whom are low-income (70%) and Black or Hispanic/Latino (55%)
- Improves road safety where victims of traffic collisions are disproportionately Black
- Improves accessibility in area where a high proportion of people with disabilities live
- Overlaps with a highest [Priority Equity](#) census tract

## PROJECT LOCATION



\*For more information, including a detailed summary of community engagement and project cost and funding secured, see project website.

Exhibit D: OAAP Construction Support Services (City of Oakland)

Construction Capital Costs (Engineer's Estimate)	Estimated Contract Amount	\$ 101,000,000.00
	Working Days	877

Oakland Alameda Access Project - City services provided to support Construction <sup>1</sup>	Hourly Rates <sup>10</sup>					Hours					Total Expense		
	2025	2026	2027	2028	2029	Assumed Hours per week	2025	2026	2027	2028		2029	Total Hours
Primary Coordinator to City Management <sup>2</sup>	\$ 246.60	\$ 254.00	\$ 261.62	\$ 269.47	\$ 277.55	3	94	94	94	94	78	374	\$ 118,215
Project Manager <sup>3</sup>	\$ 205.39	\$ 211.55	\$ 217.90	\$ 224.44	\$ 231.17	6	234	234	234	234	208	936	\$ 255,165
Staff Engineer Supporting PM <sup>4</sup>	\$ 179.96	\$ 185.36	\$ 190.92	\$ 196.65	\$ 202.55	8	250	250	250	250	208	998	\$ 230,052
Special Inspections <sup>5</sup>	\$ 179.96	\$ 185.36	\$ 190.92	\$ 196.65	\$ 202.55	5	156	156	156	156	130	624	\$ 143,782
<b>Sub Total</b>													<b>\$ 747,214</b>
<b>Contingency (10%)</b>													<b>\$ 74,721</b>
<b>Other Direct Costs</b>													
City Permits <sup>6</sup>													\$ -
Parking Meters <sup>7</sup>													\$ 41,676
Splice chambers to support signal construction <sup>8</sup>													\$ 32,850
<b>Agreement (Agmt) Construction Costs</b>													<b>\$ 896,461</b>
<b>Other Direct Costs, requires Alameda CTC approval</b>													
Encampment Management in City Right-of-Way <sup>9</sup>													\$ 180,000
<b>Agreement Not-to-Exceed</b>													<b>\$ 1,076,461</b>

Oakland Construction Services Not-to-Exceed as a Percentage of Construction Capital Cost: 1.07%

Notes:

- The Agmt Construction Costs represents costs directly related to the construction services that are related to the implementation of the OAAP which may be contracted by the City and are above and beyond City staff work plans.
- The Primary Coordinator will support the project to coordinate with applicable City management.
- The Project Manager will support the project to oversee construction coordination, field meetings, and provide liaison services for approvals. This role will lead review, comment, and coordinate approvals of submittals and shop drawings and coordinate inspections for all assets to be owned or maintained by the City.
- The Staff Engineer Support will support the project to respond, review or work with the City Project Manager in coordination of project RFIs, submittals and shop drawings for all assets to be owned or maintained by the City.
- Special Inspections will perform intermittent and final (phased or non-phased) inspections for all assets to be owned or maintained by the City.
- For all City Permits, no fees are to be collected from Caltrans, their Contractor or Alameda CTC related to this Project.
- Parking meter expense reflects all costs to be paid by Alameda CTC to the City to remove 27 parking meters and furnish and install two multi-space parking meters to accommodate the OAAP construction.
- Splice chamber cost assumes all costs to be paid by Alameda CTC for the City to furnish up-to 132 splice chambers to accommodate the OAAP construction of traffic signals project-wide.
- Encampment management expense reflects the labor and materials cost to relocate residents, remove debris, and deep clean City right-of-way to allow OAAP construction to proceed. Total expense assumes one encampment management deployment (\$30,000) for each of six construction phases. Use of ODC must be approved by Alameda CTC prior to costs incurred.
- The escalation on rates is 3% per year.
- ACTC will provide lump sum payments as follows:
  - Initial Deposit = 10% of Agmt Construction Costs
  - 20% Construction Complete (by Caltrans Construction dollar progress) = 18% Agmt Construction Costs (28% of Agmt Construction Costs paid)
  - 40% Construction Complete (by Caltrans Construction dollar progress) = 18% Agmt Construction Costs (46% Agmt Construction Costs paid)
  - 60% Construction Complete (by Caltrans Construction dollar progress) = 18% Agmt Construction Costs (64% Agmt Construction Costs paid)
  - 80% Construction Complete (by Caltrans Construction dollar progress) = 18% Agmt Construction Costs (82% Agmt Construction Costs paid)
  - 100% Construction Complete (by Caltrans Construction dollar progress) = 18% Agmt Construction Costs (100% Agmt Construction Costs paid)
- Encampment Management, as approved by Alameda CTC = \$30,000 ea. maximum 6

## CITY OF OAKLAND



H. OGAWA PLAZA OAKLAND, CALIFORNIA 94612-2033

Department of Transportation  
Office of the Director  
Josh Rowan

Fax (510) 238-6333  
TDD (510) 238-7644

April 7, 2025

Carolyn Clevenger  
Interim Executive Director  
Alameda County Transportation Commission  
1111 Broadway, Suite 800  
Oakland, CA 94607

**Subject:** Oakland Alameda Access Project – Conditional Plan Approval

Dear Interim Executive Director Clevenger,

This letter confirms the City of Oakland's conditional approval of the Oakland Alameda Access Project (OAAP) plans submitted by the Alameda County Transportation Commission (Alameda CTC). The City supports Alameda CTC's efforts to deliver the proposed project improvements, which will provide benefits to the Oakland community.

The City appreciates the collaboration of Alameda CTC staff in coordinating the OAAP with the City's Broadway Streetscape Improvement Project. Given the complexity of overlapping projects and the magnitude of work planned in both the City and Caltrans right of way—for which the City may assume maintenance responsibilities—the City looks forward to clarifying financial obligations, responsibilities, and expectations for all parties.

We are committed to continuing construction management discussions focused on:

- Minimizing impacts on residents and businesses in the project area
- Ensuring the shortest possible construction duration
- Limiting traffic detours around the City's [high injury corridors](#) and [bike network](#),
- Maintaining safe, separated pedestrian and bicycle facilities during construction in alignment with City policies

The City's conditional approval is contingent upon completion of the following actions:

1. Execution of a Construction Cooperative Agreement between the City and Alameda CTC to establish the framework for our continued partnership during the construction of the both the OAAP and the City's Broadway Streetscape Improvement Project. This partnership is essential for the City to approve the final construction and accept ongoing maintenance responsibilities for specified improvements constructed by Alameda CTC and Caltrans.
2. Alameda CTC and Caltrans understand that the City has limited resources – staff and funding – and the City will not be assigning dedicated staff to this project. Therefore, the Caltrans RE will need to likely wait for the City to respond to RFI's and submittals. It is also well understood that the City is under no obligation to accept the ultimate as-constructed improvements within City right of way if the City has concerns or doubts that the improvements were installed differently than the approved plans or inconsistent with City standards. The City expects the project to be constructed per the herein noted approved plans and specifications.
3. As identified in the approved plans and specifications, Alameda CTC and Caltrans have developed stage construction plans, detour plans, lane closure charts, etc. The City expects the contractor to implement the construction sequence as described. Deviations will require City review and concurrence and may also require communications/outreach with the community prior to implementation. Further, reviews associated with deviations are time consuming and, as noted, the City does not have dedicated staff assigned to this project.
4. Execution of a Maintenance Agreement between the City and Caltrans prior to the commencement of construction.
5. Development and implementation of a comprehensive public communications plan to increase community awareness of the project's construction timeline and anticipated impacts before construction starts and during construction.

The City of Oakland looks forward to collaborating with Alameda CTC and Caltrans to successfully deliver this important project and finalize these critical items as we move forward into the construction phase.

Sincerely,



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[Josh Rowan \(Apr 7, 2025 11:31 PDT\)](#)

Josh Rowan

Director

Oakland Department of Transportation

# Exhibit C\_ACTC\_City OAAP Plan Approval 20250407

Final Audit Report

2025-04-07

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# Alameda\_CTC\_A25-0029

Final Audit Report

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