Special Meeting: East Bay Bus Rapid Transit Policy Steering Committee



AGENDA

Tuesday, September 30, 2014 2:00 p.m.

2nd Floor Board Room 1600 Franklin Street Oakland, CA 94612

PSC Members:

AC Transit:

Director Elsa Ortiz, Chair President Greg Harper Director Joel Young

Alameda County (Ex Officio):

Supervisor Nate Miley

City of Oakland:

Councilmember Noel Gallo Councilmember Rebecca Kaplan

City of San Leandro:

Councilmember Michael Gregory Councilmember Pauline Cutter

Metropolitan Transportation Commission/Caltrans:

District Director Bijan Sartipi

- 1. Roll Call
- 2. Public Comment (two minutes are allowed for each speaker)
- 3. Chair's Report on pertinent actions of the AC Transit Board of Directors
- 4. Consider approving the East Bay Bus Rapid Transit (BRT) Policy Steering Committee minutes of April 30, 2014.

Action Items (Recommendations to the AC Transit Board of Directors):

- 5. Consider recommending incorporation of the Federal Transit Administration Guidance into the Construction Careers Policy and the Project Labor Agreement.
- 6. Consider recommending:
 - a) Receipt of informational report on the development of the business and parking impact mitigation programs for the East Bay Bus Rapid Transit Project;
 - b) Approval of the Business Impact Mitigation Plan for Bid Package #1, Advanced Utilities and the Parking and Business Impact Mitigation Plan for Bid Package #2, Fruitvale Bypass and Off-Street Parking Lots (Fruitvale and Elmhurst); and
 - c) Approval of BRT Project funding in the amount of \$2.5 million for the City of Oakland and \$.294 million for the City of San Leandro Business Technical Assistance Programs.

Information Items:

7. Consider receiving BRT Project update.

- 8. Consider receiving update on BRT Artistic Enhancement Program.
- 9. Confirm date and time of next meeting
- 10. Future Agenda Items/Review List of Pending Items
- 11. Adjournment

Pending List of Future Agenda Items:

- Update on station sponsorships [Discussion continued to a future meeting]
- Discussion concerning the development of a transit pass incentive program and outreach to senior facilities regarding a bulk pass similar to the Eco Pass, but for the senior community. [Requested by Councilmember Kaplan]
- Discussion at the staff level and at the Policy Steering Committee of the trade-offs associated with the next level of engineering in the event there is not enough money in the budget to do everything that the cities want, i.e. mitigations, access issues, streetscape improvements, bulb-outs, etc. Decisions on trade-offs can be prioritized based on available funding. [Requested by Councilmember Kaplan]

Special Meeting: East Bay Bus Rapid Transit Policy Steering Committee



MINUTES

Wednesday, April 30, 2014 10:00 a.m. 2nd Floor Board Room 1600 Franklin Street Oakland, CA 94612

PSC Members:

AC Transit:

Director Elsa Ortiz, Chair President Greg Harper Director Joel Young

Alameda County (Ex Officio): Supervisor Nate Miley

Metropolitan Transportation Commission/Caltrans:

District Director Bijan Sartipi

City of Oakland:

Councilmember Noel Gallo Councilmember Rebecca Kaplan

City of San Leandro:
Councilmember Michael Gregory
Councilmember Pauline Cutter

The East Bay Bus Rapid Transit Policy Steering Committee held a special meeting on Wednesday, April 30, 2014. The meeting was called to order at 10:05 a.m. with Chair Ortiz Presiding.

1. Roll Call

Committee Members Present:

Director Elsa Ortiz, Chair President Greg Harper Director Joel Young Councilmember Pauline Cutter Councilmember Noel Gallo Councilmember Rebecca Kaplan

Committee Members Absent:

Supervisor Nate Miley Councilmember Michael Gregory Caltrans District Director Bijan Sartipi

AC Transit Staff Present:

General Manager David J. Armijo Interim General Counsel Denise Standridge District Secretary Linda Nemeroff Chief Planning and Development Officer Dennis Butler Director of BRT David Wilkins

2. Public Comment

There was no public comment offered.

3. Chair's Report on pertinent actions of the AC Transit Board of Directors

Chair Ortiz reported on the following actions/activities which occurred since the last Policy Steering Committee meeting:

- On April 23, 2014, the AC Transit Board of Directors approved the supplemental environmental document, which outlines changes in the project since the approval of the Record of Decision by the Federal Transit Administration in 2012. No update of the Environmental Impact Statement was required.
- On April 23, 2014, the AC Transit Board of Directors approved the selection of the lead artists for the BRT Project.
- Ongoing collaborative efforts between staff at the City of Oakland and AC Transit to refine new draft business/parking impact and mitigation plans.

Chief Planning and Development Officer Dennis Butler introduced a video highlighting the features and benefits of the East Bay Bus Rapid Transit Project. Multi-lingual versions of the video are in development. In addition, Mr. Butler advised that while the 65% Design Plan has been delayed, he did not anticipate any delays in the approval process or in the delivery of the project.

With regard to the video, members of the Committee offered the following comments:

- The guided docking and level boarding features should be included;
- Locations shown in the video should be relevant to the project corridor;
- More emphasis should be given to the cooperative efforts between the cities and AC Transit, including the significance and value of the project to the local community; and
- More focus on connectivity, customer service, and growth for the local community.

Director of BRT David Wilkins advised that the video would be used for community outreach and outreach to businesses and would be available on the website and at the BRT Information Center. Councilmembers Kaplan and Cutter offered to display the video on their city's television channel.

Discussion Items (Workshop):

4. Business Impact Mitigation Plan

Director of BRT David Wilkins gave a PowerPoint presentation on the Business Impact Mitigation Plan [copies of the slides are incorporated into the file by reference] and the five major sections of the plan.

Councilmember Gallo requested information that clearly identifies the ownership of businesses in the Oakland Council District 5 area from Fruitvale to Seminary Avenue, noting that it would be helpful in terms of notifying businesses of the need to make necessary repairs and/or cleaning.

City of Oakland Business Sustainability Program

Aliza Gallo, City of Oakland Economic Development Manager, gave an overview of the proposed City of Oakland Business Sustainability Program and its major components. She advised that the city was looking to AC Transit to possibly underwrite the regular construction impact program as well as the Business/Merchant Technical Assistance Program element of the Business Sustainability Program. She added that city staff has presented a proposal to AC Transit staff to request an allocation of project savings to fund

the Technical Assistance Program. In addition, the Oakland City Council will also be asked to contribute funding and dedicate resources in July.

With regard to mitigation efforts, Councilmember Cutter suggested that businesses receive advertising on buses along the route and bus passes that can be used by customers to travel to and from the business.

With regard to the City of Oakland Business Re-establishment Fund, Councilmember Kaplan maintained that the Conditions of Approval required the project to fund business interruption and re-establishment. Chair Ortiz pointed out that the Federal Transit Administration placed limitations and restrictions on how business mitigation funds were used and wanted assurance from the District's General Counsel that she was participating in meetings and decisions regarding this issue in order to ensure the District's compliance with FTA rules. Interim General Counsel Denise Standridge advised that she had been consulted and was actively participating in the process.

President Harper was skeptical of the use of value engineering as a means to control costs and strongly urged the Committee's review of any changes to the project, noting that it may not be worth it to sacrifice long-term amenities for short-term benefits. He added that value engineered changes should be circulated for approval by all involved, otherwise problems/litigation may surface later on. Councilmember Kaplan concurred.

Councilmember Gallo commented that various business groups and the public had all received different (not necessarily wrong) information, which was creating confusion and unnecessary objections and debates. He stressed the importance and need for a clear, well defined and consistent plan with a timeline that business owners and merchants could rely on. He added that any legal issues also need to be worked out before an issue comes before the Committee. He asked General Manager Armijo to ensure the Committee has received specific, concrete information; otherwise confusion within the community would continue.

Director Young inquired about business mitigations and costs. Mr. Wilkins advised that a total of \$8 million was projected to be allocated for the Business Impact Mitigation fund for Oakland and San Leandro. In addition, Ms. Gallo discussed City's Business Sustainability Program and the funding and services that could be available.

Public Comment:

- Andy Nelson, EBAYC, distributed a proposal for the International Boulevard Merchants Joint BRT Business Impact Mitigation (distributed handout). He appealed to the Committee to consider the businesses in addressing the impacts during the project.
- Maria Campos, business owner, complained about the loss of parking and traffic impacts to her business and the surrounding area. [Mr. Wilkins advised that he has spoken to Ms. Campos about many of her concerns and that staff would meet with her again to revisit the issues raised.]

The item was presented for information only.

5. Parking Impact Mitigation Plan

Senior Project Manager Mitra Moheb gave a PowerPoint presentation on the Parking Impact Mitigation Plan [copies of the slides are incorporated into the file by reference].

Councilmember Kaplan wanted to make sure the Committee discussed the policy issues of loading zones, enforcement, dealing with broken down cars, etc. She also asked that staff have a conversation about the new Environmental Protection Agency requirements concerning sewer laterals, noting that it may make sense to integrate this work into the project.

With regard to the relocation of commercial loading zones, Ms. Moheb advised that, in some areas, two loading zones on the same block will be merged into one, while in other areas; the zone will be moved to the end of the block or around the corner. Councilmember Kaplan felt it would be helpful if businesses had a physical depiction of where the loading zones would be placed. She also felt that solutions to the problem needed to be realistic and that communication with businesses needed improvement. Mr. Wilkins advised that no loading zones would be eliminated through the Parking Mitigation Plan. He added that most of the existing zones were too small and the new zone configurations would be more useful/practical.

Councilmember Gallo again commented that there was a lot of information that was not being provided to merchants and residents. He suggested that Committee members have a walk-through of the parking and loading zones with staff to gain a better understanding of the issues.

City of Oakland BRT and ADA Programs Manager Christine Calabrese commented that the development of the Parking Impact Mitigation Plan was only in its initial phase and was under review by staff. She added that staff was not yet ready to address any specific item at this point, but would come back to the Committee with an evolved plan later on.

Public Comment:

- Andy Nelson commented on the need to meet with the communities regarding parking
 proposal for several reasons, but primarily because of the number spaces being moved
 or taken away. He said it will be a big change and in his opinion, staff and the
 community need to work together to combine their experience and expertise.
- Maria Campos asked if spaces for disabled parking are being planned and if the lease term for the parking lots and garages was just for the construction period. In addition, she commented that with only one lane for vehicle traffic, she couldn't see there being space for loading or parking. It was also her opinion that if parking was too far away from the businesses, the clients would not come.

The item was presented for information only.

6. Confirm date and time of next meeting

No meeting was scheduled at this time.

7. Future Agenda Items

No new items were requested.

8. Adjournment

There being no further business to come before the Committee, the meeting adjourned at 11:55 a.m.

Respectfully submitted,

Linda A. Nemeroff

District Secretary



Meeting Date:

September 30, 2014

East Bay Bus Rapid Transit Policy Steering Committee

STAFF REPORT

TO: Members of the Bus Rapid Transit Policy Steering Committee

FROM: Denise C. Standridge, Interim General Counsel

SUBJECT: BRT CCP and PLA Update

RECOMMENDED ACTION(S):

Consider Recommending Incorporation of the Federal Transit Administration Guidance into the Construction Careers Policy and the Project Labor Agreement.

BACKGROUND/DISCUSSION:

On June 27, 2012, the District's Board of Directors adopted Resolution No. 12-035, reconfirming AC Transit's commitment to negotiate a Project Labor Agreement (PLA). A Construction Careers Policy (CCP) was also drafted and considered by the District's Board of Directors on June 12, 2013. On October 23, 2013, the District's Board adopted Resolution No. 13-027 approving the proposed CCP and PLA. In January 2014, the District submitted the PLA and the CCP to the Federal Transit Administration (FTA) for compliance review.

The District received FTA's response on September 8, 2014. The FTA indicated that certain provisions of the documents were prohibited, specifically, the voluntary local hiring goal. As a result, the District revised the CCP and PLA removing the language pertaining to local hires. In the CCP, section II.N, the definition of "local resident" was deleted as were references to local residents in Sections IV.C.2 and 3. Section III.B.3.c. was deleted; this paragraph discussed the voluntary 50% goal of hiring local residents. The sentence pertaining to no damages for not meeting the goal in Section III.B.5.a.iv.a. was deleted. In the PLA, section 1.11, the definition of "local resident" was deleted. The phrase "local residents" was also deleted from sections 14.3, 14.4(5), 14.5, 14.6 and 14.7.2(a), (b), (d), (e), (f) and (g).

Julian Gross, the District's outside counsel drafting the CCP and negotiating the PLA, contacted Andreas Cluver, the Secretary-Treasurer of the Building and Construction Trades Council of Alameda County and, Ben Beach, the attorney for the Revive Oakland Coalition, to inform them of the FTA's response.

East Bay Bus Rapid Transit Policy Steering Committee Page 2 of 2

Letters were also sent to Oakland and San Leandro city councilmembers, East Bay Alliance for a Sustainable Economy, Alliance of Californians for Community Empowerment and Building and Construction Trades Council of Alameda County informing them of the FTA's response.

The District currently plans to present the updated CCP and PLA to the District's Board at the meeting on October 8, 2014.

ATTACHMENTS:

- 1: FTA's letter re PLA and CCP
- 2: Revised draft PLA
- 3: Revised draft CCP
- 4: District's letter to stakeholders
- 5: Letter to the City of Oakland City Councilmembers re: FTA's response, without attachment
- 6: Letter to the City of San Leandro City Councilmembers re FTA's response, without attachment

Reviewed by: David J. Armijo, General Manager

Dennis Butler, Chief Planning and Development Officer

Prepared by: Denise C. Standridge, Interim General Counsel



U.S. Department of Transportation Federal Transit Administration

Mr. David Armijo General Manager Alameda-Contra Costa Transit District 1600 Franklin Street Oakland, CA 94612 REGION IX Arizona, California, Hawail, Nevada, Guam American Samoa, Northern Mariana islands 201 Mission Street Sulte 1650 San Francisco, CA 94105-1839 415-744-3133 415-744-2726 (fax)

SEP 08 2014

Re: East Bay Bus Rapid Transit Project, Proposed Project Labor Agreement and Construction Careers Policy

Dear Mr. Armijo.

Thank you for submitting the proposed Project Labor Agreement (PLA) and Construction Careers Policy (CCP) for Alameda-Contra Costa Transit District's (AC Transit) East Bay Bus Rapid Transit Project (Project). I understand that AC Transit intends to incorporate the CCP and PLA into the procurement documents for the Project construction contracts. I also understand that the CCP and PLA were developed together and designed to work in concert.

After careful review of the PLA and CCP, the Federal Transit Administration (FTA) has determined that most of the provisions in those two documents would comply with FTA procurement requirements. However, the provisions that encourage contractors to hire from a specific, local geographic area, like the City of Oakland and City of San Leandro, would not comply with FTA procurement requirements.

Under 49 United States Code Section 5325(a), recipients of FTA assistance must "conduct all procurement transactions in a manner that provides full and open competition as determined by the Secretary [of Transportation]." Further, the Common Grant Rule at 49 Code of Federal Regulations Section 18.36(c)(2) states that "[g]rantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids and proposals except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference." Those requirements are violated by the following CCP provisions, and related implementing PLA provisions, that specifically target residents of the City of Oakland and the City of San Leandro for hire:

(1) CCP, ¶ III.B.3.c.: "Each Prime Contractor and its C/S/E are encouraged to attempt to employ Local Residents for at least 50% of all hours of Project Work, on a craft by craft basis, through procedures including requests for Local Residents from union hiring halls and Alternative Referral Sources. Failure to satisfy this voluntary 50% goal shall not be considered a violation of this Policy."

- "Local Resident" is defined in CCP, ¶ II.N., as "an individual domiciled in either the City of Oakland or the City of San Leandro."
- (2) CCP, ¶ IV.C.2: "AC Transit shall ensure that any PLA includes the following commitments from Unions: 2. The Unions shall refer Local Residents and workers targeted under U.S. Executive Order 11246, requested through written requests, on a priority basis to the extent consistent with relevant collective bargaining agreements."

Importantly, the CCP policy of targeting Local Residents for hire violates the Common Grant Rule, even though that policy is voluntary, because inclusion of such policy into the procurement documents results in the use of a local geographical preference in the evaluation of bids and proposals.

Removal of the CCP and PLA provisions that encourage a preference for hiring Local Residents would alleviate our concerns and allow AC Transit to incorporate those documents into the procurement documents for the Project construction contracts. Further, targeted hiring using "Economically Disadvantaged Areas," which the CCP defines as "a zip code that includes a census tract or portion thereof in which the median household income is less than \$40,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census and as updated upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey," instead of Local Resident would comply with the Common Grant Rule.

If you have any questions, please call Joonsik Maing, Assistant Regional Counsel, at (415) 744-2737 and once again thank you for giving us an opportunity to review the proposal prior to its implementation.

Sincerely,

Leslie T. Rogers

Regional Administrator

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DRAFT

PROJECT LABOR AGREEMENT

AC TRANSIT

BUS RAPID TRANSIT PROJECT

PREAMBLE

This Agreement is made and entered into on the Effective Date, by and between the Alameda-Contra Costa Transit District together with other contractors and/or subcontractors who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Addendum "A"), the Building and Construction Trades Council of Alameda County, AFL-CIO and its affiliated local Union(s) signatory hereto.

RECITALS

WHEREAS, the District, in cooperation with the Federal Transit Administration, proposes to implement the East Bay Bus Rapid Transit project along an approximately 9.5 mile arterial corridor through the cities of Oakland and San Leandro, in Alameda County, California. The Project is designed to provide superior public transit through one of the District's busiest corridors. The BRT service will feature 5-minute headways, light-rail-like bus stations with ADA compliant passenger amenities, Traffic Signal Priority (TSP) for advancing buses through signalized intersections along arterials, dedicated bus lanes, and improved lighting and pedestrian facilities. Progressing from north to south, the proposed route starts in downtown Oakland at the 20th Street Transit center, then turns south on Broadway in mixed traffic as far as 11th and 12th Streets. A one-way couplet of exclusive bus lanes on 11th and 12th continues to Lake Merritt, where the buses continue in mixed flow to East 12th Street and International Boulevard. Another couplet of exclusive one-way bus lanes continues on East 12th Street and International Boulevard as far as 14th Avenue. From this location, the BRT continues as two lanes in the median of International Boulevard to the San Leandro City Line. From this point on, the street name is East 14th Street as the route turns east onto Davis Street, terminating at the San Leandro Bay Area Rapid Transit (BART) station. The preliminary estimated capital cost for the total project is \$177.9 million (in year of construction dollars); approximately \$102 million is for construction. The proposed funding sources for this project are from the Federal Transit Administration Section 5309 Small Starts and Section 5309 bus and bus facilities programs, Regional Measure 2 (Bridge Tolls), Alameda County Measure B (Sales Tax), and State Transportation Improvement Plan (STIP) funding through the Alameda County Transportation Commission (Alameda CTC) Transportation Improvement Program (TIP). subject to change, adequate funding, and continued support/approval of the District as well as the cites of Oakland and San Leandro.

WHEREAS, The Bus Rapid Transit Project is a large, complex, multi-craft, and long-term project, for which a project labor agreement would advance the parties' mutual interests, including the District's proprietary interests; and

WHEREAS, the Contractor(s) will be engaged in construction of the Project; and

WHEREAS, a skilled labor pool represented by the Union(s) will be required to complete the work involved; and

WHEREAS, the Union(s) and the District wish to insure labor peace for the Project, and avoidance of any disruption that could jeopardize the schedule and timeliness of the construction process, where both contractors that are signatory to collective bargaining agreements of the Union(s) are supervising employees that are members of the Union(s) and where contractors that are not signatory to collective bargaining agreements are supervising employees; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union(s) and non-Union(s) workers of different employers were to work side by side on the Project, thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, the parties to this Agreement mutually agree that safety, quality, productivity and labor harmony are primary goals; and

WHEREAS, the District desires to provide construction training and employment opportunities through apprentice and pre-apprentice programs; and

WHEREAS, the parties recognize the need for safe, efficient and speedy construction in order to reduce unnecessary delays and insure timely completion of the Project; and

WHEREAS, the parties wish to advance the goals of Project Employment Requirements on the Project; and

WHEREAS, the parties desire mutually to establish and stabilize wages, hours and working conditions for the employees employed on the Project by Contractor(s), and to further encourage close cooperation to achieve a satisfactory, continuous and harmonious relationship between the parties to this Agreement

NOW THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

ARTICLE 1. DEFINITIONS

The following capitalized terms shall have the following meaning in this Agreement. All terms include both the singular and plural form.

PLA for Bus Rapid Transit Project

- 1.1. "Agreement" means this Project Labor Agreement, including all Addenda.
- 1.2. "Construction Contract" means a contract for performance of Covered Work.
- 1.3. "Council" means the Building and Construction Trades Council of Alameda County, AFL-CIO.
- 1.4. "Contractor(s)" means any individual, firm, partnership or combination thereof, including joint ventures, that is an independent business enterprise and that has entered into a Construction Contract. This definition includes both prime contractors and subcontractors of any tier. "Contractor(s)" does not include an entity performing only work that is excluded from Covered Work pursuant to Article 16.
- 1.5. "Covered Work" means the work performed as part of the Project and as described in Article 3, except as specifically excluded under Article 16.
- 1.6. "Disadvantaged Worker" means an individual who, prior to commencing work on the Project, is domiciled in an Economically Disadvantaged Area (as defined in the Construction Carcers Policy) and faces at least two of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) having a criminal record or other Criminal Justice System Involvement (as defined in the Construction Carcers Policy); (5) suffering from Chronic Unemployment (as defined in the Construction Careers Policy); (6) emancipated from the foster care system; or (7) being a veteran of the U.S. military.
- 1.7. "District" means the Alameda-Contra Costa Transit District.
- 1.8. "Federal Targeted Worker" shall mean a female or minority worker, whom contractors on federally-funded projects are required to take affirmative action to employ, pursuant to United States Executive Order 11246 and its implementing regulations set forth at 41 CFR sec. 60-4, "Construction Contractors' Affirmative Action Requirements." For the San Francisco—Oakland Standard Metropolitan Statistical Area, the Office of Federal Contract Compliance Programs' Federal Register publications have established affirmative action percentage goals of 25.6% of work hours for minorities, and 6.9% for women. See Office of Federal Contract Compliance Programs' Technical Assistance Guide for Federal Construction Contractors, May 2009. "Minority" includes individuals in the following categories: (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race); (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- 1.9. "General Contractor(s)" means any contractor awarded a Construction Contract directly by the District.
- **1.10.** "Joint Administrative Committee" means the six-person committee established by the District and the Union(s), with such authority and duties as set forth in this Agreement.
- 1.11. "Local Resident" shall mean an individual domiciled in either the City of Oakland or the City of San Leandro for at least six months prior to the date such individual is hired or assigned to perform the applicable work.
- 1.12.1.11. "Master Labor Agreement" or "MLA" means the Master Collective Bargaining Agreement of a Union(s); such agreements are incorporated herein by reference, a current copy of which shall be provided to the District by each Union(s) upon request by the District to the Council, and kept on file with the District.
- 1.13.1.12. "Pre-Job Conference" means the meeting described in Article 8.
- 1.14.1.13. "Project" means any work performed in furtherance the Bus Rapid Transit Project as described in the "Record of Decision on the East Bay Bus Rapid Transit Project in Alameda County, California," issued by the Federal Transit Administration on June 8, 2012, including attachments (the "ROD"). The District and the Council may mutually agree in writing to add additional components to the Project's scope of work to be covered under this Agreement. The District reserves the right to determine whether or not to proceed with components or portions of the Project as described in the ROD; all Project components as described in the ROD that are actually constructed shall fall within the scope of this definition.
- 1.15.1.14. "Project Employment Requirements" means the District's Construction Careers Policy and any targeted employment requirements applicable to the Project pursuant to funding sources, including the goals for employment of minorities and women established pursuant to U.S. Executive Order 11246.
- 1.16.1.15. "Union(s)" means the Building and Construction Trades Council of Alameda County, AFL-CIO and any affiliated labor organization signatory to this Agreement, each acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE 2. PURPOSE

2.1. The purposes of this Agreement are to promote efficient construction operations for the Project, to ensure an adequate supply of skilled craftspersons, to provide for labor-management peace and an efficient, expedited, effective and binding procedure for settling labor disputes without labor disruption or lockouts, and to facilitate implementation of the Project Employment Requirements. In so doing, the parties to this Agreement establish the

- foundation to promote the public interest, to provide a safe work place, to assure high quality construction, to ensure an uninterrupted construction project, and to secure optimum productivity, on-schedule performance, and satisfaction.
- 2.2. It is the intent of the parties to set out uniform and fair working conditions for the efficient and economical completion of the Project, maintain harmonious labor/management relations, and eliminate strikes, lockouts and other delays.
- 2.3. Parties to this Agreement acknowledge and agree that the terms of the Project Employment Requirements, which govern all construction work on the Project, advance the public interest and the policy goals of the District in the expenditure of public funds. It is the belief and intent of the parties that this Agreement facilitates and advances the purposes of the Project Employment Requirements, in addition to having the other benefits and achieving the other purposes described herein.
- 2.4. The construction to take place under this Agreement involves special circumstances that dictate the need for parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the District and the communities it serves. The parties agree that, with multiple Contractor(s) and crafts performing Project Work on multiple sites over an extended period of time, it is essential that all parties work in a spirit of harmony and cooperation and with an overriding commitment to maintain the continuity of Project Work.

ARTICLE 3. SCOPE OF AGREEMENT

- 3.1. District will apply this Agreement as a contract specification of all Construction Contracts as specifically defined herein. This Agreement shall apply only to construction/craft employees working for this Project represented by the Union(s) signatory hereto.
- 3.2. Covered Work: This Agreement applies to all work in furtherance of the Project and within a craft jurisdiction as described in an MLA. Such work includes, but is not limited to: all on-site site preparation, surveying, construction, alteration, demolition, installation, painting or repair of buildings, structures and other works, and related activities, including landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, and modular furniture installation. Such work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published. Such work includes:
 - 3.2.1. This Agreement shall apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed within six months after final notice of completion. With regard to

wholly prefabricated components, this Agreement shall apply to repairs of installation of any such components, but shall not apply to repair of preexisting or intrinsic defects in such components themselves.

- 3.2.2. This Agreement covers all on-site fabrication work over which the District or Contractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project. Additionally, it is agreed hereby that this Agreement covers off-site work, including fabrication necessary for the Project defined herein, that is covered by a current MLA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
- 3.2.3. The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction building material delivery truckers, trucking companies and trucking brokers, performing construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law, or by prevailing wage determinations of the California Department of Industrial Relations.
- 3.3. Work covered under this Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union(s) of Elevator Constructors except that of this Agreement shall prevail and be applied to such work. Work covered by the Agreement within the craft jurisdiction of the Boilermakers will be performed under the terms of the National Transient Lodge (NTL) Articles of Agreement except that of the Agreement shall prevail and be applied to such work. Work covered by this Agreement within the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles 6, 7, 12, 14, 15, and 16 of this Agreement shall prevail and be applied to such work.
- 3.4. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement. If required in order to protect terms of a preexisting written warranty applicable to purchased equipment, a representative of the equipment manufacturer may direct and supervise workers employed pursuant to this Agreement in performance of installation or repairs. The issue of whether a preexisting written warranty with such terms is applicable to purchased equipment shall be subject to the grievance and arbitration clause in Article 12 of this Agreement.
- 3.5. After installation by the Contractor(s) and upon the issuance of a notice of substantial completion, final completion or formal acceptance of a portion of the project or a building

system of the Project, it is understood, the District reserves the right to perform start-up, operation, repair, maintenance or revision of equipment or systems with employees of the District. If required, the service representative may make a final check and may direct workmen on site to make any necessary repairs to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.

- 3.6. It is expressly agreed and understood by the parties hereto that the District shall have the right to purchase material and equipment from any source, except where limited by this Agreement, and the craftspersons will handle and install such material and equipment as described herein.
- 3.7. Exclusions: Without limiting the foregoing, items specifically excluded from the scope of this Agreement are:
 - 3.7.1. The Agreement is not intended to, and shall not affect or govern the award of public works contracts that are awarded by the District but are not within the scope of the Project;
 - 3.7.2. The Agreement shall not apply to a Contractor(s)'s non-construction employees or employees performing professional or support services, including but not limited to: executives, managerial employees, engineering employees and supervisors above the level of general foreman, construction managers or project managers employed by or on contract with the District, staff engineers or other professional engineers, laboratory technicians, licensed architects, administrative and management employees, drafters, timekeepers, messengers, security guards (except those covered by existing MLAs);
 - 3.7.3. Any work undertaken by state, county, city or other governmental bodies, or their contractors, or by public utilities or their contractors; and/or by the District or its contractors for work that is not part of the scope of the Project;
 - 3.7.4. Off-site maintenance of leased equipment and on-site supervision of such work;
 - 3.7.5. All work by employees of District contractors involving general maintenance and/or repair and/or cleaning work, except as covered by this Agreement and within the scope of the Project; and
 - **3.7.6.** All work by employees of the District.

ARTICLE 4. EFFECT OF AGREEMENT

4.1. The Agreement shall apply and is limited to all Contractor(s), the District, and the Union(s). It is recognized by the parties to this Agreement that the Contractor(s) are acting only on behalf of said Contractor(s), and said Contractor(s) have no authority, either expressed,

implied, actual, apparent or ostensible, to speak for or bind the District. Further, it is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Agreement, neither the District nor the Contractor(s) will be obligated to sign any local, area or national agreement, or MLA, with any signatory Union(s) hereto.

- 4.2. By executing the Agreement, the Union(s) and the District agree to be bound by each and all of the provisions of the Agreement, including all Addenda. The District is an owner of the Project, but shall not be considered an employer or joint employer for any work covered by this Agreement, and, with regard to its employment practices, is not bound by provisions of this Agreement applicable to Contractor(s).
- 4.3. The provisions of this Agreement, including the MLAs, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of an MLA and is not covered by this Agreement, the provisions of the MLA shall prevail.
- 4.4. The District will apply this Agreement as a contract specification of all Construction Contracts. By accepting the award of a Construction Contract, each Contractor(s) agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement To Be Bound in the form attached hereto as Addendum A. If after award of a prime contract, a prime contractor refuses to execute the Agreement To Be Bound, then the District shall not execute or enter into the prime contract with such prime contractor. Lower-tier contractors that refuse to execute the Agreement To Be Bound may not be awarded a Construction Contract by any Contractor(s), and may not participate on the Project. Provisions of this Article 4 requiring prospective contractors to execute the Agreement to be Bound, and to perform work pursuant to terms of this Agreement, are not applicable where excluded pursuant to Article 16.
- 4.5. At the time that any Contractor(s) enters into a subcontract with any subcontractor providing for the performance of any portion of a Construction Contract, the Contractor(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a Construction Contract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor(s) pursuant to this Agreement may not be evaded by subcontracting.
- 4.6. Each Contractor(s) shall give written notice to the District and the Council, of any subcontract involving the performance of Covered Work within either seven (7) calendar days of entering such subcontract or before such Contractor(s) commences work on the Project, whichever occurs first. Such notice shall specify the name, address and the California State License Board license number of the Contractor(s). Written notice at a Pre-

Job Conference shall be deemed written notice under this provision for those Contractor(s) listed at the Pre-Job Conference only.

ARTICLE 5. <u>RELATIONSHIP BETWEEN PARTIES</u>

- 5.1. This Agreement shall only be binding on the signatory parties hereto and Contractor(s) having executed the Agreement To Be Bound, and shall not apply to parents, affiliates, other divisions of such entities. This Agreement does not create and does not have the effect of creating any joint employer, single employer or alter-ego status between or among Contractor(s) or between or among any of the parents, affiliates, other divisions of Contractor(s), or other joint or sole ventures of any Contractor(s).
- 5.2. Each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor(s) or any dispute between a Union(s) and a Contractor(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties of any entity not party to the dispute.
- 5.3. It is mutually agreed by the parties that any liability of a Union(s) shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.
- 5.4. It is recognized by the parties to this Agreement that the Contractor(s) are acting only on behalf of said Contractor(s), and said Contractor(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the District.
- 5.5. The Council shall assign a representative to this Project for the purpose of assisting Union(s) and Contractor(s), and working with the Joint_Administrative Subcommittee, to work toward completion of the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

ARTICLE 6. NO STRIKES - NO LOCKOUTS

- **6.1.** The Union(s), District, and Contractor(s) agree that with regard to the Project:
 - 6.1.1. Each Union(s) and its officers, members, agents, representatives, employees, and any other person acting on behalf of said Union(s), shall not incite, encourage, condone or participate in any strike, sympathy strike, walkout, slowdown, sitdown, sick-out, boycott, picketing, withholding of labor, interference with work or handbilling by the Union(s) or employees employed on the Project, at the job site of the Project or at any other facility of District because of a dispute on the Project, and it is expressly agreed that any such action is a violation of this Agreement. Disputes arising between the Union(s) and Contractor(s) on other projects are not governed by the terms of this Agreement or this Article 6.

- 6.1.2. As to employees employed on the Project, there shall be no lockout of any kind by a Contractor(s) with regard to performance of work on the Project. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) acting within terms of the applicable MLA.
- 6.1.3. If an MLA expires before the Contractor(s) completes the performance of the Construction Contract and the Union(s) or Contractor(s) gives notice of demands for a new or modified MLA, the Union(s) agrees that it will not engage in any conduct described in Article 6.1.1. of this Agreement and the Union(s) and the Contractor(s) agree that the expired MLA shall continue in full force and effect for work covered under this Agreement until a new or modified master collective bargaining agreement is reached between the Union(s) and Contractor(s). If the new or modified MLA provides that any terms of the MLA shall be retroactive, the Contractor(s) agrees to comply with any retroactive terms of the new or modified MLA which are applicable to employees who were employed on the projects during the interim with retroactive payment due within seven (7) calendar days of the effective date of the modified MLA.
- 6.1.4. Withholding of labor for failure of a Contractor(s) to tender Trust Fund contributions as required in accordance with Article 17 and/or for failure to meet its weekly payroll is not a violation of this Article 6; however, the Union(s) shall give the affected Contractor(s) and the District written notice seventy-two (72) hours prior to the withholding of employees when failure to tender trust fund contributions has occurred. There shall be one (1) day's notice when failure to meet weekly payroll has occurred or when paychecks are determined to be nonnegotiable by a financial institution normally recognized to honor such paychecks.
- 6.1.5. Should a Contractor(s) performing work on this Project be delinquent in the payment of Trust Fund contributions required under this Agreement, the Union(s) may request that the General Contractor(s) issue joint checks payable to the Contractor(s) and the appropriate employee benefit Trust Fund(s), on behalf of the employee(s) until such delinquencies are satisfied. Any Trust Fund claiming that a Contractor(s) is delinquent in its fringe benefit contributions to the Trust Funds will provide written notice of the alleged delinquency to the affected Contractor(s), with copies to the General Contractor(s) and the District. The notice will indicate the amount of delinquency asserted and the period that the It is agreed, however, with respect to Contractor(s) delinquency covers. delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the MLAs. If a General Contractor(s) is delinquent in the payment of Trust Fund(s) contributions for covered work performed on this project, the General Contractor(s) agrees that the affected Trust Fund(s) may place the District on notice of such delinquencies and the General Contractor(s) further agrees that the District may issue joint

- checks to the General Contractor(s) and the Trust Fund(s), on behalf of the employee(s) until the delinquency is satisfied.
- 6.2. Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:
 - 6.2.1. A party invoking this procedure shall notify Thomas Angelo, as the permanent Arbitrator, or, Robert Hirsch, as the alternate Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made pursuant to the process set forth in Article 12.2.2, Step 5 of Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to the District and the party alleged to be in violation and to the Council and involved local Union(s) if a Union(s) is alleged to be in violation.
 - **6.2.2.** Upon receipt of said notice, the District will contact the designated Arbitrator named above or his alternate, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
 - 6.2.3. The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.
 - 6.2.4. The sole issue at the hearing shall be whether or not a violation of Article 6.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.
 - 6.2.5. Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Article 6.2.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be exparte. Such agreement does not waive any party's right to participate in a hearing

for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

- **6.2.6.** Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or that interfere with compliance, are waived by the parties.
- 6.2.7. The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

ARTICLE 7. WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 7.1. The assignment of Covered Work will be solely the responsibility of the Contractor(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 7.2. All jurisdictional disputes on this Project between or among the Union(s) and the Contractor(s) shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor(s) and Union(s) parties to this Agreement.
- 7.2.1. For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, D.C., at the request of any party to a jurisdictional dispute under this Agreement, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the applicable Building and Construction Trades Council. All other procedures shall be as specified in the Plan.
- 7.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor(s)' assignment shall be adhered to until the dispute is resolved. Individuals violating this Article shall be subject to immediate discharge.
- 7.4. Each Contractor(s) shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Contractor(s) and the District will be advised in advance of all such conferences and may participate if they wish. Pre-Job Conferences for different Contractor(s) may be held together.

ARTICLE 8. PRE-JOB CONFERENCES

- 8.1 A mandatory Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor(s)' contract and assignment of such work. Such conference shall be attended by a representative each from the participating Contractor(s), including all subcontractors, the Union(s) and the District. When a contract has been let to a Contractor(s) covered hereby, this Pre-Job Conference shall be required and shall be held at the offices of the Council. Pre-job Conferences for different Contractor(s) may be held together. The District will be advised in advance of all such conferences and may participate if they wish. The District and the Council may mutually agree to waive the requirement to hold a Pre-Job Conference for any particular Construction Contract.
- 8.2 The Contractor(s) performing the work shall have the responsibility for making work assignments in accordance with Article 8.1 of this Agreement.

ARTICLE 9. MANAGEMENT RIGHTS

- 9.1. The District maintains complete discretion and to select Contractor(s) and award contracts for performance of Covered Work. There shall be no limitation or restriction upon the District in the choice of materials or upon the full use of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. The District shall have the right to purchase material and equipment from any source, and the craftspersons will handle and install such material and equipment, in accordance with this Agreement.
- 9.2. The Contractor(s) have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, in compliance with terms of the applicable MLAs and this Agreement. This authority includes, but is not limited to, the right to:
 - (a) Plan, direct and control the workforce and the operation of all the work;
 - (b) Hire, promote, transfer and layoff employees as deemed appropriate to meet work requirements and/or skills required,
 - (c) Determine the competency of all employees, the number of employees required in compliance with lawful manning provisions, and the duties of such employees within their craft jurisdiction;
 - (d) Require all employees to observe security and safety regulations, consistent with the provisions of this Agreement; these security and safety regulations shall be reviewed and mutually agreed upon at the Pre-Job Conference and supplied to all employees and/or posted on the jobsite;
 - (e) Establish a system for checking employees in and out of the Project site;

- (f) Assign and schedule work at its sole discretion and determine when overtime will be worked consistent with provisions of this Agreement, terms of Construction Contracts, and any applicable MLA;
- (g) Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator, in accordance with the provisions of this Agreement, including the fabrication provisions herein; and
- (h) The inspection of incoming shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor(s) by individuals of its choice, in accordance with this Agreement.

The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractor(s), therefore, retain all legal rights not specifically limited by this Agreement or provisions of an applicable MLA.

ARTICLE 10. WORK RULES

- 10.1. Work rules shall apply as set forth in the applicable MLA, except as otherwise set forth in this Agreement.
- 10.2. Except where an applicable MLA requires otherwise, the selection of craft foremen and general foremen shall be entirely under discretion of the Contractor(s), and foremen and general foremen shall take orders from the designated Contractor(s)' representatives.
- 10.3. There shall be no limit on production by employees. Craftpersons shall work under the supervision of the craft foremen.
- 10.4. Reasonable security procedures for control of tools, equipment and materials may be established in the discretion of Contractor(s). Such measures will be presented at the Pre-Job Conference.
- 10.5. All employees will comply with the reasonable security procedures established and published by the Contractor(s) and/or the District. Such measures will be presented at the Pre-Job Conference.
- 10.6. The standard work week for the Project will be five (5) consecutive days Monday-Friday. Eight (8) consecutive hours, between 6:00a.m. and 6:00p.m., shall constitute a work day. There will be half-hour lunch period during the shift. The Contractor(s) may vary the starting time to take advantage of daylight hours, weather conditions, shifts, traffic conditions, or local law or permit requirements. An alternate four (4) day ten (10) hour shift may be elected by the Contractor(s) and will be Monday-Thursday. The ten (10) hour work day may be scheduled between the hours of 6:00a.m. and 8:00p.m. Prior to

- changing a shift from 5x8 hours to 4x10 hours, a contractor must give at least five (5) calendar days advance notice to the employees. Nothing herein shall be construed as guaranteeing any employee forty (40) hours of work per week. Wages and payment shall be in accordance with the applicable MLA.
- 10.7. Recognized holidays shall be as follows: New Years Day, Martin Luther King Jr.'s Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. Work may be performed on Labor Day for the preservation of life or property, or as otherwise contemplated under an MLA. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. In the event a holiday falls on Saturday, the preceding day, Friday, shall be observed as such holiday. Wages and payment shall be in accordance with the applicable MLA.
- 10.8. Contractor(s) shall provide certified payroll records to the District within ten (10) business days of written request or as required by bid specifications.

ARTICLE 11. JOINT ADMINISTRATIVE COMMITTEES

- 11.1 The parties to this Agreement shall establish a six (6) -person Joint Administrative Committee. This Committee shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Union(s). Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. The Joint Administrative Committee shall meet as required to review the implementation of the Agreement and the progress of the Project.
- 11.2 The Joint Administrative Committee shall appoint a Joint Administrative Subcommittee consisting of one District representative and one Union(s) representative for the purpose of convening to confer in an attempt to resolve a grievance that has been filed consistent with Article 12.2. The Joint Administrative Subcommittee shall meet as required to resolve grievances described in Article 12.2 by majority vote, with such resolutions to be final and binding with regard to parties to the grievance. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Joint Administrative Subcommittee, if such award is made by a majority vote, and the hearing shall proceed ex parte.

ARTICLE 12. GRIEVANCE PROCEDURE

12.1. All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 6, No-Strike/No-Lockout procedure or Article 7, Work Assignments and Jurisdictional Disputes shall be governed by the following grievance and arbitration procedure. Any Contractor(s) which is not otherwise bound through an

MLA with a Union(s) to a grievance procedure which has jurisdiction to consider and resolve disputes over the imposition of discipline or dismissal of its construction persons working on this Project shall be bound to the grievance procedure contained in the MLA of the craft representing the employee(s) involved in the dispute. Such Contractor(s) shall not impose discipline or dismissal on its construction persons covered by this Agreement except in accordance with the procedures and standards of the applicable MLA, including applicable just cause standards.

- 12.2. Grievances between one or more Union(s) and one or more Contractor(s) regarding alleged violations of this Agreement shall be pursued according to the following provisions:
- 12.2.1 A grievance shall be considered null and void if not brought to the attention of the affected Contractor(s) or the Union(s) within ten (10) business days after the grievance is alleged to have occurred, and in no event more than thirty (30) calendar days after the charging party became aware of the event giving rise to the dispute.
- **12.2.2** Grievances shall be settled or otherwise resolved according to the following Steps and provisions:
 - Step 1: The Union(s)' or Contractor(s)' representative and the grievant shall attempt to resolve the grievance with the craft supervisor or Contractor(s) representative.
 - Step 2: In the event the matter remains unresolved in Step 1 above, within five (5) business days, the grievance shall be reduced to writing and may then be referred by the Union(s) or the Contractor(s) to the other party for discussion and resolution.
 - Step 3: In the event that the Union(s) and Contractor(s) representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 2, cither involved party may submit the dispute within five (5) business days to the Joint Administrative Subcommittee established in Article 11. Administrative Subcommittee shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by the representatives on the Joint Administrative Subcommittee) to confer in an attempt to resolve the grievance. Regardless of which party has initiated the grievance proceeding, prior to the meeting of the Joint Administrative Subcommittee, the Union(s) shall notify its international Union(s) representative(s), which shall advise both parties if it intends on participating in the meeting. The participation by the International Union(s) Representative in this Step 3 meeting shall not delay the time set herein for the meeting, unless otherwise mutually agreed by the parties. If the Joint Administrative Subcommittee resolves the grievance by majority vote, that resolution is final and binding on Union(s) and Contractor(s). If the dispute is not resolved by the Joint Administrative Subcommittee, it may be referred within five (5) business days by either party to Step 4.

At the time a grievance is submitted under this Agreement or any MLA, the Union(s) may request that the District withhold and retain a reasonable estimate of what is due and owing from the Contractor(s) against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. To the extent permitted by law, the amount shall be retained by the District until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall order.

- Step 4: In the event the matter remains unresolved in Step 3, either party to the grievance may request, within five (5) business days, that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.
- Step 5: The Parties agree that the arbitrator who will hear the grievance shall be selected from the list of arbitrators set forth on Addendum B. The parties shall flip a coin to determine who shall strike the first name and shall then alternately strike names from the list and the last remaining name shall be the neutral third party arbitrator who shall have the power to resolve the dispute in a final and binding manner. Should a party to the procedure fail or refuse to participate in the hearing, if the arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The arbitrator's award shall be final and binding on all parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the parties to the arbitration. The arbitrator's decision shall be confined to the question(s) posed by the grievance, and the arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.
- 12.3. Grievances raised by District against one or more Union(s), or by one or more Union(s) against the District, alleging violations of this Agreement shall be settled or otherwise resolved according to the following steps and provisions:
 - Step 1: The Joint Administrative Subcommittee shall attempt to resolve the grievance. The Joint Administrative Subcommittee shall meet within five (5) business days after receipt of the grievance (or such longer time as is mutually agreed upon by the representatives on this Joint Administrative Subcommittee) to confer with regard to the grievance. If the dispute is resolved by majority vote of the Joint Administrative Subcommittee, that decision is binding on the District and Union(s) party to the dispute.
 - Step 2: In the event the matter remains unresolved pursuant to Step 1, either Party may request that the dispute be submitted to arbitration as set forth in Article 12.2.2, Step 5.

- Step 3: Should a party to the procedure fail or refuse to participate in the hearing, if the arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the parties to the arbitration. The arbitrator's decision shall be confined to the question(s) posed by the grievance and the arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.
- 12.4. Grievances between a Union(s) and a Union(s)' signatory Contractor(s) involving interpretation or application of the MLA shall be governed by the grievance procedures contained in the MLA.

ARTICLE 13. UNION(S) RECOGNITION AND REPRESENTATION

- 13.1 The Contractor(s) recognize the Union(s) signatory hereto as the sole and exclusive collective bargaining representatives for all craft employees on the Project.
- 13.2 No employee subject to this Agreement may be required to join any Union(s) as a condition of being first employed on the Project. For the period during which they are performing Covered Work, all employees who are employed by the Contractor(s) shall, as a condition of employment for Covered Work, on or before the eighth (8) day of consecutive or cumulative employment in Covered Work, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the Union(s), to the extent permitted by law. Further, there is nothing in this Agreement that would prevent non-Union(s) employees from joining the Union(s).
- 13.3 Authorized representatives of the Union(s) shall have access to the site at all times. Such representatives shall comply with reasonable visitor safety and security rules established for the Project. Access for Union(s)'s representatives will not be unduly restricted.
- 13.4 In accordance with the applicable MLA, each Union(s) shall have the right to designate a working journeyperson as a steward for each shift, and shall notify the Contractor(s) in the writing of the designated steward or stewards prior to the assumption of such person's duties as steward.

ARTICLE 14. REFERRAL – TARGETED HIRE

14.1. All employees employed by Contractor(s) shall be dispatched by the Union(s). Except as otherwise set forth in this Agreement or Project Employment Requirements, all

- Contractor(s) shall be bound by and utilize the registration facilities and referral systems established or authorized by the relevant MLAs.
- 14.2. Contractor(s) are subject to Project Employment Requirements, which are terms of all prime contracts and subcontracts for the Project, and with which all Contractor(s) are required to comply. In the event of any conflict between the Project Employment Requirements and this Agreement with regard to responsibilities of Union(s), the terms of this Agreement shall prevail and take precedence.
- 14.3. The Union(s) accept requests for and to provide referrals of Local Residents and Federal Targeted Workers needed in order for Contractor(s) to satisfy requirements of the Project Employment Requirements, on a priority basis, to the extent consistent with the relevant MLA. Contractor(s) agree to request such workers in writing and maintain copies of all such requests. All written requests for workers shall be available for inspection upon request by authorized representatives of the District.
- 14.4. In the event that a Contractor(s) not signatory to an MLA has its own core workforce, the Contractor(s) may request by name, and the Union(s) shall honor, referral of persons who demonstrate the following qualifications:
 - possess any license and/or certifications required by State or Federal law for the Project work to be performed
 - (2) have worked a total of at least one thousand (1000) hours in the construction craft during the prior three (3) years; and
 - (3) were on the Contractor(s)' active payroll for at least 60 out of 100 calendar days prior to the contract award;
 - (4) have the ability to perform safely the basic functions of the applicable trade; and
 - (5) are Local Residents or Federal Targeted Workers.

The Union(s) will first refer to such a Contractor(s) one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will thereafter refer one of such Contractor(s)'s "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor(s)'s crew requirements are met or until such Contractor(s) has hired no more than five (5) "core" employees, whichever occurs first. Thereafter, all additional employees shall be hired exclusively from the Union(s)'s hiring hall out-of-work lists, except for any hire made pursuant to Article 14.5. Hiring hall referrals made pursuant to this Article 14.4 shall be made in conformance with Article 14.3. For the duration of the Contractor(s)' work, the ratio shall be maintained, and when the Contractor(s)' workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor(s)

signatory to an MLA shall be bound to use the hiring hall provisions contained in the MLA, except as specifically set forth in this Agreement.

- 14.5. In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s), including a request for a Local Resident or Federal Targeted Worker, within a forty-eight (48) hour period after such request is made by a Contractor(s), Saturdays, Sundays and Holidays excluded, the Contractor(s) shall be free to (i) obtain Local Residents or Federal Targeted Workers from an Alternative Referral Source as described in the Construction Careers Policy, and (ii) obtain other workers from any source. Upon hiring employees from a source other than Union(s)' referral facilities, the Contractor(s) shall immediately notify the appropriate Union(s) of the name and address of such employees hired, with such employees bound by relevant provisions of the MLA during performance of work for the Project, except as otherwise set forth in this Agreement.
- 14.6. Unions shall not be required to comply with provisions of Articles 14.3 and 14.5 related to referral and employment of Local Residents and Federal Targeted Workers if the District revises the Project Employment Requirements approved by the District's Board of Directors concurrently with this Agreement, unless such revision is accompanied by a letter of support from the Trades Council.

14.7. Apprentices.

- 14.7.1. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, Contractor(s) will employ apprentices in the respective Union(s) to perform such work as is within their capabilities and which is customarily performed by the Union(s) in which they are indentured. Union(s) will cooperate by referring apprentices to Contractor(s) as requested in order to facilitate Contractor(s)' satisfaction of Project Employment Requirements, and shall encourage joint labor-management apprenticeship programs to provide such referrals. Union(s) agree that apprentices shall be dispatched to any Contractor(s) working under this Agreement.
- 14.7.2. In order to facilitate General Contractor(s)' satisfaction of the apprentice sponsorship requirement of the Construction Careers Policy, Union(s) shall cooperate and take the following steps, and shall encourage joint labor/management apprenticeship programs to take the following steps:
 - a) accept sponsored Local Residents and Disadvantaged Workers into joint labor/management apprenticeship programs, and refer new apprentices to Contractor(s) upon request;
 - if a sponsored Local Residents and Disadvantaged Workers are not accepted into a joint labor/management apprenticeship program, upon request from the District or a sponsoring Contractor(s), provide information regarding the reasons for not

- accepting the worker into the program (to the extent allowed by law), and work collaboratively with the District and the Contractor(s) to resolve obstacles to enrollment of that worker and other Local Residents and Disadvantaged Workers;
- respond to District requests regarding retention and progress through the apprenticeship program of new apprentices over the duration of this Agreement, to the extent allowed by law;
- facilitate, encourage, and assist Local Residents and Disadvantaged Workers to commence and progress in joint labor/management apprenticeship programs;
- e) develop and collaborate with effective pre-apprenticeship programs to prepare Local Residents and Disadvantaged Workers to become new apprentices;
- f) assist with recruitment of Local Residents and Disadvantaged Workers for such programs;
- g) assist in connecting Local Residents and Disadvantaged Workers with Contractor(s), for sponsorship opportunities.
- 14.8. The parties only recognize the State-approved Apprenticeship training programs administered by Joint Labor/Management Apprenticeship Training Committees for the purposes of meeting the goals of this Article 14 and of the Agreement.

ARTICLE 15. NON-DISCRIMINATION

15.1 The Contractor(s) and Union(s) agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

ARTICLE 16. <u>DISADVANTAGED BUSINESS ENTERPRISE PROGRAM</u>

- 16.1. The parties recognize that the project is covered by the District's Disadvantaged Business Enterprise Program ("DBE Program"), which includes a small business component, and which implements the U.S. Department of Transportation's Disadvantaged Business Enterprise requirements for USDOT-funded projects. In keeping with the DBE Program's purpose of assisting certain businesses in overcoming the disadvantages that have resulted from the operation of various economic, social and cultural forces, the District and the signatory Union(s) believe that these goals can be achieved and operate within the framework of this Agreement.
- 16.2. The parties agree that for the purposes of this Agreement, the definition of "Construction Contract(s)" shall not include contracts or subcontracts that are otherwise covered by the scope of this Agreement that have an estimated value below five hundred thousand dollars

(\$500,000), and that are awarded to contractors who are certified under the DBE Program, to that extent that such contracts or subcontracts are within parameters set forth in Articles 16.2 and 16.3 of this Agreement. Unless otherwise mutually agreed by the parties, the aggregate value of all contracts falling under this exclusion will not exceed five million dollars (\$5,000,000). The Council shall be notified prior to execution of any contract pursuant to this Article 16.2. The exclusion described in this Article 16 may be applicable to contractors that are signatory or are not signatory to MLAs.

- 16.3. The parties intend that the implementation of this Article 16 shall not have a significantly disproportionate impact on any particular craft or upon certified Federal Program contractors already signatory to MLAs. Unless otherwise mutually agreed by the parties, the District shall ensure that no more than ten percent (10%) of any particular craft's work may be subject to this Article 16.
- 16.4. The Union(s) agree that they will not undertake any conduct described in Article 6.1.1 against a contractor performing work on the Project under this provision, and the parties expressly agree that any such work shall not be subject to Trust Fund contributions.

ARTICLE 17. WAGE SCALES AND FRINGE BENEFITS

- 17.1. All Contractor(s) agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable MLA for each hour worked on the Project in the amounts designated in the MLAs of the appropriate Union(s).
- 17.2. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the applicable MLA. Other terms and conditions of employment on the Project shall be governed by the MLAs, copies of which shall be on file with the District, to the extent such MLAs are not inconsistent with this Agreement.
- 17.3. During the period of construction on this Project, the Contractor(s) agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Union(s) and the historically recognized local bargaining parties on the effective date as set forth in the applicable MLAs. In the event that an MLA is renegotiated during the term of this Agreement, the Union(s) shall notify the Contractor(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.
- 17.4. The Contractor(s) hereby adopt and agree to be bound by the written terms of the legally established Trust Funds referred to in Article 17.1, specifying the detailed basis on which contributions are to be made into, and benefits paid out of, such Trust Funds. The Contractor(s) authorize the parties to such Trust Funds to appoint trustees and successor trustees to administer the Trust Funds, and hereby ratify and accept the trustees so appointed as if made by the Contractor(s).

17.5. Wage rates, fringe benefits or working conditions negotiated in MLAs which are construed to apply exclusively or predominantly to the construction work covered by this Agreement will not be recognized or applied on work covered by this Agreement.

ARTICLE 18. <u>HEALTH AND SAFETY</u>

- 18.1. The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor(s), be bound by the safety rules and regulations as established by the District and Contractor(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.
- 18.2. In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor(s).
- 18.3. A convenient supply of cold and potable drinking water shall be provided by the Contractor(s).
- 18.4. The Contractor(s) and Union(s) agree to abide by the substance abuse policies contained in the applicable MLA. The Contractor(s) and Union(s) understand that the facilities are smoke free sites.

ARTICLE 19. HELMETS TO HARDHATS

- 19.1 The parties recognize a desire to facilitate the entry into the Building and Construction Trade Union(s) of Veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 19.2 The Union(s) and Contractor(s) agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Union(s) will give credit to such Veterans for bona fide, provable past experience.

ARTICLE 20. MISCELLANEOUS PROVISIONS

- 20.1. Counterparts. This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile/PDF signature pages transmitted separately to other parties to this Agreement shall be deemed equivalent to original signatures.
- 20.2. Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.
- **20.3.** Public Contract Code. This Agreement incorporates requirements of the California Public Contract Code applicable to the District's contracting program.
- **20.4.** <u>Ratification by Governing Board</u>. This Agreement has been approved by the District Board of Directors.

ARTICLE 21. ENTIRE AGREEMENT

- 21.1. This Agreement represents the complete understanding of the parties. The provisions of this Agreement, including the MLAs (except with regard to matters on which this Agreement contains conflicting terms), shall apply to the work covered by this Agreement. Practices not part of the terms and conditions of this Agreement shall not be recognized.
- 21.2. The Union(s) agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment, and that during the term of this Agreement, neither the Contractor(s), nor the Union(s) will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement except by mutual agreement of the Union(s) involved and the District.

ARTICLE 22. GENERAL SAVINGS CLAUSE

22.1. It is the intention of the District and the Union(s) to comply with all laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the parties shall suspend the operation of each such article or provision during the period of invalidity. Such suspension shall not affect the operation of any other provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a Court of

competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of this Agreement. Any term of this Agreement that is deemed to be prohibited by federal or state funding sources shall not be effective; remaining terms shall remain in effect. In the event that application of a provision of this Agreement is prohibited by such funding source or sources, the Parties to this Agreement will negotiate in good faith a replacement provision, within the parameters set forth by the funding source, and advancing the initial intent of this Agreement to the greatest extent feasible.

ARTICLE 23. <u>DURATION OF AGREEMENT</u>

- 23.1. This Agreement shall become effective on the day it is executed by the duly authorized representatives of the District and the Council, and shall continue in full force and effect until conclusion or performance of Covered Work. The District and the Council may mutually agree in writing to amend, extend or terminate this Agreement at any time.
- 23.2. Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the District by the Prime Contractor(s) and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District, the Agreement shall have no further force or effect on such items or areas, except when the Prime Contractor(s) is directed by the District to repair or modify as required by its contract(s) with the District.
- 23.3. Notice of each final acceptance received by the Prime Contractor(s) will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch list" and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Prime Contractor(s). At the request of the Union(s), complete information describing any "punch list" work, as well as any additional work required of a Contractor(s) at the discretion of the District pursuant to 24.2 above, involving otherwise turned over and completed facilities which have been accepted by the District, will be available.

SIGNATURES Alameda-Contra Costa Transit District David J. Armijo, General Manager Approved as to Form and Content: Denise C. Standridge, Interim-General Counsel Building and Construction Trades Council of Alameda County, AFL-CIO By: Andreas Cluver, Secretary-Treasurer Signatory Unions Asbestos Workers, Local 16 By: Boilermakers, Local 300 By: Bricklayers & Allied Craftsmen, Local 3 By: Northern California Carpenters By: Regional Council (on behalf of Carpenters, Local 713, Carpenters, Local 2236, Lathers, Local 68L, Millwrights, Local 102, Pile Drivers, Local 34) Cement Masons, Local 549 By:

PLA for Bus Rapid Transit Project

Electrical Workers, Local 595	By:
Elevator Constructors, Local 8	Ву:
Hod Carriers, Local 166	By:
Iron Workers, Local 378	Ву:
Laborers, Local 67	By:
Laborers, Local 304	By:
Operating Engineers, Local 3	Ву:
Plasterers, Local 66	By:
Roofers, Local 81	By:
Sheet Metal Workers, Local 104	Ву:
Sign Display, Local 510	Ву:
Sprinkler Fitters, Local 483	By:
Teamsters, Local 853	By:
United Association of Journeymen and Apprentices Fitting Industry, Underground Utility & Landscape, Local 355	By:

United Associati Pipefitters, Plum Fitters, Local 34	· ·	By:	
District Counci Masons of Nort	l of Plasterers & Cement hern California	Ву:	
California Interi Painters & Allie Auto & Marine	, Local 169,	By:	
	of Iron Workers of the nia & Vicinity Trades	By:	
Northern California District Council of Laborers		By:	
ADDENDA TO	THE AGREEMENT:		
Λddendum A:	Agreement to be Bound		
Addendum B:	List of Arbitrators		

ADDENDUM A

PROJECT LABOR AGREEMENT FOR THE AC TRANSIT BUS RAPID TRANSIT PROJECT

CONTRACTOR AGREEMENT TO BE BOUND

The		Subcontractor (CONTRACTORS) on the Γ), for and in consideration of the award to it of a		
the "	1	ther consideration of the mutual promises made in EMENT), a copy of which was received and is		
(1)	Accepts and agrees to be bound by the terms and any and all amendments and supplements now e	d conditions of the AGREEMENT, together with existing or which are later made thereto:		
(2)	Agrees to be bound by the legally established Trust Agreements as set forth in Article 17 of this AGREEMENT; and			
(3)	Authorizes the parties to such Trust Agreement administer the trust funds and hereby ratifies and the CONTRACTORS; and	ts to appoint trustees and successor trustees to d accepts the trustees so appointed as if made by		
(4)	Certifies that it has no commitments or agreeme compliance with the terms and conditions of sai			
(5)	Agrees to secure from any CONTRACTORS (a becomes a Subcontractor (of any tier) to it, a du identical to this document.	·		
Dated	l:			
	(Name of Contractor(s))			
(Name	e of Contractor(s)) (Authorized Officer &	Title)		
 (Projec	ct)	(Address)		
PLA fo	or Bus Rapid Transit Project	Page 29 of 33		

	<u> </u>
(CSLB #)	(Area Code) (Phone)
	_
(Fax)	(Motor Carrier (CA) Permit Number)

Addendum B: List of Arbitrators

Thomas Angelo

Alexander Cohn

Jerilou Cossack

Morris Davis

Bob Hirsch

John Kagel

Geraldine Randall

William Riker

Barry Winograd

AC Transit BOARD POLICY

Policy No. 327

Category: Financial Matters

BUS RAPID TRANSIT CONSTRUCTION CAREERS POLICY

I. PURPOSE

The Alameda-Contra Costa Transit District ("AC Transit") operates a bus system serving Alameda and Contra Costa counties, and owned by the public. AC Transit's Bus Rapid Transit project ("BRT Project"), scheduled to commence operation in 2016, will generate substantial employment and business opportunities through the construction phase.

For purposes of the BRT Project, AC Transit desires to implement targeted hiring strategies focused on areas of high unemployment, and on individuals with barriers to employment. These objectives will be advanced by targeting the BRT Project's construction employment and training opportunities in ways calculated (i) to mitigate the harms caused by geographically-concentrated poverty, (ii) to fight unemployment and underemployment in vulnerable populations and neighborhoods, including populations with barriers to employment, (iii) to advance the skills of targeted workers and enable workers to earn wages that will assist them in moving out of poverty, (iv) to provide links to career paths for targeted workers, and (v) to facilitate rapid completion of the BRT Project.

These objectives will also be advanced, and the proprietary interests of AC Transit will be protected, by avoidance of labor misunderstandings, grievances and conflicts on the BRT Project. Project labor agreements minimize the possibilities for such controversies, thereby promoting project cost containment, timely and economical project completion. Project labor agreements can also facilitate efforts to target construction job opportunities as described above. AC Transit therefore intends to implement this Policy through negotiation of a project labor agreement that facilitates achievement of the goals of this Policy and assures labor peace on the BRT Project.

Capitalized terms herein shall have the definitions set forth in Section II, below.

II. DEFINITION OF TERMS

The following capitalized terms shall have the following meanings in this Policy. These definitions encompass both the singular and plural form.

- A. "AC Transit" means the Alameda-Contra Costa Transit District.
- **B.** "Apprentice" means an individual registered and participating in an apprenticeship program approved by the US Department of Labor (DOL) and/or California Division of Apprenticeship Standards.
- C. "BRT Project" means the AC Transit Bus Rapid Transit Project, as described in the "Record of Decision on the East Bay Bus Rapid Transit Project in Alameda County,

Page 1 of 12

Adopted: Amended:

- California," issued by the Federal Transit Administration on June 8, 2012, including attachments.
- D. "Building Trades Council" means the Building and Construction Trades Council of Alameda County, AFL-CIO.
- E. "Chronic Unemployment" means unemployment as defined by the U.S. Bureau of Labor Statistics and lasting 27 weeks or longer.
- F. "Construction Contract" means a contract to perform construction work on the BRT Project.
- G. "Contractor/Subcontractor/Employer" or "C/S/E" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a contract with AC Transit, the Prime Contractor, or another C/S/E, subcontractor, or owner/operators of any tier, with respect to the construction of any part of the BRT Project.
- H. "Criminal Justice System Involvement" means direct involvement with the criminal justice system through having an arrest record, or indirect involvement through affiliation or residency in an area with high levels of gang activity as identified/verified by a law enforcement agency.
- "Disadvantaged Worker" means an individual who, prior to commencing work on the BRT Project, is domiciled in an Economically Disadvantaged Area and faces at least two of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) having a criminal record or other Criminal Justice System Involvement; (5) suffering from Chronic Unemployment; (6) emancipated from the foster care system; or (7) being a veteran of the U.S. military.
- J. "Economically Disadvantaged Area" means a zip code that includes a census tract or portion thereof in which the median annual household income is less than \$40,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census and as updated upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey.
- K. "Employment Hiring Plan" means a plan presented by a C/S/E to AC Transit, requiring approval by AC Transit's General Manager or his or her designee prior to commencement of performance of Project Work, as described in Section III.4 of this Policy.
- L. "Alternative Referral Source" means an independent third-party individual, entity or employee with approved by AC Transit as having the capacity to promptly refer Targeted Workers to C/S/Es.
- M. "Letter of Assent" means the document that formally binds each C/S/E to adherence to all the forms, requirements and conditions of the PLA.
- N. "Local Resident" shall mean an individual domiciled in either the City of Oakland or the City of San Leandro.

Page 2 of 12

Adopted: Amended:

- O.N. "Policy" means this Construction Careers Policy for the BRT Project. This Policy shall govern BRT Project construction contracts, under terms set forth herein.
- P.O. "Prime Contract" means a contract awarded by AC Transit for construction of Project Work.
- Q.P. "Prime Contractor" means a C/S/E that has entered into a Prime Contract.
- R.Q. "Project Labor Agreement" or "PLA" means an agreement regarding construction work on the Project and entered into by AC Transit, the Building Trades Council, and affiliated construction trade unions, providing labor peace commitments, governing certain working conditions, and facilitating satisfaction of Targeted Hiring Requirements.
- S.R. "Project Work" means construction work performed in the construction of the BRT Project.

 AC Transit reserves the right to designate scope of construction work at all times.
- **T.S.** "Reporting Period" means the monthly reporting period for measuring the compliance of a Prime Contractor with Targeted Hiring Requirements. These monthly reporting periods will continue until construction of the BRT Project has been completed.
- **U.T.** "Targeted Hiring Requirements" means the requirements set forth in Section III.B.3 of this Policy.
- V.<u>U.</u> "Targeted Worker" shall mean a worker in a category set forth in the Targeted Hiring Requirements.
- **W.V.** "Union" means a construction trade union that executes a PLA.

III. COVERAGE OF PROJECT.

- A. Except as provided otherwise herein, this Policy applies to all BRT-related construction contracts.
- **B.** AC Transit shall modify or not enforce any aspect of the Policy in accordance with a valid and binding instruction from the U.S. Department of Transportation.

1. Implementation.

- a. All Requests for Proposal/Invitations for Bid specifications for the BRT Project shall require all C/S/Es submitting bids or proposals to agree to the terms of this Policy and any PLA. All references in this Policy to C/S/Es' responsibilities under a PLA are not applicable to C/S/E's falling under any DBE exemption provision of a PLA.
- b. All Prime Contracts shall include a provision obligating all C/S/Es to comply with the terms of this Policy through incorporation into Construction Contracts, and with any PLA through a Letter of Assent to AC Transit.

Page 3 of 12

Adopted: Amended:

c. The Prime Contract shall include provisions establishing liquidated damages amounts as described in Section III.B.5.a of this Policy, enforceable by AC Transit in its sole discretion.

2. Exclusions and/or Modifications.

- a. This Policy shall only apply to Construction Contracts, as defined in Section II (Definition of Terms), subject to such limitation as set forth herein.
- b. This Policy shall not apply to, or impact in any way, service contracts or operation, inspection or maintenance contracts entered into by AC Transit including, but not limited to, such contracts relating to the BRT Project, services provided at any AC Transit facility or building, and/or the operation or maintenance of any AC Transit-owned or AC Transit operated facilities or buildings.
- c. This Policy shall not apply to a C/S/E's non-manual employees, including, but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, time keepers, mail carriers, clerk, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other engineering, administrative, supervisory, and management employees.
- d. This Policy shall not apply to material suppliers of raw materials, manufactured products, offsite hauling or delivery by any means of material, supplies, or equipment required to any point of delivery, except an offsite prefabrication facility dedicated solely to Project Work.
- e. This Policy shall not apply to officers and employees of AC Transit, nor shall it apply to work performed by or on behalf of other governmental entities and public utilities.
- f. This Policy shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, design, environmental, geological, management, or other supervisory services on any AC Transit project including, but not limited to, consultants, engineers, architects, geologists, construction managers, and other professionals hired by AC Transit or any other governmental entity.
- g. This Policy shall not apply to the common division of work recognized through local practice for systems integration and testing, as-built documentation, including, but not limited to, those items excluded by the National Electrical Code (NFPA70) identified projects as "Not Covered" under Article 90.

Page 4 of 12

Adopted: Amended: h. The provisions of this Policy shall not be applicable where prohibited by federal or state law, or where the application would violate or be inconsistent with the terms and conditions of a grant or a contract with an agency of the United States or the State of California, or the valid instructions of an authorized representative of any of these agencies with respect to any grant or contract. If enforcement of any provision of this Policy is enjoined by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

3. Targeted Hiring.

- a. Each Prime Contractor and its C/S/Es shall ensure that at least 20% of all hours of Project Work will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeyman established by the applicable craft union's approved apprenticeship standards. Disadvantaged Workers will perform 25% of all apprenticeship hours worked on the BRT Project.
- b. Each Prime Contractor and its C/S/Es shall comply with U.S. Executive Order 11246 and all implementing regulations, including satisfaction of hiring goals for minorities and women.
- c. Each Prime Contractor and its C/S/Es are encouraged to attempt to employ Local Residents for at least 50% of all hours of Project Work, on a craft by craft basis, through procedures including requests for Local Residents from union hiring halls and Alternative Referral Sources. Failure to satisfy this voluntary 50% goal shall not be considered a violation of this Policy.
- d.c. Apprentice Sponsorship Requirements. In each calendar year, for each twenty thousand (20,000) hours of Project Work performed by a Prime Contractor and its C/S/Es, such Prime Contractor and/or any of its C/S/Es shall sponsor one or more Disadvantaged Workers as a newly enrolled apprentice, and employ such Disadvantaged Worker(s) for an aggregate total of at least one thousand hours of Project Work and/or construction work on other projects during the term of the Prime Contractor's Project Work.
- e.d. Contractor Procedures. C/S/Es shall undertake the following steps in the following order, in an effort to retain Targeted Workers.
 - Step One: Utilize the C/S/E's discretion to assign to perform Project Work any current employees who are Targeted Workers;
 - Step Two: If the C/S/E utilizes a Union hiring hall to retain workers, utilize name call, rehire, or similar procedures in the relevant collective bargaining agreement to request particular individuals who have been identified as Targeted Workers;

Page 5 of 12

Adopted: Amended: Step Three: If the Contractor utilizes a Union hiring hall to retain workers, request that the hiring hall refer Targeted Workers;

Step Four: If the above steps have not enabled satisfaction of the percentage requirements set forth in Section III.B.3 of this Policy related to hiring of Targeted Workers, request referral of needed categories of workers from an Alternative Referral Source;

Step Five: Fairly consider workers that have been referred by an Alternative Referral Source within three (3) business days of request therefor.

4. Compliance.

AC Transit or its authorized representatives shall determine whether a Prime Contractor and its C/S/Es have complied with the requirements of this Policy and any PLA. A Prime Contractor is ultimately responsible for it and its C/S/Es' compliance with Policy and PLA requirements.

- a. If, after taking into account all hours of Project Work performed under a Prime Contract up to that point in time of the Reporting Period, the Targeted Hiring Requirements have been satisfied for that Prime Contract, then the Prime Contractor and its C/S/Es working on that Project shall be deemed to be in compliance at that time.
- b. If the Targeted Hiring Requirements have not been satisfied for the BRT Project for a Reporting Period, the Prime Contractor nonetheless may be deemed to be in compliance if it demonstrates both (a) that it and each of its C/S/Es have complied with all other requirements of the PLA and this Policy, and (b) that it and each C/S/E have either (i) satisfied the Targeted Hiring Requirements with regard to the Project Work that it has performed or (ii) satisfactorily demonstrated the following:
 - i. Adherence to procedures contained in its Employment Hiring Plan as approved by AC Transit.
 - ii. Requests to Unions, through written requests, of sufficient numbers of Targeted Workers to meet the percentages set forth in the Targeted Hiring Requirements for that C/S/E's portion of Project Work.
 - iii. Documented contact with alternative referral sources in each instance when the relevant Union did not refer qualified Targeted Workers within the 48 hours following the C/S/E's request.

Adopted	!
Amended	ŀ

- iv. The C/S/E's fair consideration of any Targeted Worker subsequently referred by Alternative Referral Sources.
- c. Accurate records documenting the C/S/E's compliance efforts include (but are not limited to) the following:
 - A listing by name and address of all recruitment sources contacted by the C/S/E;
 - The date of the recruitment contact and the identity of the person contacted, the trade and classification and number of hire referrals requested;
 - The number of Targeted Worker hires made as a result of the contact;
 - iv. The identity and address of the worker(s) hired pursuant to the contact;
 - Documentation when a referral was not hired (reason for nonhire) and/or premature termination.

5. Enforcement.

- a. Liquidated Damages. Each Prime Contractor agrees to the following:
 - The Prime Contractor and its C/S/Es' commitment to comply with the requirements this Policy and any PLA are material elements of the Prime Contract.
 - ii. The Prime Contractor will be liable to AC Transit for Liquidated Damages as provided in this Section.
 - iii. The failure of the Prime Contractor and its C/S/Es to comply with the requirements of this Policy will cause harm to AC Transit and the public which is significant and substantial but extremely difficult to quantify.
 - iv. Due to the difficulty of estimation of damages for violation(s) of requirements of this Policy, the Prime Contractor agrees to pay liquidated damages in amounts as follows:
 - a. The Prime Contractor shall pay liquidated damages equal to the average journeyperson wage on the BRT Project for each hour the BRT Project fell short of satisfaction of the Targeted Hiring Requirements. Liquidated damages shall not be assessed for failure to satisfy the percentage

goal of Section III.B.3.c, regarding hiring of Local Residents.

- b. If the Prime Contractor is out of compliance with the Targeted Hiring Requirements during any Reporting Period, the Prime Contractor shall meet with AC Transit to develop a plan for compliance. The Prime Contractor has until the next Reporting Period to effectuate compliance, or Liquidated Damages shall be withheld from progress payments.
- c. Before Liquidated Damages are assessed, the Prime Contractor shall be notified of the proposed Liquidated Damages and served with a summary of the information upon which the Liquidated Damages are based.
- d. Liquidated Damages shall be withheld from all subsequent monthly progress payment request(s) as disputed funds until such time as Prime Contractor is found to be in compliance, or the relevant Prime Contract is terminated or completed.
- e. Should the relevant Prime Contract be terminated or completed before the Prime Contractor is found to be in compliance, any additional Liquidated Damages shall be withheld from the Prime Contractor's retention payment.

b. Liquidated Damages Appeal.

- The Prime Contractor may appeal the assessment of Liquidated Damages before AC Transit's General Manager. Prior to the hearing, the Prime Contractor shall be provided a summary of the information upon which the recommendation assessment is based.
- ii. The Prime Contractor must request an appeal in writing within 10 calendar days of receipt of the Liquidated Damages assessment summary. At the hearing, the Prime Contractor will be allowed to provide evidence that it has made all of the showings required under Section III.B.4.b of this Policy. Failure to submit a written request for an appeal within the time frame stipulated in this Section will be deemed a waiver of the right to appeal and the recommendation for assessment of Liquidated Damages will be implemented.

c. Termination.

Page 8 of 12

Adopted: Amended: Consistent, substantial violations of this Policy by any Prime Contractor may result in contract termination.

- 6. Special Limited Purpose Committee. The District's General Manager or his or her designee will appoint a Special Limited Purpose Committee to (a) assist AC Transit with compliance with this Policy and (b) make recommendations to AC Transit related to implementation of the Policy. The Special Limited Purpose Committee will consist of one San Leandro community representative, one Oakland community representative, one construction trades union representative, one AC Transit representative and one C/S/E representative. At the conclusion of each Reporting Period, the Committee may review any compliance information provided by C/S/Es to AC Transit. In the event that AC Transit or another governmental agency having jurisdiction over the subject matter of this Policy deems a C/S/E to be out of compliance with the Policy, that C/S/E will meet with AC Transit and the Special Limited Purpose Committee (unless otherwise directed by AC Transit) to discuss Policy implementation issues and challenges to facilitate future compliance. The committee may also recommend changes to facilitate compliance, and AC Transit will notify the committee not less than 30 days before the AC Transit board formally considers any change to the Policy.
- 7. Workforce Development Fund. If granted prior approval by the BRT Project's federal funding sources, AC Transit will require each C/S/E to contribute \$0.10 per hour of Project Work to a workforce development fund administered by AC Transit with the advice of the Special Limited Purpose Committee. AC Transit will ensure that expenditures from the fund are used exclusively to train and refer for employment on the Project workers who are either Disadvantaged Workers or are in a category designated for employment and training efforts by United States Executive Order 11246 and its implementing regulations.

IV. RESPONSIBILITIES

A. AC Transit Responsibilities.

AC Transit or its designee shall ensure that the following responsibilities are met for the BRT Project:

- 1. AC Transit shall ensure that each Construction Contract includes the detailed requirements of this Policy and any PLA, as required terms for the Prime Contractor and other C/S/Es.
- 2. If a PLA is executed, AC Transit shall collect a Letter of Assent from each C/S/E and ensure that the letters are distributed to all required parties.
- 3. AC Transit shall review, approve or disapprove EHP submissions prior to a C/S/E's estimated start of work. Approval of a C/S/E to work on the BRT Project is contingent upon approval of a C/S/E's EHP.

- 4. AC Transit shall monitor and enforce the requirements of the PLA and this Policy, and shall take compliance action where appropriate.
- AC Transit shall assess Liquidated Damages in accordance with Section III.B.5.a of this Policy.

B. C/S/E Responsibilities.

Each Prime Contractor and all other C/S/Es shall satisfy the following responsibilities, in addition to other responsibilities set forth in this Policy:

- The Prime Contractor shall ensure that it and each C/S/E submits an EHP to AC Transit for approval by AC Transit project manager or his/her designee, at least 20 business days prior to starting their work on the BRT Project. Each C/S/E shall include in its EHP a description of how it will meet the Targeted Hiring Requirements set forth in the PLA and this Policy. No C/S/E shall be approved to work on the BRT Project without an approved EHP.
- 2. The Prime Contractor shall read and understand the requirements of this Policy and any PLA, and shall acknowledge in writing, in a separately-initialed portion of the Prime Contract, such understanding and its commitment to comply with requirements of this Policy and any PLA.
- 3. The Prime Contractor shall sign and submit their Letters of Assent prior to the start of work. No C/S/E shall be approved to work on the BRT Project without submitting a signed Letter of Assent.
- 4. Prior to start of work on the BRT Project, the Prime Contractor shall recommend an Alternative Referral Source for approval by AC Transit. The Prime Contractor shall provide documentation of Alternative Referral Sources' qualifications, which shall include the ability to verify the status of Disadvantaged Workers for purposes of this Policy, to AC Transit within 10 days of request by AC Transit. Upon AC Transit's approval of its Alternative Referral Source, the Prime Contractor shall ensure that its C/S/E's know Alternative Referral Sources and understand the Alternative Referral Sources' role. The Prime Contractor and its C/S/Es shall coordinate with Alternative Referral Sources for services to support their efforts in meeting the Targeted Hiring Requirements as described in Section III.B.3 of this Policy.
- 5. Each C/S/E shall conduct a pre-job conference with any affected Unions and the Building Trades Council prior to commencing work. The C/S/E shall notify the Building Trades Council ten days in advance of all such conferences. All work assignments should be disclosed by the C/S/E at a pre-job conference held in accordance with industry practice. Any formal jurisdictional dispute raised through a PLA must be raised at the pre-job conference upon disclosure of the work assignments. Should there be any formal jurisdictional dispute raised, the Prime Contractor shall be promptly notified. If the C/S/E intends to change the work assignment after the pre-job conference or to make an assignment of work not

Page 10 of 12

Adopted: Amended:

- previously known, the C/S/E must notify the affected Unions prior to the commencement of Project Work.
- The Prime Contractor and C/S/Es shall request workers in writing from affected Union(s) and (if necessary to meet Targeted Hiring Requirements) Alternative Referral Sources.
- 7. The Prime Contractor and its C/S/Es shall maintain proof of transmittal of the written requests for workers to relevant Union hiring halls and Alternative Referral Sources. Upon request by AC Transit, or its designated representative, copies shall be provided within 10 calendar days of request.
- 8. The Prime Contractor and its C/S/Es shall make available to AC Transit, or its designated representatives, records and information that AC Transit deems relevant to monitoring and enforcement of the provisions of any PLA and this Policy.
- 9. The Prime Contractor and its C/S/Es shall cooperate fully and promptly with any inquiry or investigation AC Transit or its designated representatives deem necessary in order to monitor compliance with the provisions of any PLA and this Policy.
- 10. The Prime Contractor and its C/S/Es shall submit to AC Transit a verified statement of the number of journeypersons and apprentices who worked on the BRT Project, their classifications and the hours worked (Per California Labor Code 1777.5(e)) within 60 calendar days after concluding work on the BRT Project.

C. Union Responsibilities:

AC Transit shall ensure that any PLA includes the following commitments from Unions:

- The Unions shall ensure that its dispatchers properly process written requests for Targeted Workers.
- 2. The Unions shall refer Local Residents and workers targeted under U.S. Executive Order 11246, requested through written requests, on a priority basis to the extent consistent with relevant collective bargaining agreements.
- The Unions shall facilitate, encourage, and assist Local Residents and Disadvantaged Workers in commencing and progressing in joint labor/management apprenticeship programs.
- 4. The Unions shall respond to AC Transit requests regarding retention and progress through the apprenticeship program of new apprentices on the BRT Project, to the extent allowed by law.

Page 11 of 12

Adopted: Amended:



Alameda-Contra Costa Transit District

David J. Armijo, General Manager

September 22, 2014

Kate O'Hara
Executive Director
East Bay Alliance for a Sustainable Economy
1814 Franklin Street, Suite 325
Oakland, CA 94612

Claire Haas Alliance of Californians for Community Empowerment 2501 International Blvd, Suite D Oakland, CA 94601

Andreas Cluver Secretary-Treasurer Building and Construction Trades Council of Alameda County 100 Hegenberger Rd, Suite 120 Oakland, CA 94621

Dear Kate, Claire, and Andreas:

AC Transit recently received the attached Federal Transit Administration ("FTA")'s review of the District's Construction Careers Policy ("CCP") and Project Labor Agreement ("PLA") for the East Bay Bus Rapid Transit Project ("BRT").

The AC Transit Board developed the CCP and the PLA after several of stakeholder meetings and meeting with the Oakland and San Leandro City Councils. We developed what we believed was a model workforce policy for this project, within the limits of the strict requirements applicable to federally-funded projects, given that the FTA was providing \$78M toward this project. In January, the District submitted our CPA and PLA to the Federal Transit Administration (FTA) for a compliance review.

FTA's response is attached. Citing procurement laws and regulations applicable to FTA-funded projects, the agency indicated that certain provisions of the CCP and the PLA are prohibited. The letter specifically cites the CCP's voluntary local hiring goal (CCP section III.B.3.c), and the CCP's requirement of priority referral of local residents under the PLA (CCP section IV.C.2). This position is consistent with the FTA's longstanding prohibition of local hiring requirements.

The letter states that "Removal of the CCP and PLA provisions that encourage a preference for hiring Local Residents would alleviate our concerns and allow AC Transit to incorporate those documents into the procurement documents for the Project construction contracts." We plan to revise the CCP and PLA accordingly, and bring them to the AC Transit Board of Directors for

Kate O'Hara, Claire Haas and Andreas Cluver September 22, 2014 Page 2

review and approval on October 8, 2014. (The CCP and PLA were approved by the Board in October 2013 only to the extent that they were consistent with FTA guidelines.)

We wish to emphasize the many important provisions that the CCP and PLA will contain going forward. These include:

- CCP implementation of goals for hiring minorities and women, under U.S. Executive Order 11246;
- the CCP requirement that 25% of apprentice hours be worked by disadvantaged workers;
- the CCP requirement that 20% of work hours be performed by registered apprentices;
- the CCP requirement that 5% of project work hours be performed by newly-sponsored apprentices;
- · the CCP requirement of contractor contributions to a Workforce Development Fund; and
- the thorough monitoring and enforcement requirements for all CCP and PLA terms, including establishment of a Special Limited Purpose Committee, including community representatives, to assist the District with CCP implementation.

We appreciate the extensive stakeholder input in helping the District develop the CCP and PLA, including feedback from your offices and many local community-based organizations, contractors, and labor representatives. With these documents in place, we believe that the District's approach to workforce issues on the BRT project can serve as a national model. For any questions, please contact David Wilkins at 510-891-5427 dwilkins@actransit.org.

Sincerely,

David J. Armijo General Manager

Attachment: (1) Letter from Leslie Rogers, FTA



Alameda-Contra Costa Transit District

Board of Directors

September 22, 2014

Greg Harper, President

Ward II

Joe Wallace, Vice President

Ward I

Elsa Ortiz Ward III

Mark A. Williams

Ward IV

Jeff Davis Ward V

H. E. Christian Peeples Director at Large

Joel B. Young Director at Large

Board Officers

David J. Armijo General Manager

Denise C. Standridge Interim General Counsel

Linda A. Nemeroff District Secretary Jean Quan

Mayor, City of Oakland 1 Frank H. Ogawa Plaza Oakland, CA 94612

Rebecca Kaplan Councilmember At-Large 1 Frank H. Ogawa Plaza Oakland, CA 94612

Desley Brooks Councilmember District 6 1 Frank H. Ogawa Plaza Oakland, CA 94612

Patricia Kernighan Oakland Council President

1 Frank H. Ogawa Plaza Oakland, CA 94612 Larry Reid

Councilmember District 7 1 Frank H. Ogawa Plaza Oakland, CA 94612

Noel Gallo Councilmember District 5 1 Frank H. Ogawa Plaza Oakland, CA 94612

Lynette Gibson McElhaney Councilmember District 3 1 Frank H. Ogawa Plaza Oakland, CA 94612

Dear Mayor Quan and Oakland Councilmembers:

AC Transit recently received the attached Federal Transit Administration ("FTA")'s review of the District's Construction Careers Policy ("CCP") and Project Labor Agreement ("PLA") for the East Bay Bus Rapid Transit Project ("BRT").

The AC Transit Board developed the CCP and the PLA after several of stakeholder meetings and meeting with the Oakland and San Leandro City Councils. We developed what we believed was a model workforce policy for this project, within the limits of the strict requirements applicable to federally-funded projects, given that the FTA was providing \$78M toward this project. In January, the District submitted our CPA and PLA to the Federal Transit Administration (FTA) for a compliance review.

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Mayor Jean Quan and Oakland Councilmembers September 22, 2014 Page 2

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Sincerely,

Greg Harper

AC Transit Board President

Dry Harpe

Attachment: (1) Letter from Leslie Rogers, FTA



Alameda-Contra Costa Transit District

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September 22, 2014

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David J. Armijo General Manager

Denise C. Standridge Interim General Counsel

Linda A. Nemeroff District Secretary Stephen Cassidy, Mayor City of San Leandro 835 East 14th Street San Leandro, CA 94577

Councilmember Ursula Reed City of San Leandro 835 East 14th Street

San Leandro, CA 94577

Councilmember Benny Lee

City of San Leandro 835 East 14th Street San Leandro, CA 94577

Councilmember Diana M. Souza

City of San Leandro 835 East 14th Street San Leandro, CA 94577

Dear Mayor Cassidy and San Leandro Councilmembers:

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The AC Transit Board developed the CCP and the PLA after several of stakeholder meetings and meetings with Oakland and San Leandro City Council members. We developed what we believed was a model workforce policy for this project, within the limits of the strict requirements applicable to federally-funded projects, given that the FTA was providing \$78M toward this project. In January, the District submitted our CCP and PLA to the Federal Transit Administration ("FTA") for a compliance review.

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Mayor Stephen Cassidy and San Leandro Councilmembers September 22, 2014 Page 2

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Sincerely,

Greg Harper

AC Transit Board President

Attachment: (1) Letter from Leslie Rogers, FTA



Meeting Date:

September 30, 2014

East Bay Bus Rapid Transit Policy Steering Committee

STAFF REPORT

TO: Members of the Bus Rapid Transit Policy Steering Committee

FROM: David J. Armijo, General Manager

SUBJECT: BRT Parking and Business Improvement Programs

RECOMMENDED ACTION(S):

Consider receiving an informational report on development of business and parking impact mitigation programs for the East Bay Bus Rapid Transit (BRT) Project;

Consider recommending that the AC Transit Board approve the Business Impact Mitigation Plan for Bid Package #1, Advanced Utilities and the Parking and Business Impact Mitigation Plan for Bid Package #2, Fruitvale Bypass and Off-Street Parking Lots (Fruitvale and Elmhurst);

Consider recommending that the AC Transit Board approve BRT Project funding in the amount of \$2.5 million for City of Oakland and \$.294 million for City of San Leandro Business Technical Assistance Programs.

BACKGROUND/DISCUSSION:

District, City of Oakland, and City of San Leandro have been engaged in intensive design and merchant engagement activities since the last information update to the PSC in April 2014. The interagency team has focused its efforts in four key areas:

- A. Developing the 100% plans, specifications, and estimates (PS&E) and Business Impact Mitigation Plans for the Advanced Utility Bid Package #1 and Fruitvale Bypass & Off-Street Parking Lot Bid Package #2. These construction activities in and of themselves are considered mitigation efforts under the BRT Project and must be completed in advance of major roadway construction on the BRT corridor. These activities must commence in winter 2014-15 in order for the BRT Project to remain on schedule for start of revenue service in winter 2017.
- B. Preparing the BRT Parking Impact Report for the BRT Project; Parking Improvement Plans for Bid Package 2; and gathering merchant feedback for the development of Parking Improvement Plans for the Major Roadway Bid Package #3. Construction on Bid Package #3 will commence in fall 2015.
- C. Developing the Oakland Business Sustainability Program. The Downtown Oakland to San Leandro (DOSL) BRT Project Final Environmental Impact Study (FEIS) adopted by the AC Transit Board and agency partners in 2012 requires a series of construction impact mitigation activities. One of the City of Oakland's Conditions of Approval (COA) when approving the DOSL as the locally preferred alternative was creation of a mitigation fund to address parking and business

- (merchant) impacts during construction and operations of the BRT Project not necessarily contained in the FEIS. In April 2014, the AC Transit General Manager and Oakland City Administrator announced an agreement in principle to add a Business Sustainability Program to this BRT Business Impact Mitigation Fund.
- D. Conducting intensive Merchant Engagement processes. Input from the Community Outreach Working Group (COWG), discussions with council members from Oakland and San Leandro and the major roadway package design reaching the 65% milestone led to the development of a Pilot Merchant Engagement Process focusing on formulating mitigations that could be incorporated into the project design. The interagency team agreed to work directly with all corridor merchants in each neighborhood along the corridor; first through larger district merchant group meetings and then in individual meetings upon request. The COWG members agreed to assist the BRT interagency team with the merchant outreach and engagement for merchant group and individual meetings. The Eastlake/San Antonio district was selected to pilot this approach to merchant engagement.

1. Business Impact Mitigation Fund

The following table lists the funding amount for each element of the BRT Parking and Business Improvement Fund. The Fund totals \$19,510,000 million, of which \$15,716,000 has already been approved.

Table 1. Business Impact Mitigation Fund

Program Element	Budget	Funder	Source	Approved
A. Construction Impact Mitigations				
1. Fruitvale Bypass & Parking Lots (Bid Package #2)	5,000,000	ACT	BRT Project	✓
2. On-Street Parking Modifications	750,000	ACT	BRT Project	1
3. Advanced Utility Relocation	3,066,000	ACT	BRT Project	√
Subtotal	\$8,816,000			-
B.1 Business Support Initiatives – San Leandro	255,000	AÇT	BRT Project	· /
B.2 Business Support Initiatives – Oakland	2,165,000	ACT	BRT Project	√
Subtotal	\$2,420,000			_
C. Oakland Business Sustainability Program				
Business Technical Assistance Program	2,500,000	ACT	BRT Project	
2. Business Interruption Fund	1,000,000	City	CDBG	
3. Access to Existing City Grant / Loan Programs	1,000,000	City	Misc.	✓
4. BRT Capital Improvement Mitigation Projects	1,000,000	City	GPF	✓
5. Int'l Blvd Pedestrian Lighting & Sidewalk Repair	2,480,000	CTC	AT P	1
Subtotal	\$7,980,000			
D. San Leandro Business Technical Assistance Program	294,000	ACT	BRT Project	
Grand Total	\$19,510,000			

East Bay Bus Rapid Transit Policy Steering Committee Page 3 of 8

AC Transit (ACT) has allocated 'Construction Impact Mitigation', 'Business Support Initiatives' funds and is considering allocating additional 'Business Technical Assistance Program' funds to comply with the FEIS and COA, all in alignment with Federal Transit Administration (FTA) regulations for grants governing the use of federal funds.

The AC Transit Construction Impact Mitigation funds cover the costs of mitigations related to station placement such as the utility relocations along the corridor; on-street parking modifications; parking displacement mitigation lots in Fruitvale and Elmhurst Districts, bypass improvements in Fruitvale District to alleviate traffic congestion, and providing business support services (e.g. way finding signs, street sweeping, a 24—hour hotline and sidewalk and window washing). The Business Support Initiatives line item also covers the cost of the BRT Information Center and the Construction Community Relations Manager.

The agreement in principle between AC Transit and the City of Oakland for Oakland's BRT Business Technical Assistance Program caps AC Transit's investment at \$2.5 million. It requires the City to invest at least \$2.0 million in other Business Sustainability Program elements, and requires the City to collaborate with AC Transit to determine the means and methods for implementing the Technical Assistance element of the larger City program.

On July 1, 2014 the Oakland City Council allocated \$1.0 million to infrastructure improvements outside of the BRT Project scope. In August, the City's Public Works and Economic and Workforce Development Departments obtained support from AC Transit and Transform (a transit advocacy group and Community Outreach Working Group partner) and won a California Transportation Commission \$2.48 million grant for International Boulevard Pedestrian Lighting and Sidewalk Repairs to complement the AC Transit BRT project roadway improvements. In addition, the City is targeting the use of CDBG funds for a Business Interruption Fund and is exploring targeted uses for other existing City grant and loan programs to support BRT corridor businesses. (Also see Item #5 below.)

The agreement in principle between AC Transit and the City of San Leandro for that City's BRT Business Technical Assistance Program caps AC Transit's investment at \$.249 million and requires the City to collaborate with AC Transit to determine the means and methods for implementing the assistance program.

2. Merchant Engagement Process

At the April 2014 PSC meeting, BRT Interagency Staff reported that it was working with the BRT Community Outreach Working Group (COWG) to strengthen connections between the programmatic and technical elements related to development of the business and parking impact plans. The input from the COWG and discussions with council members from Oakland and San Leandro and the project design reaching the 65% milestone led to the development of a Pilot Merchant Engagement Process focusing on formulating mitigations that could be incorporated into the project design. The interagency Team agreed to work directly with all impacted merchants in each neighborhood along the corridor; first through larger district merchant group meetings and then in individual meetings upon request. The

COWG members agreed to assist staff with the merchant outreach and engagement for merchant group and individual meetings.

The Eastlake/San Antonio district was selected to pilot this approach to merchant engagement. The BRT Interagency Staff planned to complete its meetings with district merchants, assessing outreach strategies, meeting format, project materials and quality of the interchange. As planned, the first merchant group meeting was held with Eastlake/San Antonio merchants on June 5^{th.} Outreach was conducted in concert with East Bay Asian Youth Center (EBAYC) and consisted of a combination of door-to-door distribution of invitations produced in English, Mandarin, Spanish and Vietnamese and phone calls encouraging attendance.

This meeting drew thirteen (13) merchants from a 23-block stretch of the corridor. At the beginning of the meeting AC Transit staff presented a brief overview of the BRT project. Then merchants were divided into smaller groups according to business location. In each group, BRT Interagency Staff cited the location for BRT stations, parking displacement as well as the proposed schedule and nature of construction activity that would be taking place on those specific blocks. Additionally, the mitigations for responding to the impacts previously identified by merchants as having the highest priorities — parking impacts, driveway blockages, loading zone issues — were presented. Merchants had the opportunity to offer their input on these proposed mitigations and offer additional mitigation ideas. Each merchant had the opportunity to request a follow-up one-on-one meeting with BRT Interagency Staff members to further discuss mitigations to address their individual concerns.

In the Eastlake/San Antonio District twenty-two (22) merchants requested individual meetings with BRT Interagency Team either at the June 5th merchant group meeting or through referrals from EBAYC. To date, the interagency Team has held meetings with eleven (11) merchants. Some have resulted in clarifications of BRT features with little or no impacts to the businesses, others are leading to modest design changes or mitigation measures to address such issues as a loading zone location, and a few have resulted in merchant requests to reposition BRT stations or for other major design changes. Many of the merchant concerns raised during these meetings have been connected to wider city issues including crime, safety or street maintenance. All meeting exchanges and outcomes have been memorialized in Memorandums of Record (Attachment 4).

Since the initial Eastlake/San Antonio District merchant meeting, the BRT Interagency Staff has completed merchant group meetings in the Fruitvale (July 10th), Downtown/Uptown (September 16th), Elmhurst (September 18th) and Havenscourt/Lockwood Districts of Oakland (September 19th). The AC Transit BRT team and City of San Leandro BRT staff hosted a San Leandro merchant meeting on September 11th. The same meeting format was followed as for the Eastlake/San Antonio meeting, beginning with a general project overview and then breaking into smaller location based groups. Corridor maps, renderings of the curbside and median BRT stations and general project informational handouts were displayed and distributed. The District based merchant group meeting series will conclude with a merchant meeting in Chinatown in October.

Evaluation of the pilot meeting in June revealed that the District group meetings have been extremely valuable in several significant areas:

- Facilitating meaningful and useful communication with corridor merchants.
- Imparting factual information about the BRT Project design through the use of three dimensional station renderings and easy-to-read layout plans of the entire BRT route.
- Continuing to enhance the AC Transit BRT team's knowledge of business conditions along the BRT corridor and of unique programmatic and technical issues.
- Obtaining feedback from merchants about the efficacy of proposed design mitigations as well as obtaining their ideas about other potential mitigations.
- Enhancing AC Transit BRT presence and connection to the BRT merchant community and laying the groundwork for future 1:1 engagement under the Oakland Business Sustainability Program and San Leandro Business Technical Assistance Program.

Since June, the BRT Interagency Staff has diligently attempted to schedule and meet with the remaining merchants in Eastlake/San Antonio that requested individual meetings as well as those requesting such meetings from the Fruitvale meeting. Since the Oakland Business Sustainability Program and San Leandro Business Technical Assistance Program will provide for 1:1 interaction with merchants and address their programmatic and non-project needs and concerns the BRT Interagency Staff will shift its final design phase merchant engagement strategy from following the district meetings with individual merchant meetings to a block-based approach. Going forward, the BRT Interagency Team will meet with merchants located on the same block who may share similar design concerns.

3. Parking and Business Impact Mitigation Plans

A. Parking Impact Report

A Parking Impact Report and Layout Plans for the BRT Project are complete and, along with station area renderings, served as the basis for 65% Design Phase Merchant Meetings (See Attachment # 3 - Parking Impact Report and Sample Parking Impact Layout Plans).

B. Status and Business Impact Mitigation Plan for Advanced Utilities Bid Package #1

The 100% plans, specifications, and estimates for Bid Package #1 were approved by the Oakland Public Works Department on September 12, 2014. These 100% PSE when packaged with Board and City Council Business Impact Mitigation Plans will constitute the complete permit package. (NOTE: There are no permanent parking or adverse infrastructure impacts associated with Bid Package #1.)

The completion of BP #1 will result in a significantly improved sanitary sewer infrastructure system within 24 city blocks in the Cities of Oakland and San Leandro. These improvements will complement other city initiatives to enhance sewer infrastructure. Old sewer lines and manholes will be upgraded through the replacement to current and future standards, property owners will gain the benefit of having their sewer lateral upgraded through the replacement to meet current code and in some cases will receive an up-sized lateral to accommodate future property development and expansion. Private sewer lateral replacement or upgrade locations directly correspond with planned station construction and these activities are therefore considered direct mitigations to the correlating construction impacts at each location. The approximate value of private sewer lateral replacement in-kind is \$416,325 and \$201,344 in the City of Oakland and Caltrans Right-of-Way respectively. The approximate value of

private sewer lateral replacement with up-sizing is \$425,248 and \$209,520 in the City of Oakland and Caltrans Right-of-Way respectively. The value of the overall sewer lateral replacement mitigation is \$1,252,437.

The Merchant Engagement Matrix included in Attachment 1 – BP#1 BIM summarizes the frequency and number of engagements conducted with community stakeholders in the city blocks where utility relocations will be performed. These stakeholders are comprised of merchant associations, business improvement districts, community based organizations, elected officials, faith-based organizations, schools, tenant associations, individual businesses and enterprises and residents of the areas. In many cases direct, 1:1 engagement was conducted such as the Winter 2013 Merchant interviews and survey performed along the entire corridor that individually connected with 165 business owners. Another example is the forthcoming notice to property owners of the sewer lateral upgrade. In addition, multiple group community meetings were held during the past 2 years throughout the corridor, most of which were interactive and sought feedback and input from stakeholders. These types of meetings presented a range of topics from a general project overview to design review on station architecture, functional needs access, integrated art enhancement, parking mitigation and business impact identification and resolution.

The BRT Inter-Agency Staff recommend that the AC Transit Board approve the Business Impact Mitigation Plan for Bid Package #1.

C. Status and Parking and Business Impact Mitigation Plans for Fruitvale Bypass and Off-Street Parking Lots (Fruitvale and Elmhurst) Bid Package #2.

The 100% plans, specifications, and estimates for Bid Package #2 are under final review and staff anticipates Oakland Public Works Department approval on or about September 24, 2014. These 100% PSE when packaged with Board and City Council Business Impact Mitigation Plans will constitute the complete permit package.

The permanent improvements resulting from the completion of BP #2 will be an off-street parking lot to mitigate the displacement of parking spaces in the Fruitvale sector of the corridor and a reconfiguration of the street parking along the Fruitvale Bypass route that results in a net increase of 1 additional space and up to 5 additional spaces with other improvements. There are some notable benefits that will be derived from this project, namely the alleviation of congestion and rerouting of traffic at the 12th St-Fruitvale Ave. Intersection to the Fruitvale-10th St. Intersection, fiber optic cable upgrade to traffic signals, the addition of new sidewalks, curbs and gutters along 10th St., and newly paved and striped streets.

The Merchant Engagement Matrix included in BP #2 - BIM (Attachment #2) summarizes the frequency and number of engagements conducted with community stakeholders in the areas where bid package #2 construction will be performed. These stakeholders are comprised of merchant associations, business improvement districts, community based organizations, elected officials, faith-based organizations, schools, tenant associations, individual businesses and enterprises and residents of the areas. In many cases direct, 1:1 engagement was conducted such as the Summer 2014 Bypass Project Coordination meetings in which separate individual meetings were conducted with Union Pacific Railroad, Epic

Charter School, Norton Factory Studios, Blank & Cable and Guadalajara Restaurant. In addition, group community meetings were held at various times during the past 2 years in these two sectors the corridor (Fruitvale and Elmhurst), most of which were interactive and sought feedback and input from stakeholders. These types of meetings presented a range of topics from a general project overview to design review on station architecture, functional needs access, integrated art enhancement, parking mitigation and business impact identification and resolution.

One such community meeting, the Fruitvale Bypass Neighborhood Meeting of August 14, 2014, engaged residents, merchants and other agencies who were given the opportunity to review the Fruitvale Bypass Parking Impact and Parking Improvement Plans for Bid Package #2 (see Exhibit A and Exhibit B in the Attachment 2). The Parking Improvement Plan provides 1:1 replacement of displaced on-street parking with new on-street parking spaces. All loading zones are sized and located commensurate with existing business operations. To be determined is the parking configuration for Guadalajara Restaurant pending acquisition of a portion of that parcel by the BRT Project; talks are underway. In addition, the plan identifies a parcel under consideration by the City of Oakland for off-street parking.

The BRT Inter-Agency Staff recommend that the AC Transit Board approve the Parking and Business Impact Mitigation Plan for Fruitvale Bypass and Parking Lots Bid Package #2.

D. Status of the Parking and Business Impact Mitigation Plan for Major Roadway Bid Package #3

As previously discussed, the Major Roadway package is 65% complete and intensive final design and merchant and neighborhood engagement activities are underway. These activities will continue through the final design phase and inform the development of a parking and business impact mitigation plan (P/BIM-p) for Bid Package #3, similar to those produced for Bid Packages #1 & 2. Once Parking Impact Improvement Plans are drafted, neighborhood parking discussions will provide opportunities for residents, merchants and other agencies to view drawings and see exactly how and where displaced parking spaces in their district would be replaced through creation of parking on side streets, in new parking lots or through reconfiguration of existing uncontrolled parking spaces.

Staff will return to BRT Policy Steering Committee, AC Transit Board, the City of Oakland City Council and the City of San Leandro in spring 2015 with the draft P/BIM-p for 8id Package #3. AC Transit and City staffers will issue interim status reports and memorandum to Community Outreach Work Group and Oakland officials.

E. City of Oakland Parking Operations Study

The BRT Interagency Team meetings with the community members and merchants revealed concerns about potential displacement of parking spaces along the BRT corridor, potential increase demand on remaining parking spaces and scarcity of existing parking supply to meet the future needs of the business and residents along the BRT corridor. This prompted the City of Oakland to undertake a comprehensive Parking Operations Study to better understand the parking needs all along the corridor and develop measures to improve parking configurations for the future.

The City of Oakland's Parking Operations Study has become part of the BRT merchant engagement process to gather input from the merchants regarding their needs and the parking conditions along

East Bay Bus Rapid Transit Policy Steering Committee Page 8 of 8

Oakland's BRT corridor. The Parking Operations Study will include strategies and measures to improve parking along the corridor before and after the start of revenue service. This may include developing additional off-street parking lots in specific districts, improving alleyways, coordinating parking plans with BART, and creating merchant or residential permit parking areas. The City of Oakland is also exploring the creation of Parking Benefit Districts along the corridor similar to one that exists in Montclair.

5. City of Oakland Business Sustainability Program

The Oakland Business Sustainability (BSP) Program is distinct but complimentary to the AC Transit Construction Impact Mitigations and Business Support Initiatives because the BSP Program will offer a comprehensive, integrated mix of services to directly support BRT route existing businesses, before, during and after construction of the BRT system. The program was developed based on input received from the BRT Community Outreach Working Group, merchant surveys conducted by AC Transit outreach efforts, Anew America merchant survey, and best practices of other business mitigation programs, as well as drawing from the knowledge and expertise of the City of Oakland and its proposed Program Manager, the Oakland Business Development Corporation. See Attachment 4 for a detailed Program description.

The BRT Inter-Agency Staff recommends that the BRT Policy Steering Committee endorse the proposed BRT Business Sustainability Program and recommend to the AC Transit Board of Directors to approve BRT Project funding in the amount of \$2.5 million for City of Oakland and \$.249 million for City of San Leandro Business Technical Assistance Programs.

ATTACHMENTS:

- 1: Business Impact Mitigation Plan for Advanced Utility Bid Package #1
- 2: Parking and Business impact Mitigation Plan for Fruitvale Bypass and Parking Lots Bid Package #2
- 3: Parking Impact Report and Sample Parking Impact Layout Plan for the BRT Project
- 4. Oakland Business Sustainability Program Proposal
- 5. Sample Community Engagement Materials

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Table of Contents	
I. Project Purpose and Overview	2
II. Construction Impact Mitigation Measures-Advanced Utility	
Relocation	3
 Working / Construction Hours 	
 Anticipated Construction Duration for non PG&E work 	
 PG&E Construction 	
- Bicycle Access	
- Adjacent Residences	
- Adjacent Businesses	
- Business Signage	
- Construction Debris Removal	
- Parking	
- Environmental Impacts	
 Special Events Impacts and Mitigation 	
III. Communication Plan	7
IV. Exhibits	9

I. Project Purpose and Overview

The Alameda-Contra Costa Transit District (AC Transit) is developing the East Bay Bus Rapid Transit (BRT) Project, a new, world-class transit service that will offer riders faster, more reliable and efficient service along a 9.5-mile route from downtown Oakland to San Leandro BART. The BRT project will construct 45 raised station platforms along the curbside and in the medians to provide level boarding. The "Advanced Utility Relocation" project is to relocate the existing underground utilities to clear the way for station platform construction.

The "Advance Utility Relocation" project consists of relocating underground utilities, i.e. city sewer main pipes, some private sewer laterals, EBMUD fresh water pipes, PG&E electric and gas pipes, where the future BRT station platforms will be constructed. This type of work involves trench work within the road right of way and disruption of some of these services at times. The circulation of traffic may also be affected which will be mitigated according to a Traffic Mitigation Plan that is being reviewed by City of Oakland and was recently reviewed and approved by City of San Leandro and Caltrans. The utility relocation construction is expected to begin in late November of 2014 and be completed by end of June 2015.

The completion of the Advanced Utility Relocation project will result in a significantly improved sanitary sewer infrastructure system within 24 city blocks in the City of Oakland and the City of San Leandro. These improvements will complement other city initiatives to enhance sewer infrastructure. Old sewer lines and manholes will be upgraded through the replacement to current and future standards, some property owners will gain the benefit of having their sewer lateral upgraded through the replacement to meet current code and in some cases will receive an up-sized lateral to accommodate future property development and expansion. Private sewer lateral replacement or upgrade locations directly correspond with planned station construction and these activities are therefore considered direct mitigations to the correlating construction impacts at each location. The approximate value of private sewer lateral replacement in-kind is \$416,325 and \$201,344 in the City of Oakland and Caltrans Right-of-Way respectively. The approximate value of private sewer lateral replacement with up-sizing is \$425,248 and \$209,520 in the City of Oakland and Caltrans Right-of-Way respectively. The value of the overall sewer lateral replacement mitigation is \$1,252,437.

II. Construction Impacts and Mitigation Measures

The following is an assessment of potential impacts the construction activities may have on residents and businesses within the immediate area of the future station locations. In addition to the specific mitigation measures required by this document, the Contractor is required to restore the areas impacted by construction to the original or approved conditions.

Working / Construction Hours

Construction activities will be limited to daytime hours for any construction within 500 feet of a residence. Any work outside of the listed hours and days will need to be approved by AC Transit, City of Oakland, Caltrans and City of San Leandro depending on the location of the construction activity. Construction material deliveries will not occur outside of the approved construction hours. All construction equipment will be required to meet maximum sound thresholds, and certain specific activities that generate concentrated high levels of noise (like pavement sawcutting) may be limited to daytime work only.

Anticipated Construction Duration for non-PG&E Work Activities

The duration of non PG&E construction is expected to be 7 months. The construction is anticipated to start late November 2014 and substantially complete by end of June 2015.

PG&E Construction

PG&E will be concurrently working on PG&E owned and maintained facilities in preparation for the BRT project. Due to the sensitivity of PG&E facilities (high-pressure gas lines, etc.) PG&E has chosen to perform the relocation work independent from the AC Transit construction contract. Therefore, ACT will not be in control of or schedule the work performed by PG&E forces. AC Transit will endeavor to coordinate its construction activities immediately prior to the PG&E work and coordinate the work site to the betterment and convenience of businesses and the general public. However, PG&E will be working within the typical requirements of the respective local jurisdiction permit(s).

Bikeways Access

In the construction influence areas, especially at curbside platforms, the Contractor is required to maintain bike lanes during construction or propose temporary rerouting of the bike lane system. The proposed reroute willbe reviewed and approved by the appropriate local agency representatives prior to implementation.

Adjacent Residents

The Contractor, along with the AC Transit Community Construction Relations Manager, is required to meet with residents adjacent to the work sites during a pre-construction meeting to determine the access needs, and develop access plans for AC Transit and Agency Partners approvals. The Contractor will be required to notify businesses of any changes to the access plans prior to starting construction. AC Transit has been engaged with the residents during the design phase. Refer to the Exhibit A for the merchant engagement matrix.

Adjacent Businesses

The Contractor, along with the AC Transit Community Construction Relations Manager, is required to meet with business owners adjacent to the work sites during a pre-construction meeting to determine the access and operation needs, and develop access plans for AC Transit and Agency Partners approvals. The Contractor will be required to notify businesses of any changes to the access plans prior to starting construction. AC Transit has been engaged with the businesses during the design phase. Refer to the Exhibit A for the merchant engagement matrix.

Business Signage

Changeable message signs (CMS) will be used to direct pedestrians toward accessible walkways and detoured sidewalks. In addition, the CMS will provide messaging informing patrons that the businesses adjacent to the work areas are open. The CMS will be placed at strategic locations to the keep the public informed and directed to the accessible route. The locations of the signage vary for each work zone; however, it is anticipated that the CMS will be installed along International Blvd in the vicinity of major cross-roads.

Construction Debris Removal

Construction containers will be located at key locations throughout the project area with trash being hauled away on a regular basis.

Parking

During construction the on-street parking will be temporarily impacted. The Contractor shall provide notices to all residents and businesses on a block where work will begin at least one week prior to parking displacement. The notice shall include the project name, the contract information and duration of the parking displacement. The table below identifies the parking spaces that are allowed to be displaced at each work site, as specified on the contract plans.

Work Site	Work Site No. of Parking Spaces Allowed Duration per Construction Stage (Days)		Associated Liquidated Damages	
Downtown Oakland – Broadway and 14 _{th} Street	0	7	\$250 per day per parking space	
Downtown Oakland – Broadway and 12 _{th} Street	8	6	\$250 per day per parking space	
Downtown Oakland – Broadway and 11 _{lh} Street	0	3	\$250 per day per parking space	
International Boulevard between 2nd Avenue and 3nd Avenue	10	13	\$250 per day per parking space	
International Boulevard between 4th Avenue and 5th Avenue	2	10	\$250 per day per parking space	
E 12th Street between 5th Avenue and 6th Avenue	12	10	\$250 per day per parking space	
International Boulevard and 10 _{th} Avenue	5	3	\$250 per day per parking space	
E 12th Street and 10th Avenue	4	3	\$250 per day per parking space	
14տ Avenue and E 12տ Street	3	4	\$250 per day per parking space	
International Boulevard and 24th Avenue	16	18	\$250 per day per parking space	
International Boulevard between Mitchell Street and 28th Avenue	4	10	\$250 per day per parking space	
International Boulevard between Derby Avenue and 31st Avenue	19	15	\$250 per day per parking space	
International Boulevard between 34th Avenue and 35th Avenue	17	17	\$250 per day per parking space	
International Boulevard between 38h Avenue and 39h Avenue	16	14	\$250 per day per parking space	
International Boulevard between 44th Avenue and 45th Avenue	30	18	\$250 per day per parking space	
International	12	11	\$250 per day per	

Work Site	No. of Parking Spaces Allowed per Construction Stage	Allowed Duration per Construction Stage (Days)	Associated Liquidated Damages
Boulevard between 48th Avenue and 50th Avenue		_	parking space
International Boulevard between 53rd Avenue and 54rh Avenue	5	13	\$250 per day per parking space
International Boulevard between 99th Avenue and 100th Avenue	9	11	\$250 per day per parking space
E 14th Street between Stoakes Avenue and Euclid Avenue	0	5	\$250 per day per parking space
E 14th Street between Haas Avenue and Toler Avenue	3	4	\$250 per day per parking space
Davis Street between E 14th Street and Hays Street	0	9	\$250 per day per parking space

Note 1 – The number of construction stages will be defined in the temporary traffic control plans approved by the Engineer and the respective City Engineer.

Environmental Impacts

No significant environmental impacts due to noise, vibration, dust, drainage, erosion, storm water runoff and odor are anticipated because of the proposed project.

Air Quality: Dust control measures will be implemented. Common mitigation measures include water trucks, street sweepers for earth work phases, dust bags and filters for power equipment.

Noise: Construction activities will be limited to daytime hours for any construction within 500 feet of a residence. Any work outside of the listed hours and days will need to be approved. Construction material deliveries will not occur outside of the approved construction hours. All construction equipment will be required to meet maximum sound thresholds, and certain specific activities that generate concentrated high levels of noise (like pavement sawcutting) may be limited to daytime work only.

Storm Water Runoff: The project will implement a Storm Water Pollution

Prevention Plan (SWPPP). The plan will include best management practices (BMP) to
prevent discharge of sediments or other pollutants into the storm water system. In

addition, the project will install erosion and sediment controls per the city standards as designed and approved in the contract documents.

Special Events Impact and Mitigation

To mitigate the effects of construction on special events adjacent to the project site the Contractor will coordinate meetings with the event organizers and businesses to address concerns and mitigation measures. The following are the list of special events that occur annually during the construction duration:

Oakland Running Festival: The Contractor will be required to coordinate with event organizers for planned public and civic events. The Oakland Running Festival (Oakland Marathon) takes place annually in the third or fourth week of March. The marathon route is on International Boulevard. The Contractor is required coordinate with the event organizers ahead of the time to minimize the impacts for this and all sanctioned public events.

Cinco De Mayo: This festival takes place annually on May 5. The construction of Fruitvale Bypass will be substantially completed by the time of this festival. No construction impact is anticipated at this time.

Bike to Workday: This event takes place annually in mid May. The construction of Fruitvale Bypass will be substantially completed by the time of this event. No construction impact is anticipated at this time.

III. Communication Plan

AC Transit in collaboration with Agency Partners has been conducting pre-construction outreach activities like project update briefings and 1:1 meetings to the businesses and the residents. Refer to the Exhibit C, Merchant Engagement Matrix. One of the most important elements of this Business Impact Mitigation Plan is the connection between the Plan requirements and the permit conditions required by each approving local agency. In effect, this Plan is a special provision that the Contractor must comply with in order to obtain a permit to complete the proposed construction. One of the most important Contractor requirements is to establish a construction staging and traffic handling plan that will, but is not limited to, minimize disruption to local business operations, accommodates on-going business delivery operations, limits temporary impacts to street parking, accommodates safe pedestrian access via sidewalk rerouting and preserves existing bus service.

Construction staging and traffic handling plans that are prepared by the Contractor will be reviewed and approved by each jurisdictional agency prior to construction.

BRT Community Construction Relations Manager

Prior the start of early BRT construction activities, AC Transit will hire a BRT Community Construction Relations Manager to serve as a liaison between BRT corridor businesses, residents and the construction Contractor and construction management team. The BRT Community Construction Relations Manager will serve as a single point of contact for merchants as issues arise during construction. The BRT Community Construction Relations Manager will maintain face-to-face contact with BRT corridor merchants, and keeping them informed and up-to-date on project activities. This individual will provide confidential assistance to businesses and residents along the BRT corridor to help resolve issues and concerns, advocate for fairness, ensure proposed mitigations to business impacts are carried out as planned and serve as a source of information and support. Another key role will be to direct businesses to the Merchant Technical Assistance Program if and when needed to access the services within the Business Sustainability Program.

During Construction:

During the construction phase, the Contractor is required implement the following in collaboration with AC Transit's Community Construction Relations Manager, the City of Oakland's Business Sustainability Program Manager and the Interagency BRT Project Staff.

BRT Website: The Contractor will provide monthly project updates and solicit feedback from the AC Transit BRT website (brt.actransit.org).

Community Meetings: Being a good neighbor is important to the community and the project. Regular community meetings will be conducted by AC transit Project Team and the Contractor to communicate the status of the project as well as future events.

Newsletters: AC Transit project team will publish features on individual businesses in monthly BRT newsletters and on the BRT website as an additional means of attracting customers to businesses in the construction zone.

Mailers and Web Ads: AC Transit project team will develop mailers and web ads containing coupons with promotional advertisements and discounts as a means to both stimulating business during construction and informing the public that businesses are operational during construction.

24 Hr. Hotline: AC Transit project will Host 24-hour Toll Free project hotline to receive calls from area businesses, residents, and others.

Monitoring of Mitigation Plan: The AC Transit project team will evaluate the implementation of the Construction Impact Mitigation Plan (CIMP) on a regular basis and solicit feedback from businesses in the construction influence area. The updates on Mitigation Monitoring will be posted on BRT website (brt.actransit.org), printed in Newsletters and discussed at the community meetings.

Construction Staging and Traffic Handling Plan: The Contractor shall engage the CCR Manager to meet with merchants and finalize how and when the construction will be performed in order to obtain a final work authorization from the City of Oakland.

Project Information Center: AC transit has established a project Information Center at 3322A International Boulevard to provide fixed location for information dissemination and community meeting space.

IV. Exhibits:

Exhibit A: Merchant Engagement Matrix

The Merchant Engagement Matrix below summarizes the frequency and number of engagements conducted with community stakeholders in the city blocks where utility relocations will be performed. These stakeholders are comprised of merchant associations, business improvement districts, community based organizations, elected officials, faith-based organizations, schools, tenant associations, individual businesses and enterprises and residents of the areas. In many cases direct, 1:1 engagement was conducted such as the Winter 2013 Merchant interviews and survey performed along the entire corridor that individually connected with 165 business owners. Another example is the forthcoming notice to property owners of the sewer lateral upgrade. In addition, multiple group community meetings were held during the past 2 years throughout the corridor, most of which were interactive and sought feedback and input from stakeholders. These type of meetings presented a range of topics from a general project overview to design review on station architecture, functional needs access, integrated art enhancement, parking mitigation and business impact identification and resolution.

UTILITY RELOCATION BLOCK DESIGNATION	BLOCK DESCRIPTION	NEIGHBORHOOD - DISTRICT AREA	Spring 2012 Outreach Campaign - Community Meetings	Outreach Campaign - Community Meetings	Campaign -	Winter 2013 Outreach Campaign - Nov -Dec 2013 Merchant Survey / Interviews	Campaign -	Spring 2014 Outreach Campaign - Councilmember Walkthorughs	Summer 2014 Merchant Outreach Program - Eastlake San Antonio	Summer 2014 - Merchant Outreach Program - Fruitvale	Summer 2014 - Merchant Outreach Program - Fruitvale Bypass Project	Summer 2014 - Merchant Outreach Program - Broadway Sector	Summer 2014 - Merchant Outreach Program - Elmhurst - Hegenberger	Summer 2014 - Merchant Outreach Program - Havenscourt Lockwood	Summer 2014 - Merchant Outreach Program - San Leandro	Fall 2014 Lateral Upgrade Notice to Property Owner
1A	1400 block of Broadway	Downtown Oakland		X								X				Х
2B	1300 block of broadway	Downtown Oakland		X								х				Х
3C	400 block of 12th St. B'twn Broadway and Franklin	Downtown Oakland	-	х	1		x					х				х
4D	200 block of Int'l Blvd.	Eastlake		Х	1	Х	x	Х	Х							Х
5E	400 block of Int'l Blvd.	Eastlake		Х		Х	Х	Х	Х	"						х
6F	500 block of E. 12th St.	Eastlake		Х		**	Х	Х	Х							Х
7 G	900 block of E. 12th St.	Eastlake		Х		**	Х	Х	Х							Х
8H	1000 block of Int'l Blvd.	Eastlake		Х		**	Х	Х	Х							Х
91	1400 block of E. 14th St.	San Antonio		Х		Х	Х	Х	Х							Х
10J	2400 block of Int'l Blvd.	Fruitvale	Х	Х	х	**	X	Х		х	X]			Х
11K	2800 block of Int'l Blvd.	Fruitvale	Х	Х	Х	Х	Х	Х		x	Х					Х
12L	3000 block of Int'l Blvd.	Fruitvale	Х	Х	х	Х	х	Х		Х	Х	_				х
13M	3400 block of Int'l Blvd.	Fruitvale	Х	х	х	x	x	Х		х	Х					X
14N	3800 block of Int'l Blvd.	Fruitvale	X	х	x	Х	x	Х		Х	Х					Х
150	4400 block of Int'l Blvd.	Fruitvale	Х	Х	Х	Х	Х	Х		Х	Х					Х
16P	4800 block of Int'l Blvd.	Fruitvale	X	Х	X	X	Х	Х		X	X					Х
17Q	5300 block of Int'l Blvd.	Fruitvale	_ X	Х	X	Х	Х	Х		х	х					Х
18R*	5700 block of Int'l Blvd.	Havenscourt - Lockwood		Х	,	Х		Х						Х		
19\$*	6300 block of Int'l Blvd.	Havenscourt - Lockwood		Х		**		Х						Х		
20T*	6700 block of Int'l Blvd.	Havenscourt - Lockwood		Х		_ x _		Х						Х		
21U*	7100 block of Int'l Blvd.	Havenscourt - Lockwood		Х		Х		Х						Х		
22V	9900 block of Int'l Blvd.	Hegenberger - Elmhurst		х		**	Х	Х					Х			Х
23W	1000 block of E. 14th St.	San Leandro		Х		**									Х	Х
24X	200 block of Davis St.	San Leandro		Х		**									Х	Х
* = only sewer main lin	e relocation															
** = engaged adjacent	8locks															



Table of Contents	
I. Project Purpose and Overview	2
II. Construction Impact Mitigation Measures – Fruitvale Bypass	3
- Working / Construction Hours	
- Construction Duration	
- Pedestrian Access	
- Bikeway Access	
- Adjacent Residences	
- Adjacent Businesses	
- Business Signage	
- Parking	
- Public Transit	
 Construction Debris Removal 	
- Environmental Impacts	
 Special Events Impacts and Mitigation 	
III. Construction Impact Mitigation Measures-Elmhurst Prkg Lot	11
m. construction impact witigation weasures-eminarst ring Lot	11
VI. Construction Impact Mitigation Measures-Fruitvale Prkg Lot	13
V. Communication Plan	15
VI. Exhibits	16

I. Project Purpose and Overview

The Alameda-Contra Costa Transit District (AC Transit) is developing the East Bay Bus Rapid Transit (BRT) Project, a new, world-class transit service that will offer riders faster, more reliable and efficient service along a 9.5-mile route from downtown Oakland to San Leandro BART. The East Bay BRT Project includes the conversion of two traffic lanes into dedicated bus lanes. The addition of BRT only lanes within the existing right-of-way will allow for faster bus travel; however, it also would reduce roadway traffic capacity on streets on the project alignment. The reduction in roadway capacity may lead to additional peak hour congestion at certain intersections on the BRT corridor, as documented in the intersection impacts section of the FEIS/R. The result of the peak hour congestion could be a diversion of traffic off the BRT corridor and onto parallel local streets. The "Fruitvale Bypass" project is a traffic congestion mitigation improvement project identified in the FEIS/R for the Fruitvale area. This "Fruitvale Bypass" project will improve a parallel roadway west side of the BRT corridor, between 29th and 33rd Avenues. These mitigation improvements are to accommodate local vehicles, and BRT buses will not travel along or in this project area.

The "Fruitvale Bypass" consists of resurfacing and reconstructing a section of Derby Avenue from the E 12th Street (NB) intersection to E 10th Street; E 10th Street from Derby Avenue to Fruitvale Avenue intersection; and the Derby Avenue / Fruitvale Ave/San Leandro Street Intersection. Pavement will be reconstructed at Derby Avenue at the intersections with E 12th Street (NB & SB) and at the intersection of Fruitvale Avenue and E10th Street/San Leandro Street. New pavement sections will be constructed along Derby Avenue and E 10th Street. Concrete curb ramps, driveways, curb and gutter, and sidewalk will be constructed. Signal and lighting will be installed or modified at two (2) intersections. Pavement delineation and signs will be installed, drainage system will be modified, and roadway lighting will be installed.

In conjunction with the "Fruitvale Bypass" project improvements, and in compliance with City of Oakland Conditions of Approval, surface parking lots (one in the Fruitvale commercial district and one in the Elmhurst commercial district) will be constructed to mitigate on street parking impacts. The surface parking lot in the Fruitvale District is located on 35th Avenue just east of International Boulevard. The surface parking lot in the Elmhurst District is located at the intersection of Auseon Avenue and International Boulevard. Both parcels are existing private parking lots that have been acquired for the project, and will be converted to public parking lots. The surface parking lot work consists of resurfacing the existing parking area, restriping, lighting, landscaping, drainage improvements and fencing.

The construction of 'Fruitvale Bypass" and two surface 'Parking Lots" is expected to begin in late November of 2014 and be substantially complete by end of June 2015. The project costs associated with installing the required mitigation measure Fruitvale Bypass improvements and providing the two off street parking lots in the Fruitvale and Elmhurst districts are estimated to be in the range of \$3 million – 4 million.

II. Construction Impacts and Mitigation Measures – Fruitvale Bypass

The following is an assessment of the potential impacts the construction activities may have on residents and businesses within impact radius of the Fruitvale Bypass project. In addition to the any specific mitigation measures required by this document, the Contractor is required to restore the areas impacted by construction to the original or approved conditions.

Working / Construction Hours

Construction activities will be limited to daytime hours for any construction within 500 feet of a residence and non-resident areas. With prior approval from AC Transit and the City of Oakland, night time work may be allowed in agreed upon blocks of time. Work conducted outside of these work hours will require the approval of AC Transit and the City of Oakland.

Construction Duration

The construction on Fruitvale Bypass is anticipated to start in January 2015 and be substantially complete in July 2015. The approximate construction milestones are noted below, within the overall duration of approximately 170 calendar days.

	-		Work Zone			
	Derby Avenue	E 10 th Street	Fruitvale Avenue	E 12 th Street	San Leandro Street	Const Duration (calendar days)
Stage 1	Northbound lane between E12th Street (SB) & E 10 th	EB lane between Derby Avenue and Fruitvale	No construction work. Only one SB lane will be closed	No work. Only lane transitions	No work.	30

	_		Work Zone			
	Derby Avenue	E 10 th Street	Fruitvale Avenue	E 12 th Street	San Leandro Street	Const Duration (calendar days)
	Street	Ave	for short duration			
Stage 2	Southbound lane between E12th Street (SB) & E 10 th Street	WB lane between Derby Avenue and Fruitvale Ave	No construction work. Only one SB lane will be closed for short duration.	No work. Only lane transitions	No work.	40
Stage 3	No work.	No work.	Partial Intersection construction. The Rt-turn lane and one NB lane at San Leandro Street intersection will be closed.	No work. Only lane transitions	Intersection leg closure	30
Stage 4	Curb Ramp & Sidewalk work	No work.	No work	Work at E 12 th St (NB) quadrant with Derby Ave & one lane closure on E 12 th St (NB) for short duration.	No work.	20
Stage 5	E 12 th Street intersection work	No work.	No work.	Intersection work	No work	20
Stage 6	Work on roadway	No work.	No work.	Left-turn lane work and	No work.	30

		Work Zone								
Derby Avenue	E 10 th Street	Fruitvale Avenue	E 12 th Street	San Leandro Street	Const Duration (calendar days)					
 segment			lane							
between E			transitions							
12 th Street										
NB & SB										
	Total Construction Duration (Working Days)									

Pedestrian Access

While working in the sidewalk area, the Contractor is required to maintain pedestrian accessibility throughout the construction area by providing a minimum of 60" wide walkway and ADA compliant ramps for any pedestrian detour that crosses a curb line along the detour.

As the project progresses, any pedestrian accessibility issues that arise will be addressed through signage, circulation plan modifications and/or detours. Upon completion of the project all affected areas will be restored to pre-construction and/or proposed plan conditions.

Derby Avenue: During stage 1 construction the existing sidewalk on the east side of Derby Avenue, between E 12th Street (SB) and E 10th Street, will be closed off completely. The Contractor must accommodate the business and community access needs by installing appropriate temporary pedestrian detours for each business and the community that are accessibly compliant. The signage will indicate each required pedestrian detour. During Stage 5 construction, the existing crosswalk at the intersection of E 12th Street (NB) and Derby Avenue will be closed. The pedestrian detour signage will direct pedestrians to the E 12th Street (NB) at Fruitvale Avenue intersection and E 12th Street (NB) at 29th Avenue intersection.

E 10th Street: During stage 1 of construction, the existing sidewalk on the north side of E 10th Street will be intermittently closed. The Contractor will be required to meet the business and community access needs, by accommodating appropriately detoured pedestrian traffic. The appropriate signage will indicate the pedestrian traffic detour.

Bikeways Access

In the construction influence area, Fruitvale Avenue has class 3 bike lanes from East 12th Street going south. The Contractor is required to maintain bike lanes during stage 3 and 4 construction while working at the Fruitvale Avenue and E 10th Street intersection.

Adjacent Residents

The Fruitvale Bypass project area is in close proximity to residential uses near International Boulevard and E 12th Street (NB). Even though these residences are within the construction influence area there is no proposed work in front of these residences. The Contractor is required to maintain driveway access to these residences at all times during traffic lane transitions and E 12th Street (NB) intersection closure in Stage 5.

Adjacent Businesses

The Fruitvale Bypass project construction influence area consists of one Fire station (FS#13), Auto Collision Repair shop (H&H Body Shop), BART surface parking lots, UPRR frontage, one restaurant (Guadalajara), one club (Aloha Club), EPIC Charter School, one brewery (Ale Industries), Norton Factory Studios, and Blank & Cables, a fabrication-design-furniture consultation business. AC Transit construction community relation manager and the Contractor will meet with business owners and residents during pre-construction to determine the access plans. AC Transit is engaged with businesses during the design phase. Refer to the Exhibit C for the merchant engagement matrix.

Fire Station 13: Located on the Derby Avenue at the northwest corner of Derby Avenue and E 12th Street (NB) intersection. The proposed construction will require the closure of the Derby Ave on the east side of the intersection with E. 12th Street for approximately 12 working days. During this time, emergency responders headed south will travel down E. 13th St. to Fruitvale Avenue, and emergency responders headed north will need to travel east on Derby to International Blvd. The proposed construction will require the closure of the Derby Ave intersection between SB E. 12th and NB E 12th, for approximately 12 working days. During this time, the Contractor is required to maintain access to emergency responders headed south on Derby Avenue at all times and there will be no impact to emergency responders headed north. No significant increases to response times are anticipated.

The Contractor is required to maintain access to and from the Fire Station at all times and required to coordinate with Fire Station personnel 72 hours ahead of any

construction activity requiring closure of lanes and/or intersections. All detour plans need to be approved by the Fire Department ahead of implementation. No impact to deliveries, trash removal, and utilities are anticipated at this time.

H&H Body Shop: Located at southwest quadrant of E 12th Street (SB) and Derby Avenue. This business has access from E 12th Street (SB) which is a one-way street. During Stage 5 construction, Derby Avenue will be closed off on the west side of the E 12th Street (NB) and E 12th Street (SB) intersection for approximately 12 working days but at least one lane of traffic on E 12th Street NB & SB will be maintained. The Contractor is required to maintain driveway access at all time during traffic lane transitions and intersection improvement work. No impact to deliveries, trash removal, and utilities are anticipated at this time.

BART Surface Parking Lot: Located at southeast quadrant of E 12th Street (SB) and Derby Avenue. The access to the parking lot is located on Derby Avenue just south of the E 12th Street (SB), This access will be maintained at all stages of construction. During Stage 1 and Stage 2, Contractor will post directional signs on Fruitvale Avenue using E 12th Street (NB) to access the parking lot. During closure of Derby Avenue intersection with E 12th Street NB & SB crossing in Stage 5 and Stage 6, the Contractor is required to post detour signs on 29th Avenue, Derby Avenue and Fruitvale Avenue for vehicular traffic on how to access the surface parking lot via E 10th Street and Derby Avenue.

UPRR Frontage: The Union Pacific Railroad (UPRR) property fronts along south side of the E 10th Street from Derby Avenue to the Fruitvale Avenue in the construction Influence area. UPRR leases this frontage to Blank & Cables and Norton Factory Studios for parking. The Contractor is required to coordinate with tenants of the UPRR frontage on access needs and ensure access to parking lot driveways on E 10th Avenue including the safe pedestrian access between businesses and parking lot is maintained during stage 1 and stage 2.

EPIC Charter School: EPIC Charter School leased Caltrans maintenance station located along the entire block between 29th Street and Derby Avenue. The lot is currently being reconfigured to fit the needs of the school (25 employees & 150 kids). The main entrance for this school is located on 29th Avenue which is outside of the construction influence area. The school is planning to use the entrance and the frontage located on Derby Avenue at the intersection of E 10th Street for drop-off/pick-up area. The Contractor is required to coordinate with the school and provide a safe zone for children

drop-off/pick-up operations. In addition, the Contractor is required to provide an area and safe passage for children crossing around the construction influence area. The Contractor is required to maintain the access to the driveway on Derby Avenue at all times.

Norton Factory Studio: Located on north side of E 10th Street between Derby Avenue and Fruitvale Avenue. The Norton Factory Studio complex has multiple micro and small businesses that offer classes, studios and evening events. This multi-business complex 's roll-up doors are located on E 10th Street. The Contractor is required to coordinate with the warehouse on delivery schedules and ensure access to delivery driveways on E 10th Street are maintained during stage 1 and stage 2. The Contractor is required to have Flagman to facilitate truck access to these businesses due to the limited lane width during construction. The Contractor is required to post directional signs on E 12th Street and Fruitvale Avenue on how to access the warehouse driveways on Derby Avenue during Stage 5 when portions of the Derby Avenue intersection with E 12th Street (SB) are closed.

Blank & Cables: Located on north side of E 10th Street between Derby Avenue and Fruitvale Avenue. The Contractor is required to coordinate with this facility on access needs including loading and unloading needs and ensure access to driveway on E 10th Street are maintained during stage 1 and stage 2. The Contractor is required to coordinate in advance on providing a space for loading trucks to park and provide access for the facility's fork trucks safely access the loading trucks. The Contractor may also required to have Flagman to facilitate truck access to these businesses due to the limited lane width during construction. The Contractor is required to post directional signs on E 12th Street and Fruitvale Avenue on how to access the Black & Cables driveway on Derby Avenue during Stage 5 when portions of the Derby Avenue intersection with E 12th Street (SB) are closed.

Guadalajara Restaurant: Located at northwest quadrant of E 10th Street and Fruitvale Avenue. This facility has a restaurant on the ground floor and Chiropractic Clinic & Law Offices on the second floor. This location has one driveway access point from Fruitvale Avenue and two driveway accesses from E 10th Street, one of which will be permanently closed as part of this construction project. The project improvements require a fee acquisition and a temporary construction easement along E 10th Street at this location. The Contractor is required to maintain driveway access at all times during traffic lane transitions and intersection realignment work. The trash pick-up for this property is

along Fruitvale Avenue. No impact to deliveries, trash removal, and utilities are anticipated at this time.

Aloha Club: Located on Fruitvale Avenue at Southeast corner of Fruitvale Avenue and San Leandro Street intersection. This business has one driveway access from Fruitvale Avenue. Even though there is no construction in front of the driveway, the access will be impacted due to the traffic lane transitions during construction. The Contractor is required to maintain driveway access at all time during traffic lane transitions and intersection realignment work. No impact to deliveries, trash removal, and utilities are anticipated at this time.

Auto Glass / Body Shop: Located on Fruitvale Avenue at Northeast corner of the Fruitvale Ave and San Leandro Street intersection. Currently this property is vacant and no business activity is present. This business has one driveway access from Fruitvale Avenue. Even though there is no construction in front of the driveway, the access will be impacted due to the traffic lane transitions during construction. The Contractor is required to maintain driveway access at all time during traffic lane transitions and intersection realignment work. No impact to deliveries, trash removal, and utilities are anticipated at this time.

Business Signage

Changeable message signs (CMS) will be used to direct pedestrians toward accessible walkways and detoured sidewalks. In addition, the CMS will provide messaging informing patrons that the businesses adjacent to the work areas are open. The CMS will be placed at strategic locations to the keep the public informed and directed to the accessible route. The locations of the signage vary for each work zone; however, it is anticipated that at various times, the CMS will be installed along Derby Avenue, Fruitvale Avenue, E 12th Street (NB), E 12th Street (SB) and/or San Leandro Street.

Parking

During construction the on-street parking on Derby Avenue, E 10th Street and San Leandro Street will be temporarily impacted. The duration of temporary parking impacts will be specified on the contract plans. The durations are anticipated to be approximately between 5 to 30 working days based upon the construction stage. There are 103 existing parking spaces within the project construction area. The BRT Fruitvale Bypass project will remove 19 parking spaces but adds 8 parking spaces. The net parking remaining is 92 spaces. Refer to the Exhibit A for BRT Parking Impact Plan. The City of Oakland is considering adding an

additional 18 on-street parking spaces bringing the total number of on-street parking spaces to 110 after the additional parking improvements. Additionally, an off-street parking lot at the 33rd Avenue / San Leandro Street intersection, which would add an additional 65 parking spaces, is being considered. Refer to the Exhibit B for BRT Parking Improvement Plan.

The Contractor will submit a construction worker parking plan identifying parking locations for construction workers and methods of transportation to and from the project area for approval 15 days prior to commencement of construction. It is understood that construction is in urban location with limited parking. The Contractor will endeavor to secure parking in the surrounding lots, which have excess capacity to meet the needs of the construction worker parking, without disrupting existing public parking.

Public Transit

The Stage 3 construction proposed to close the San Leandro Street leg of the Fruitvale Ave /E10th St/San Leandro St intersection for 20 days. This temporary closure will impact the public transit, emergency vehicles and vehicular traffic turning left or right onto the San Leandro Street from the Fruitvale Avenue. The Contractor will need to notify AC Transit, Fire Station, BART, local businesses and post signs of the closure 10 working days ahead of the closure. The Contractor is also required to post the detour signs during the closure of the intersection leg. All detour plans need to be approved by the AC Transit, BART and Fire Department ahead of the detour implementation.

Construction Debris Removal

Construction containers will be located at key locations throughout the project area with debris/trash being hauled away on a regular basis.

Environmental Impacts

No significant environmental impacts due to noise, vibration, dust, drainage, erosion, storm water runoff and odor are anticipated because of the proposed project.

Air Quality: Dust control measures will be implemented. Common mitigation measures include water trucks, street sweepers for earth work phases, dust bags and filters for power equipment.

Noise: Construction activities will be limited to daytime hours for any construction within 500 feet of a residence. Any work outside of the listed hours and days will need

to be approved. Construction material deliveries will not occur outside of the approved construction hours. All construction equipment will be required to meet maximum sound thresholds, and certain specific activities that generate concentrated high levels of noise (like pavement sawcutting) may be limited to daytime work only..

Storm Water Runoff: The project will implement a Storm Water Pollution

Prevention Plan (SWPPP). The plan will include best management practices (BMP) to
prevent discharge of sediments or other pollutants into the storm water system. In
addition, the project will install erosion and sediment controls per the City standards as
designed and approved in the Contract Documents.

Special Events Impact and Mitigation

To mitigate the effects of construction on special events adjacent to the project site the Contractor will coordinate meetings with the event organizers and businesses to address concerns and mitigation measures. The following are the list of special events that occur annually during the construction duration,

Oakland Running Festival: This festival (Oakland Marathon) takes place annually in the third or fourth week of March. The marathon route is on International Boulevard which is outside of the construction influence area. But closures and detours due to the marathon may have an effect on the construction. The Contractor is required coordinate with the event organizers ahead of the time to minimize the impacts.

Cinco De Mayo: This festival takes place annually on May 5. The construction of Fruitvale Bypass will be substantially completed by the time of this festival. No construction impact is anticipated at this time.

Bike to Workday: This event takes place annually in mid May. The construction of Fruitvale Bypass will be substantially completed by the time of this event. No construction impact is anticipated at this time.

III. Construction Impacts and Mitigation Measures-Elmhurst Parking Lot

The surface parking lot in Elmhurst District is located at intersection of Auseon Avenue and International Boulevard. This parking lot is approximately 7,750 sq ft and contains 16 parking spaces including 2 ADA parking spaces. The improvements include drainage,

landscaping, paving, driveway, lighting, signing, striping, fencing and sealing of four windows and one door of an adjacent building. This is an existing private parking lot that has been acquired for the project.

Working / Construction Hours

Construction activities will be limited to daytime hours. With prior approval from AC Transit and the City of Oakland, Night time work may be allowed and/or on Saturdays which can be provided in agreed upon blocks of time. Work conducted outside of these work hours will require the approval of AC Transit and the City of Oakland.

Construction Duration

The duration of construction is expected to be 2 months. This work is separate but will be part of a bid package that includes construction activities for Fruitvale bypass (discussed in the Section II above).

<u>Parking</u>

No impact to existing on-street parking on Auseon Avenue is anticipated at this time.

Adjacent Residences & Businesses

There are residences & businesses along Auseon Avenue adjacent to the existing parking lot but no direct impact due to construction is anticipated because work activities are restricted in an existing parking lot.

Pedestrian Access

While working in the sidewalk area to construct driveway access to the proposed parking lot, the Contractor is required to maintain pedestrian area throughout construction area by providing a minimum of 60 inch wide walkway and ADA compliant ramps for any pedestrian detour that crosses a curb line along the detour.

Environmental Impacts

No significant environmental impacts due to noise, vibration, dust, drainage, erosion, storm water runoff and odor are anticipated because of the proposed project.

Air Quality: Dust control measures will be implemented. Common mitigation measures include water trucks, street sweepers for earth work phases, dust bags and filters for power equipment.

Noise: Construction activities will be limited to daytime hours. Any work outside of the listed hours and days will need to be approved. Construction material deliveries will not occur outside of the approved construction hours. All construction equipment will be required to meet maximum sound thresholds, and certain specific activities that generate concentrated high levels of noise (like pavement sawcutting) may be limited to daytime work only..

Storm Water Runoff: The project will implement a Storm Water Pollution Prevention Plan (SWPPP). The plan will include best management practices (BMP) to prevent discharge of sediments or other pollutants into the storm water system. In addition, the project will install erosion and sediment controls per the City standards as designed and approved in the Contract Documents.

IV. Construction Impacts and Mitigation Measures-Fruitvale Parking Lot

The surface parking lot in Fruitvale District is located on 35th Avenue just north of International Boulevard. This lot will have 21 parking spaces including 2 ADA spaces. The improvements include drainage, landscaping, paving, driveway, lighting, signing, striping, fencing and sealing o four windows and one door of an adjacent building. This is an existing private parking lot that has been acquired for the project.

Working / Construction Hours

Construction activities will be limited to daytime hours. With prior approval from AC Transit and the City of Oakland, Night time work may be allowed and/or on Saturdays which can be provided in agreed upon blocks of time. Work conducted outside of these work hours will require the approval of AC Transit and/or the City of Oakland.

Construction Duration

The duration of construction is expected to be 2 months. This work is separate but will be part of a bid package that includes construction activities for Fruitvale bypass (discussed in the Section II above).

Public Transit

No impact to public transportation on 35th Avenue is anticipated at this time.

Parking

No impact to existing on-street parking on 35th Avenue is anticipated at this time.

Adjacent Residences & Businesses

There are residences & businesses along Auseon Avenue adjacent to the existing parking lot but no direct impact due to construction is anticipated because work activities are restricted in an existing parking lot.

Pedestrian Access

While working in the sidewalk area to construct driveway access to the proposed parking lot, the Contractor is required to maintain pedestrian area throughout construction area by providing a minimum of 60 inch wide walkway and ADA compliant ramps for any pedestrian detour that crosses a curb line along the detour.

Environmental Impacts

No significant environmental impacts due to noise, vibration, dust, drainage, erosion, storm water runoff and odor are anticipated because of the proposed project.

Air Quality: Dust control measures will be implemented. Common mitigation measures include water trucks, street sweepers for earth work phases, dust bags and filters for power equipment.

Noise: Construction activities will be limited to daytime hours. Any work outside of the listed hours and days will need to be approved. Construction material deliveries will not occur outside of the approved construction hours. All construction equipment will be required to meet maximum sound thresholds, and certain specific activities that generate concentrated high levels of noise (like pavement saw cutting) may be limited to daytime work only.

Storm Water Runoff: The project will implement a Storm Water Pollution Prevention Plan (SWPPP). The plan will include best management practices (BMP) to prevent discharge of sediments or other pollutants into the storm water system. In addition, the project will install erosion and sediment controls per the City standards as designed and approved in the Contract Documents.

V. Communication Plan

AC Transit in collaboration with Agency Partners has been conducting pre-construction outreach activities like project update briefings and 1:1 meetings to the businesses and the residents. Refer to the Exhibit C, Merchant Engagement Matrix. One of the most important elements of this Business Impact Mitigation Plan is the connection between the Plan requirements and the permit conditions required by each approving local agency. In effect, this Plan is a special provision that the Contractor must comply with in order to obtain a permit to complete the proposed construction. One of the most important Contractor requirements is to establish a construction staging and traffic handling plan that will, but is not limited to, minimize disruption to local business operations, accommodates on-going business delivery operations, limits temporary impacts to street parking, accommodates safe pedestrian access via sidewalk rerouting and preserves existing bus service.

Construction staging and traffic handling plans that are prepared by the Contractor will be reviewed and approved by AC Transit and the City of Oakland prior to construction.

BRT Community Construction Relations Manager

Prior the start of early BRT construction activities, AC Transit will hire a BRT Community Construction Relations Manager to serve as a liaison between BRT corridor businesses, residents and the construction Contractor and construction management team. The BRT Community Construction Relations Manager will serve as a single point of contact for merchants as issues arise during construction. The BRT Community Construction Relations Manager will maintain face-to-face contact with BRT corridor merchant and keeping them informed and up-to-date on project activities. This individual will provide confidential assistance to businesses and residents along the BRT corridor to help resolve issues and concerns, advocate for fairness, ensure proposed mitigations to business impacts are carried out as planned and serve as a source of information and support. Another key role will be to direct businesses to the Merchant Technical Assistance Program if and when needed to access the services within the Business Sustainability Program

During Construction:

During the construction phase, the Contractor is required implement the following in collaboration with AC Transit's Community Construction Relations Manager, the City of Oakland's Business Sustainability Program Manager and the Interagency BRT Project Staff.

BRT Website: The Contractor will provide monthly project updates and solicit feedback from the AC Transit BRT website (brt.actransit.org).

Community Meetings: Being a good neighbor is important to the community and the project. Regular community meetings will be conducted by AC transit Project Team and the Contractor to communicate the status of the project as well as future events.

Newsletters: AC Transit project team will publish features on individual businesses in monthly BRT newsletters and on the BRT website as an additional means of attracting customers to businesses in the construction zone.

Mailers and Web Ads: AC Transit project team will develop mailers and web ads containing coupons with promotional advertisements and discounts as a means to both stimulating business during construction and informing the public that businesses are operational during construction.

24 Hr. Hotline: AC Transit project will Host 24-hour Toll Free project hotline to receive calls from area businesses, residents, and others.

Monitoring of Mitigation Plan: The AC Transit project team will evaluate the implementation of the Construction Impact Mitigation Plan (CIMP) on a regular basis and solicit feedback from businesses in the construction influence area. The updates on Mitigation Monitoring will be posted on BRT website (brt.actransit.org) and Newsletters and discussed at the community meetings.

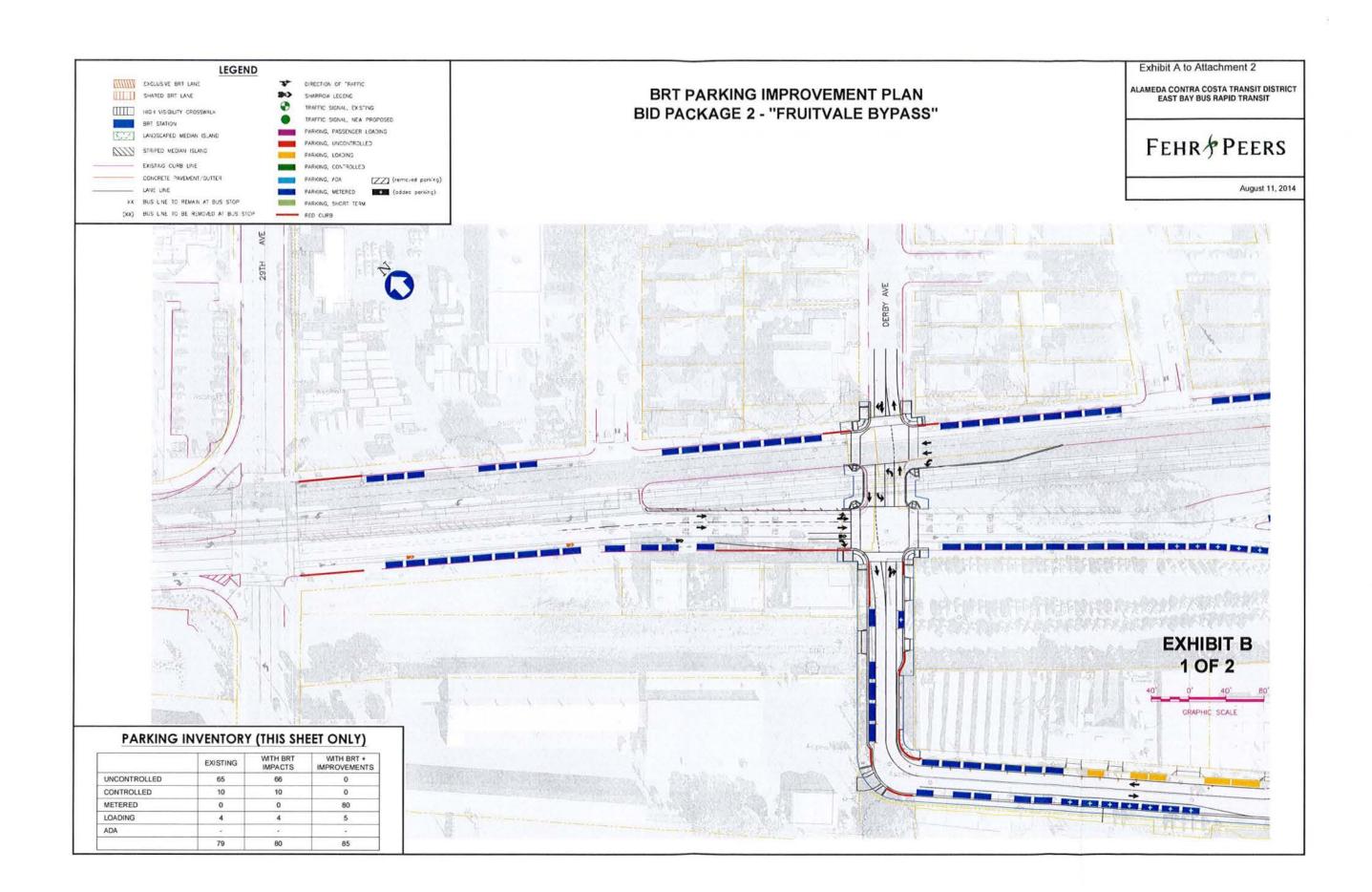
Construction Staging and Traffic Handling Plan: The Contractor shall engage the CCR Manager to meet with merchants and finalize how and when the construction will be performed in order to obtain a final work authorization from the City of Oakland.

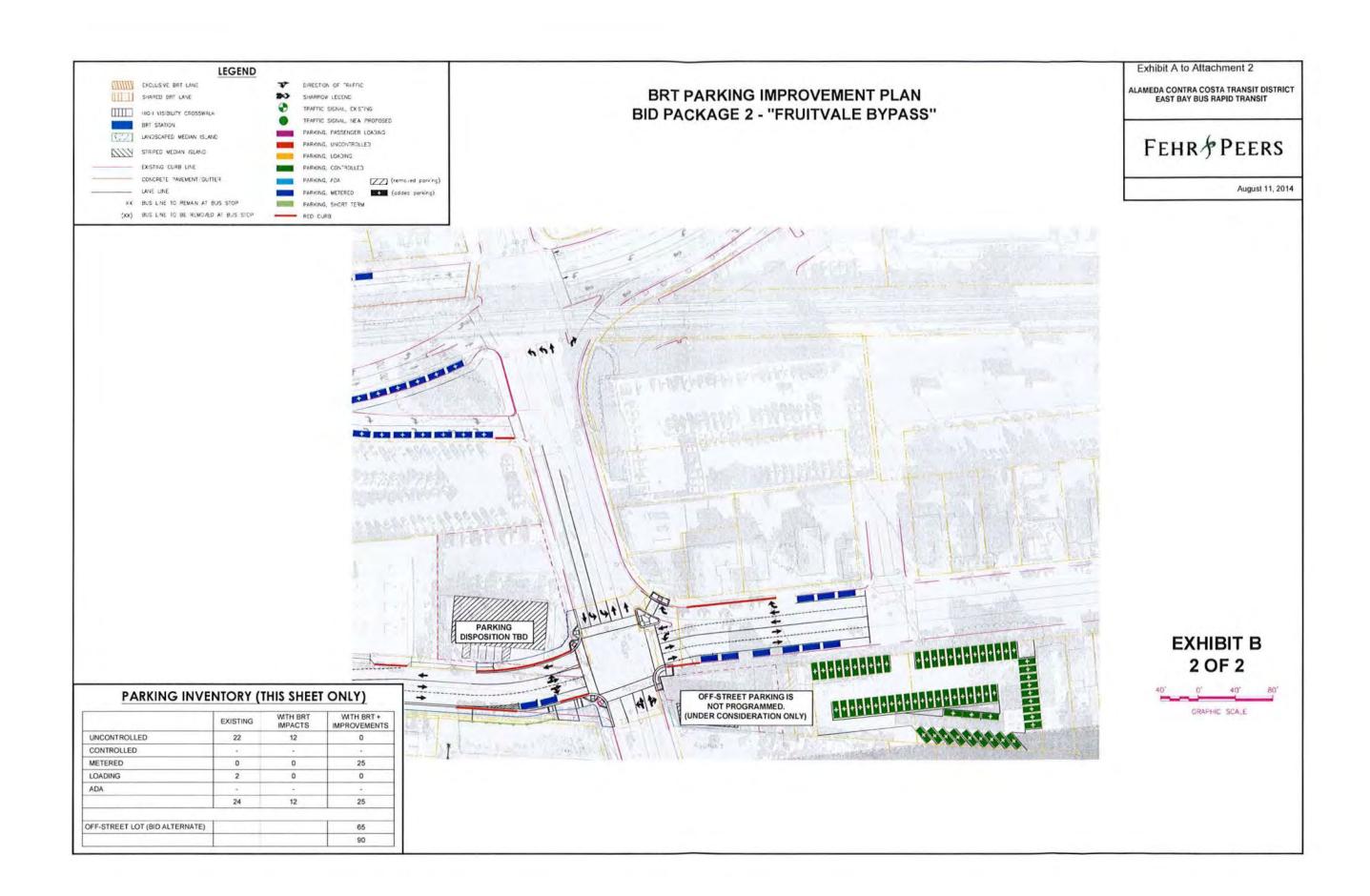
Project Information Center: AC transit has established a project Information Center at 3322A International Boulevard to provide fixed location for information dissemination and community meeting space.

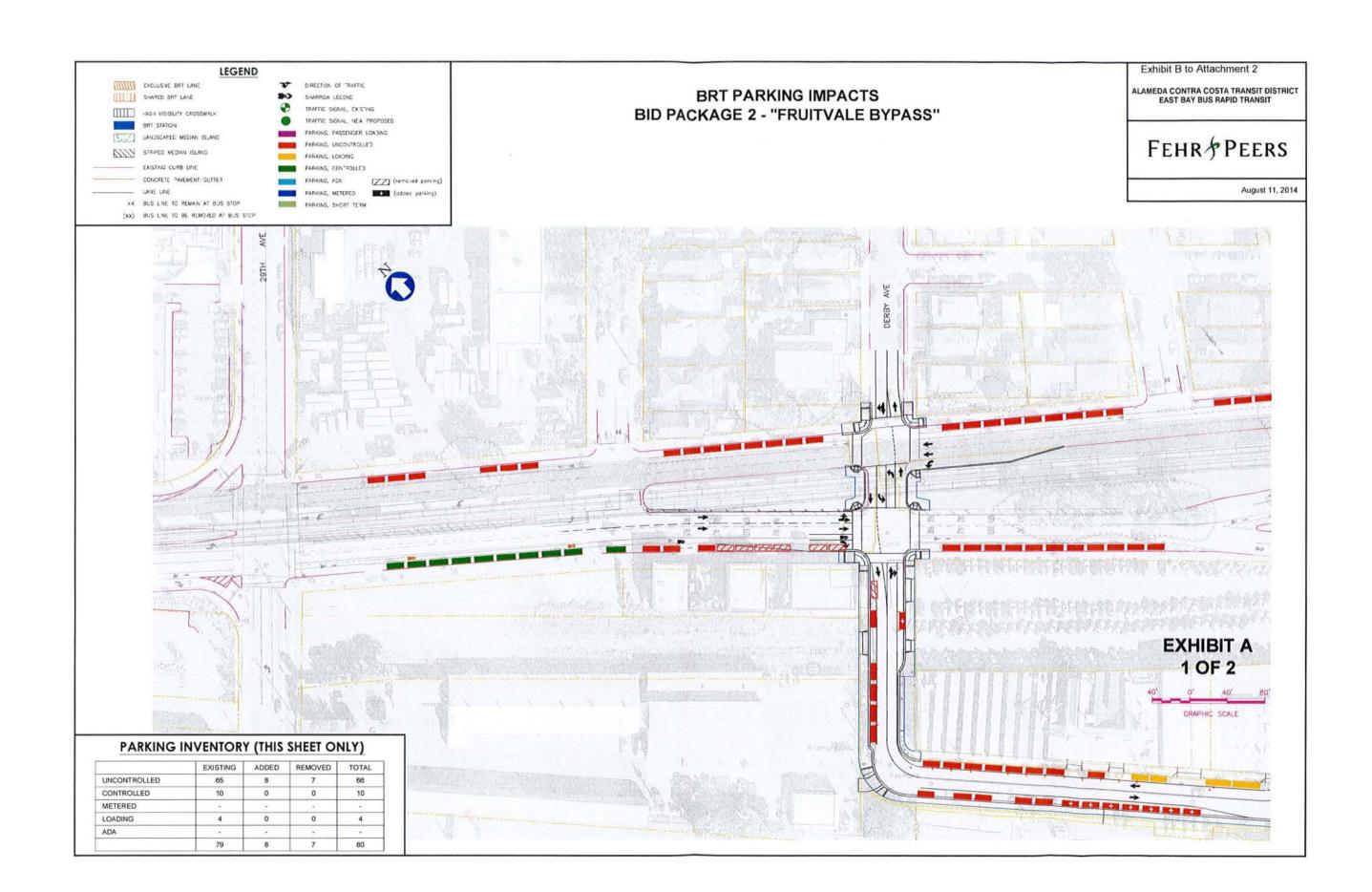
VI. Exhibits:

Exhibit A: BRT Parking Impacts

Exhibit B: BRT Parking Improvement Plan Exhibit C: Merchant Engagement Matrix







EXCLUSIVE BRT LANE SHARROW LEGEND SHARROW LEGEND SHARROW LEGEND TRAFTIC SIGNAL, EXISTING TRAFTIC SIGNAL, NEW PROPOSED PARKING, PASSENSER LOADING PARKING, UNCONTROLLED PARKING, LOADING PARKING, LOADING PARKING, CONTROLLED PARKING, CONTROLLED PARKING, CONTROLLED PARKING, CONTROLLED PARKING, CONTROLLED PARKING, SHORT TERM (addec parking) PARKING, SHORT TERM

BRT PARKING IMPACTS
BID PACKAGE 2 - "FRUITVALE BYPASS"

Exhibit B to Attachment 2

ALAMEDA CONTRA COSTA TRANSIT DISTRICT EAST BAY BUS RAPID TRANSIT

FEHR PEERS

August 11, 2014

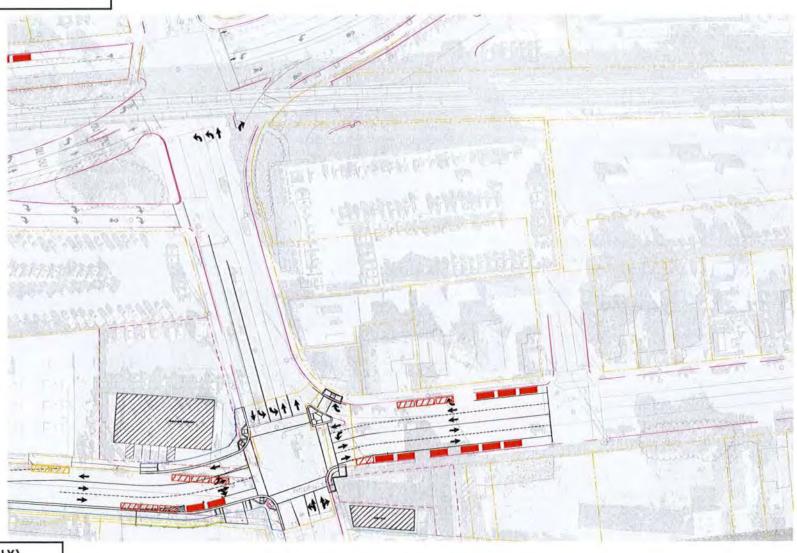


EXHIBIT A 2 OF 2



PARKING INVENTORY (THIS SHEET ONLY)

	EXISTING	ADDED	REMOVED	TOTAL
UNCONTROLLED	22	0	10	12
CONTROLLED			-	
METERED		4,		
LOADING	2	0	2	0
ADA		(8)	-	(4)
	24	0	12	12

BID PACKAGE #2 PARKING MITIGATION LOTS AND FRUITVALE BYPASS PROJECT

MERCHANT ENGAGEMENT SUMMARY

Exhibit C to Attachment 2
BUSINESS IMPACT
MITIGATION PLAN
BP #2

The Merchant Engagement Matrix below summarizes the frequency and number of engagements conducted with community stakeholders in the areas where bid package #2 construction will be performed. These stakeholders are comprised of merchant associations, business improvement districts, community based organizations, elected officials, faith-based organizations, schools, tenant associations, individual businesses and enterprises and residents of the areas. In many cases direct, 1:1 engagement was conducted such as the Summer 2014 Bypass Project Coordination meetings in which separate individual meetings were conducted with Union Pacific Railroad, Epic Charter School, Norton Factory Studios, Blank & Cable and Guadalajara Restaurant. In addition, group community meetings such as the Fruitvale Bypass Project Meeting in August 2014 were held at various times during the past 2 years in these two sectors the corridor (Fruitvale and Elmhurst), most of which were interactive and sought feedback and input from stakeholders. These types of meetings presented a range of topics from a general project overview to design review on station architecture, functional needs access, integrated art enhancement, parking mitigation and business impact identification and resolution.

PROJECT AREA	BLOCK DESCRIPTION	NEIGHBORHOOD - DISTRICT AREA	Spring 2012 Outreach Campaign - Community Meetings	Fall 2012 Outreach Campaign - Community Meetings	Spring 2013 Outreach Campaign - Community Meetings	Campaign - Nov Dec 2013	Campaign - Community	Spring 2014 Outreach Campaign - Councilmember Walkthorughs	Summer 2014 - Merchant Outreach Program - Fruitvale	- Bypass Project Coordination Meetings	Summer 2014 - Merchant Outreach Program - Fruitvale Bypass Project	Summer 2014 - Merchant Outreach Program - Broadway Sector	Summer 2014 - Merchant Outreach Program - Elmhurst - Hegenberger
Fruitvale Parking Mitigation lot	35th Ave, just off Int'l Blvd.	Fruitvale	x	X	х	x	х	х	х		Х	х	
Fruitvale Bypass Project	From the Intersection of Derby Ave and Int'l Blvd. along Derby Ave. to 10th St and then along 10th St to the intersection of Fruitvale Ave and San Leandro St and along San Leandro St. to 33rd Ave.	Fruitvale	X	X	х	x	x	x	X	x	x	x	
Elmhurst Parking Mitigation lot*	Corner of Auseon Ave and Int'l Blvd. vic. 86th Ave	Fruitvale		х		x	х	х				x	х



Technical Memorandum

PARKING IMPACT REPORT

Task No. 27.1.4

Prepared by

Parsons

September 17, 2014

For

Alameda-Contra Costa Transit District

Document Description

-	
Client	Alameda-Contra Costa Transit District
Contract Number	2011-1177
Document	Parking Impact Mitigation Report
Related Task / WBS Number	Task 27.1.4
Date Document Issued	May 20, 2014

Version Control

Version Number	Date	Date Description of Change					
0-1	6-3-13	Original Draft Document	CV				
0-2	6-5-13	Incorporate PMCM comments in revised Draft	CV				
0-3	6-20-13	Revise Table 2 and add Methodology	RSP				
0-4	6/24/13	Added Parking Exhibits	RSP				
0-5	7/19/13	Updated per Oakland comments	RSP				
0-6	7/23/13	San Leandro Street site revisions	CV				
0-7	4/14/14	3/5/14 GAD revisions	CV				
0-8	4/18/14	Incorporate comments on previous draft	CV				
0-9	4/22/14	Incorporate comments received 4/18/14	CV				
0-10	5/16/14	Updated per Oakland comments of 5/12/14	CV				
0-11	5/20/14	Updated per Oakland comments of 5/19/14	CV				

TECHNICAL MEMORANDUM Parking Impact Report

Table of Contents

1.	Executive Summary	1
2.	Introduction	1
	A. Guiding Principles	1
3.	Parking Baseline	2
	A. Project Description	
	B. Existing Parking Characteristics	3
	C. Cause of Parking Impacts (displaced parking)	4
	D. Parking Displaced during Construction	4
	E. Parking Mitigation Requirements	5
4.	Parking Realignment Methodology	6
	A. Key definitions	6
	B. Metered Parking	7
	C. Commercial Loading Zones	7
	D. Passenger Loading Zones	7
	E. Accessible Parking	7
	F. Controlled Parking	<u>7</u> 8
	G. Uncontrolled Parking	8
	H. Distance to Replacement Parking	8
5.	Oakland Condition of Approval (COA) IIA, B, and C	8
	A. San Antonio District	8
	B. Fruitvale District	9
	C. Elmhurst District	10
6.	Mitigations in San Leandro	10
7.	References	10
R	Exhibits	11

TECHNICAL MEMORANDUM Parking Impact Report

1. Executive Summary

This document presents the implications to on-street parking, the strategies used to minimize parking impacts, and ultimately the post-Project parking plan.

Besides keeping the community informed on parking impacts, this document also responds to mitigation commitments presented in the Project's Final Environmental Impact Statement/Report (FEIS/R) and resulting federal Record of Decision (ROD) and also to the City of Oakland and City of San Leandro Conditions of Approval (COA). Consideration is also given to the input and findings from the Parking Design Basis Memorandum and the Off-Street Parking Lot Site Selection Memorandum as well as comments received from the City of Oakland and City of San Leandro upon review of the geometric approval drawings (GADs) dated March 5, 2014.

2. Introduction

Alameda - Contra Costa Transit District (AC Transit) is in final design for the East Bay Bus Rapid Transit Project (Project) and, in collaboration with partner agencies, AC Transit has been working diligently to ensure that community feedback is incorporated into the on-going design process. The Project generally creates dedicated bus lanes through the corridor (except in San Leandro) that connect to stations either on the median or along the curb creating a transit-rich environment and enhancing pedestrian mobility and safety. Features built into the Project will contribute to greater quality of life including: better security through closed circuit cameras and pedestrian-scale lighting, safer street crossings with curb extensions and

"The impetus for this International Boulevard Transit-Oriented Development (TOD) Plan is to leverage a planned Bus Rapid Transit (BRT) system - which would extend across multiple cities and run along the full length of International Boulevard on its route, with multiple stops along the corridor to improve conditions along the street itself and in surrounding neighborhoods. Construction of the BRT system is expected to bring millions of dollars of new investment in infrastructure to the corridor and result in significant physical improvements to the street. This TOD Plan creates the opportunity to restore International Boulevard and the surrounding area back to the vital and beautiful neighborhoods that they once were." - City Of Oakland International Boulevard Transit Oriented Development Plan.

signal controls, and bicycle lane and parking accommodations.

Providing these improvements will require tangible changes, such as the availability of parking spaces and the overall efficiency of the area's parking program. The Parking Impact Mitigation Report is one of the many products that AC Transit is using to keep stakeholders informed of the Project.

A. Guiding Principles

This document supports final design of the Project for AC Transit but more importantly it supports several guiding principles for establishing a cohesive post-Project parking plan including:

- Support the vision of a diverse environment with distinct and well-connected places along the BRT corridor.
- Keep parking solutions flexible along the corridor to address changing activities as the area evolves over time.
- Balance parking needs with freight mobility, access and loading/unloading.
- Support parking strategies that address adjacent neighborhood impacts.

The remainder of this document will present the parking baseline and establish the framework from which parking mitigation will occur.

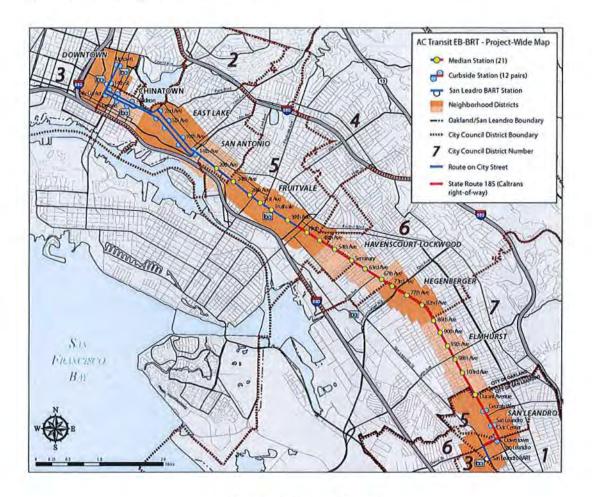


Figure 1: Project Location

3. Parking Baseline

Exhibit A attached to this document shows the existing parking inventory, identifies the parking spaces displaced by the Project, and shows the parking spaces added by the Project. Today there are 2,277 parking spaces and after the Project is constructed there will be 1,657 spaces which represent about a 28% reduction in parking along the corridor prior to parking improvements under consideration by the City of Oakland.. Corridor-wide, the inventory of spaces within the Project footprint is given in Table 1 below for the segments reported in the FEIS/R as well as the Fruitvale Bypass. These segments are:

- Downtown from Broadway to Lake Merritt Boulevard
- · East Oakland from Lake Merritt Boulevard to Durant Boulevard
- Fruitvale Bypass on San Leandro Street from 33rd Ave along E 10th Street to Derby Avenue
- · San Leandro from Durant Boulevard to San Leandro BART

	BEFORE		AFTER	
Segment	within Project footprint	within Project footprint	parking lots or other new ¹	
Downtown	261	241	1	
East Oakland	1760	1173	64	
Fruitvale Bypass	88	51	0	
City of San Leandro	168	127	0	
Total	2,277	1,592	65	

¹ New spaces will result where parallel parking is converted to diagonal parking, where bus stops are removed, or where parking lots are constructed.

Table 1: Parking Baseline Summary

A. Project Description

The Project consists of implementing bus rapid transit (BRT), generally with dedicated lanes, along a 9.5-mile corridor through the cities of Oakland and San Leandro in Alameda County, California, and of that about 8.1 miles are located in the City of Oakland. The route will start on Broadway in downtown Oakland, generally following 12th and 11th Streets in downtown Oakland, International Boulevard in East Oakland, and East 14th Street and Davis Street in San Leandro, terminating at the San Leandro Bay Area Rapid Transit (BART) station. The Project location is shown in Figure 1.

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

Associated with the Project comes the opportunity for corridor transformation following the guidance of the International Boulevard Transit Oriented Development Plan such as pedestrian access changes incorporated into the Project – curb extensions to shorten pedestrian crossing distances, consistent and regular pedestrian crossings, traffic signals with enhanced accessibility features such as crossing time countdown, and additional and high-visibility crosswalks with pedestrian-scale safety lighting.

B. Existing Parking Characteristics

Parking characteristics along the Project corridor differ by neighborhood, by block, and at times within a single block. Parking signage, how long visitors and employees can park and the organization of the onstreet system is confusing. This has created an inefficient parking system and leads to conflicts between employees, residents, and customers and provides opportunities for non-corridor-based parkers to "poach" parking.

Often, the on-street parking on the corridor is unregulated, that is, parking is uncontrolled and one outcome is that people park and take transit during the day to avoid parking costs elsewhere. These are parking spaces that could be used to support the needs of customers and visitors to the corridor. Another outcome of an inefficient parking system is that the unregulated on-street parking is parked with employees and so corridor parking is unavailable to customers and visitors.

The Fruitvale District has a unique parking characteristic because of the BART station located in the Fruitvale District. The demand for parking at this station outnumbers the available commuter-dedicated parking in the area and so unregulated parking spaces in the area around the station are often used by commuters as all-day parking to facilitate BART trips.

C. Cause of Parking Impacts (displaced parking)

The Project will change the parking configuration either directly by the Project features such as at stations and reconfigured intersections or indirectly because of parking replacement or other mitigation. While AC Transit will work to minimize parking displacement, the loss of some parking is unavoidable.

Constructing the Project (transitway and stations) in the existing roadway without widening requires the conversion of traffic lanes to transit (for example, one lane in each direction of travel where dedicated transit lanes are planned) and, in limited instances, the removal of street features, such as existing medians. It also requires parking reconfiguration in some areas. Curbside parking at intersections and in the vicinity of stations may be displaced to provide for traffic lane transitions and room for left- and right-turn lanes, bike lanes, pedestrian facilities and station platforms.

Many of the features that contribute to the desirable corridor transformation and improve walkability also impact parking spaces. Curb extensions and additional crosswalks in some cases require changing parking. Stations provide median refuges for pedestrians crossing the street, but can change the space available for parking. In limited instances bike lanes also require width that could otherwise be used for parking.

D. Parking Displaced during Construction

Three construction contracts or bid packages will be issued.

- Bid Package 1 includes relocation of utilities that would otherwise be in conflict with Project features.
- Bid Package 2 includes improvements to San Leandro Street to alleviate traffic impacts on International Boulevard.
- Bid Package 3 includes construction of the Project including: remaining utility relocation, pavement reconstruction, platform construction and striping operations along the length of the corridor.

The first two packages will mainly create temporary parking impacts, and typically for short durations of three to four weeks. Complete information on short term parking impacts and mitigations will be contained in the Business Impact Mitigation Plan.

With Bid Package 3, some existing parking spaces will be temporarily and/or permanently displaced during construction activities, although not all at the same time. Existing bus stops will also be relocated to continue service in accordance with the construction staging and these stop relocations may require temporary removal of on-street parking. Allowable temporary displacement of parking spaces due to the contractor's construction activities will be identified in the specifications for each bid package with associated working days and liquidated damages.

Mr. Joseph Robinson, AC Transit's Superintendent for Transportation/Operations Control Center, will determine which stops will be closed and the final temporary relocation. The contractor will be required to notify AC Transit 10 days prior to any work activity requiring a bus stop closure. Notice will be given to adjacent businesses and residents as well, in accordance with the Business Impact Mitigation Plan.

E. Parking Mitigation Requirements Final Environmental Impact Statement/Environmental Impact Report

The Project will displace on-street parking along the Project's alignment, mainly International Boulevard/East 14th Street and 11th and 12th Streets, to provide for the dedicated bus lane and/or other related changes. The FEIS/R¹ established that on-street parking on much of the corridor was underutilized and so the Project would not cause an adverse parking impact for many neighborhoods. This determination was based on the Urban Land Institute which recommends that balanced parking systems in commercial areas have 85 percent parking utilization which means that 85 percent of the available parking spaces are occupied with a parked car and the remaining 15 percent of the spaces are available for parking. The FEIS/R did, however, establish that the Fruitvale and Elmhurst districts have high parking occupancy levels and possibly limited opportunities for other parking, and therefore replacement offstreet parking is proposed. The FEIS/R also recognized revenue loss from displaced parking meters and stipulated that metered spaces should be replaced on a one for one basis. AC Transit, as the lead agency, is responsible for mitigating the loss of on-street parking attributable to the Project.

Oakland Conditions of Approval

The Oakland City Council, upon adopting a resolution² approving the Project, included in its Conditions of Approval (COA) a requirement for off-street parking to mitigate the on-street parking space removal in the San Antonio district, in addition to the Fruitvale and Elmhurst districts. This mitigation could be provided by a parking lot near International Boulevard and 20th Avenue. The COA also stipulates that any revenue from meters or parking lot control systems will be collected by the City of Oakland. The COA was clarified in August 2013 in a conformance document attached to the BRT Master Cooperative Agreement between Oakland and AC Transit to indicate specific standards for meeting the COA.

In its responses to the FEIS/R and the Oakland COA, AC Transit made a commitment to provide two parking lots--one each in the Fruitvale and Elmhurst districts. Conditional Use Permits (CUP) are in process to fully assess the effects of parking lot development.

The San Antonio district did not meet the FEIS/R criteria established to justify acquisition and construction of a parking lot under the BRT Project. AC Transit will nonetheless strive to replace lost parking in the area on a 1:1 basis to the maximum extent practicable. This includes, but is not limited to, conversion of parallel parking to diagonal parking.

AC Transit has and will continue to coordinate with the city and local businesses and residents throughout final design on the parking strategy, including the number and location of spaces to be developed. For example, suitable replacement non-metered parking stalls may be converted to metered parking spaces to mitigate a displaced metered parking stall. Mitigation includes provisions to coordinate and confirm with businesses the disposition of all displaced and replaced on-street parking stalls, metered spaces, white zones, blue zones, green zones, yellow loading zones and controlled spaces prior to finalizing the design.

San Leandre Conditions of Approval

The San Leandro City Council adopted a resolution on July 16, 2012 identifying an updated Locally Preferred Alternative, including certain provisions. COA III stipulated that AC Transit shall as soon as possible explore the means and feasibility of extending BRT along the length of East 14th Street to Bay

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

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

Fair BART. This segment was evaluated and after discussions with the City, it was determined that the traffic and parking impacts were too severe.

4. Parking Realignment Methodology

As noted in the FEIS/R parking systems are balanced when a driver is able to find an available parking space without excessive travel searching for an open space. Excessive travel can increase corridor traffic congestion and unnecessarily add traffic to side streets as drivers search for available parking. The Urban Land Institute recommends that balanced parking systems in commercial areas have 85 percent parking utilization which means that 85 percent of the available parking spaces are occupied with a parked car and the remaining 15 percent of the spaces are available for parking.

While this approach was used in the FEIS/R it became apparent through one-on-one meetings held in the East Lake, San Antonio, and Fruitvale neighborhoods that parking along the corridor is constrained and that one for one parking replacement was desirable. This approach goes beyond the methodology in the FEIS/R for parking mitigation and will be used as the basis to establish parking improvements, to offset corridor parking losses.

The Business Impact Mitigation Plan documents AC Transit's commitments, including the parking impact mitigation identified in this Parking Impact Report.

The City of Oakland is conducting an independent Parking Analysis for the BRT Project corridor based on the parking realignment methodology outlined in this section. This assessment will complement the Parking Impact Report by first validating the inventory, methodology and proposed changes to existing parking therein. The Parking Analysis will also provide expanded information on various existing parking programs and demand to assist transportation planners with the task of optimizing parking and controls on the modernized corridor. The Parking Analysis will be part of scheduled stakeholder engagement programs aimed at producing parking improvements that conforms to the Oakland Conditions of Approval and provides the best possible outcome for continued vehicular access to corridor offerings.

A. Key definitions

Accessible parking: An accessible parking space is one that is marked with blue curb to allow convenient access for persons with disabilities.

Commercial loading zone: A commercial loading zone is a space marked with yellow curb to allow temporary parking while actively loading or unloading goods for a commercial establishment.

Controlled parking: A controlled parking space is one where parking is restricted, usually by time. The restrictions may be effective between certain hours or for a specific duration, say one or two hours. Short-term time-limited spaces, say 12 minutes, are marked with green curb.

Displaced: A displaced parking space is one that is no longer available in its original type.

Existing parking: Existing parking is counted on the Project's alignment and those side streets where the lane configuration is changed by the Project.

Lost parking: A lost parking space is one that is displaced and not replaced within the corridor. A negative number of spaces lost indicate a net gain.

Metered parking: A metered parking space is one that requires payment to legally park in the space. Payment may be by individual meter or by pay station.

Mitigation: Actions to replace parking in order to comply with the FEIS/R and the COAs.

Passenger loading zone: A passenger loading zone is a space designated by signage and white curb to allow temporary parking while actively picking up or dropping off passengers.

Replaced parking:

Added—these are parking spaces that did not previously exist, including spaces available due to removal of an existing bus stop, spaces created by converting parallel parking to diagonal parking, or spaces provided in a parking lot made available to the public as part of the Project. Changed/Converted—these are parking spaces that changed in use, such as converting an uncontrolled or controlled space to a metered space, changed in the level of time restriction, or changed in the level of occupancy, such as uncontrolled spaces on side streets that are used to meet mitigation requirements.

Uncontrolled parking: – An uncontrolled parking space is unrestricted as to parking type and duration. An uncontrolled parking space may still have limited restrictions such as for street cleaning or to restrict overnight parking.

B. Metered Parking

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

C. Commercial Loading Zones

Commercial loading zones will be replaced on a one-to-one basis and the replacement space will be prioritized for the closest available parking space and for the same block face or adjacent side street. The location of replacement loading zones will be finalized in consultation with local businesses.

D. Passenger Loading Zones

Passenger loading zones will be replaced on a one-to-one basis and the replacement space will be prioritized for the closest available parking space and for the same block face or adjacent side street to facilitate the drop off and pick up of passengers for the intended use.

E. Accessible Parking

ADA accessible parking spaces, identified by blue curb, will be replaced on a one-to-one basis and the replacement space will be prioritized for the closest available parking space and for the same block face or adjacent side street. The location of the replacement accessible parking space will be finalized in consultation with local businesses.

F. Controlled Parking

Controlled or time-limited parking spaces will be replaced on a one-to-one basis. Controlled parking will be located in areas where parking turnover is important for businesses. Controlled parking will not be placed in residential neighborhoods, unless controlled parking already exists.

G. Uncontrolled Parking

Uncontrolled parking spaces will be replaced on a one-to-one basis.

H. Distance to Replacement Parking

Where feasible, parking replacement spaces will be identified within 200 feet of the displaced space, but no greater than 500 feet from the displaced space.

5. Oakland Condition of Approval (COA) IIA, B, and C

This section of the document addresses three specific areas referenced in the City of Oakland's COA II including San Antonio, Fruitvale, and Elmhurst. COA IIA, B and C require off-site parking lots if mitigation on the side streets is insufficient to achieve 1:1 replacement of displaced parking within the San Antonio District, defined as between 18th Avenue and 23rd Avenue; the Fruitvale District, defined as between Fruitvale Avenue and 38th Avenue; and the Elmhurst District, defined as between 82nd Avenue and 87th Avenue. On-street mitigation to achieve 1:1 replacement in San Antonio and Fruitvale can only be achieved by converting side-street uncontrolled spaces to controlled parking.

A. San Antonio District

The results of the existing inventory and analysis in the San Antonio District are shown in Table 2. The table compares the existing parking spaces, the displaced parking spaces, and the post-Project mitigation. Today, this segment of the corridor has 115 parking spaces. After the Project, by utilizing 36 underutilized spaces on side streets and converting 9 parallel to 16 angled parking spaces, there will be 115 parking spaces. No loading zones are displaced by the BRT Project in the San Antonio. Total mitigation of 43 spaces meets COA II.A requirement.

		Existing Inventory							Net Displaced Inventory within Project Footprint						oject	Mitigation	
Segment	Parking spaces within footprint	Passenger Loading	Uncontrolled	Loading	Controlled	ADA Accessible	Metered		BRT displaced parking spaces	Passenger Loading	Uncontrolled	Loading	Controlled	ADA Accessible	Metered	Mitigation on side streets	Planned Parking Lot Size
San Antonio	115	5	51	8	20	0	31		43	2	25	0	5	0	11	43	0

Table 2: San Antonio District Parking Summary

B. Fruitvale District

The results of the existing inventory and analysis in the Fruitvale District are shown in Table 3. The table compares the existing parking spaces, the displaced inventory, and the post-Project mitigation. Today, this segment of the corridor has 123 parking spaces. After the Project, with the construction by the Project of a 21-space parking lot and by utilizing 23 underutilized spaces on side streets, there will be 131 parking spaces Total mitigation of 44 spaces exceeds COA II.B requirement.

	Existing Inventory							Net Displaced Inventory within Project Footprint							Mitigation		
Segment	Parking spaces on BRT route	Passenger Loading	Uncontrolled	Loading	Controlled	ADA Accessible	Metered		BRT displaced parking spaces	Passenger Loading	Uncontrolled	Loading	Controlled	ADA Accessible	Metered	Mitigation on side streets	Planned Parking Lot Size
Fruitvale	123	3	11	4	10	0	95		36	0	11	3	1	0	21	23	21

Table 3: Fruitvale District Parking Summary

C. Elmhurst District

The results of the existing inventory and analysis in the Elmhurst District are shown in Table 4. The table compares the existing parking spaces, the displaced inventory, and the post-Project mitigation. Today, this segment of the corridor has 81 parking spaces. After the Project, with the construction of a 16-space parking lot, there will be 82 parking spaces. No loading zones are displaced by the BRT Project in the Elmhurst District. Total mitigation of 16 spaces exceeds COA II.C requirement.

	Existing Inventory						Net Displaced Inventory within Project Footprint							Mitigation			
Segment	Parking spaces on BRT route	Passenger Loading	Uncontrolled	Loading	Controlled	ADA Accessible	Metered		BRT displaced parking spaces	Passenger Loading	Uncontrolled	Loading	Controlled	ADA Accessible	Metered	Mitigation on side streets	Planned Parking Lot Size
Elmhurst	81	0	47	3	30	1	0		15	0	17	0	-2	0	0	0	16

Table 4: Elmhurst District Parking Summary

6. Mitigations in San Leandro

The Project in San Leandro will displace two metered parking spaces, one accessible parking space, and 35 controlled parking spaces. The accessible parking space will be replaced through discussions with the applicable stakeholders and the two meter parking spaces will be relocated to an adjacent side street with commercial development. In addition, 24 uncontrolled parking spaces on the side streets, also in front of commercial development, will be repurposed to control parking such that the net loss of controlled parking spaces will be eleven. The resultant occupancy level is less than 85 percent; therefore no other mitigation is needed or proposed in San Leandro.

7. References

Alameda-Contra Costa Transit District. AC Transit East Bay Bus Rapid Transit Project: Final Environmental Impact Statement/Environmental Impact Report, January 2012.

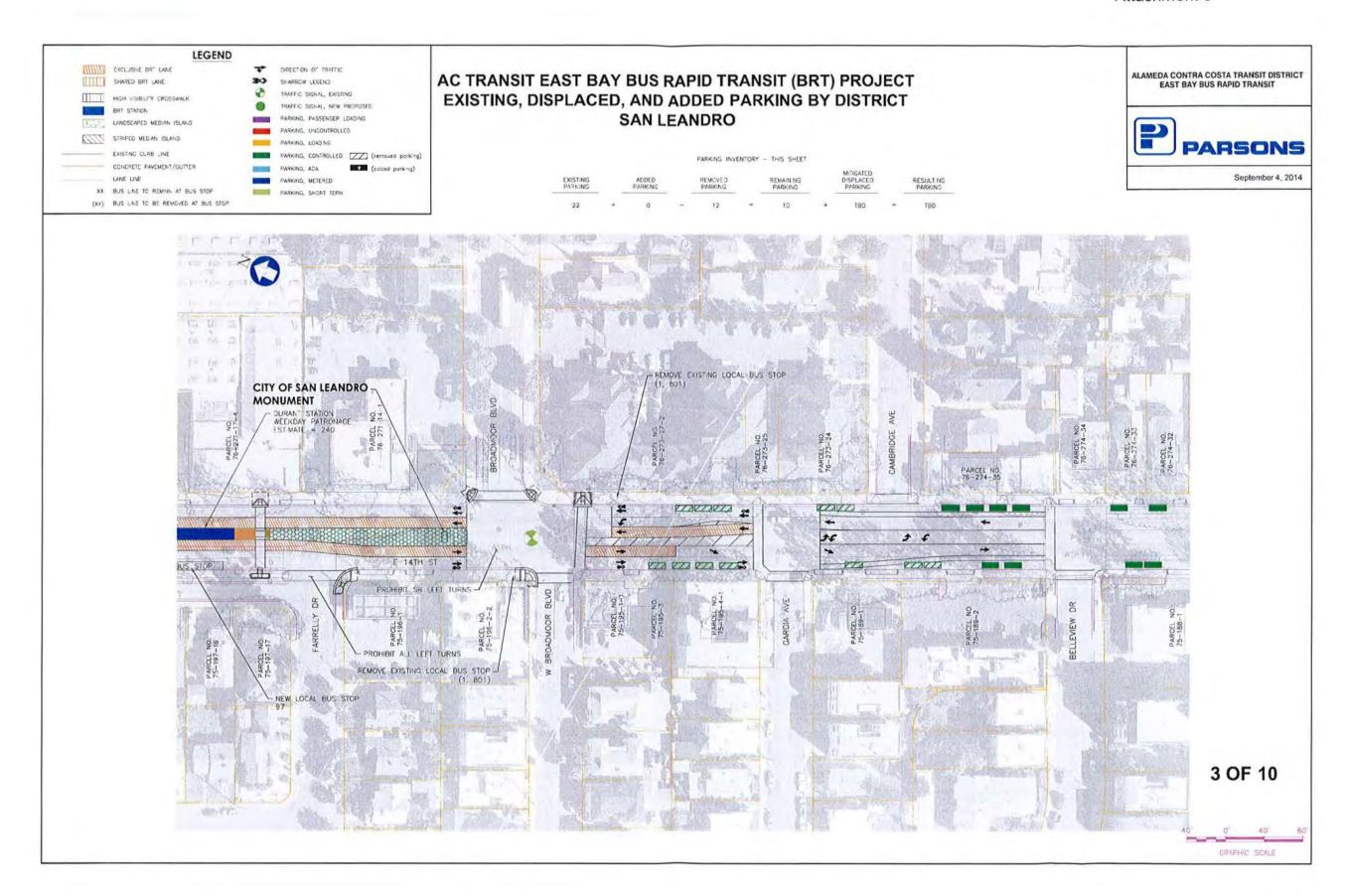
Oakland City Council Resolution No. 84016 C.M.S., adopted July 17, 2012

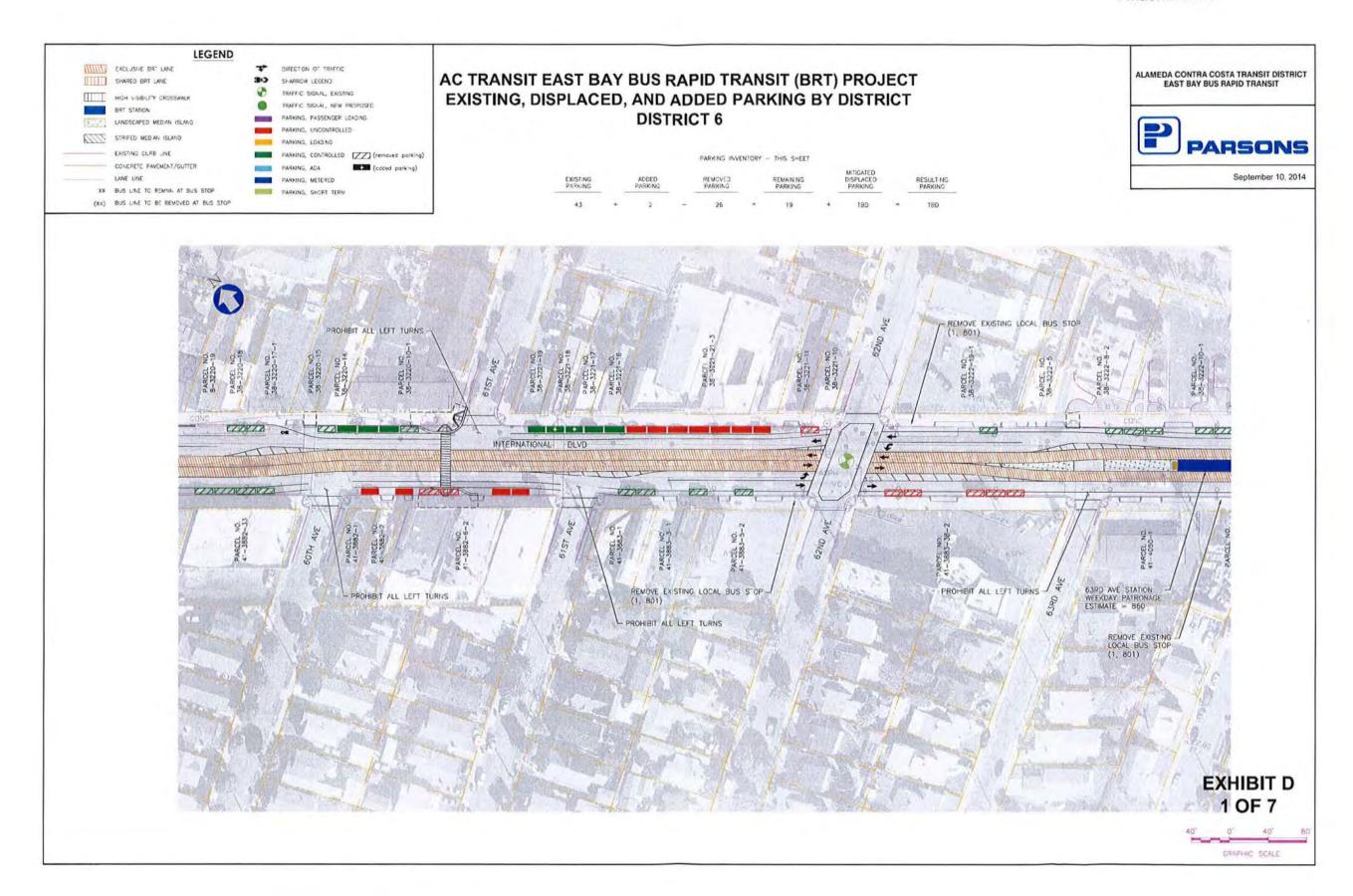
San Leandro City Council Resolution No. 12-373, adopted July 16, 2012

Urban Land Institute and National Parking Association, <u>The Dimensions of Parking</u>, <u>4th Edition</u>, 2000. As cited in FEIS/R.

8. Exhibits

Exhibit A: Existing, Displaced, and Added Parking District 3(Oakland)
Exhibit B: Existing, Displaced, and Added Parking District 2 (Oakland)
Exhibit C: Existing, Displaced, and Added Parking District 5 (Oakland)
Exhibit D: Existing, Displaced, and Added Parking District 6 (Oakland)
Exhibit E: Existing, Displaced, and Added Parking District 7 (Oakland)
Exhibit F: Existing, Displaced, and Added Parking (City of San Leandro)





Oakland Business Sustainability Program Proposal

Overview

The City of Oakland and AC Transit recognize that in order to ensure a well-planned and executed BRT system, which can provide a framework for future real estate investment, support corridor revitalization, and foster transit oriented development, it is important that the two agencies fully collaborate on all aspects and phases of implementation to address:

- Construction Mitigation eliminate or reduce construction related impediments that may cause disruption to the financial performance of all businesses.
- Business Development strengthen the ability of existing businesses to proactively
 prepare and effectively manage adverse conditions that may occur during periods of
 construction as well as beneficial opportunities that may arise after construction is
 completed.
- Economic Development maximize the economic opportunity and job growth potential, and thereby the community benefit, of the Eastbay BRT line.

The BRT Corridor Parking and Business Improvement Program is comprised of two major elements: the required BRT Business Impact Mitigation Program and the City Business Sustainability Program that involve resources and actions by AC Transit and the City of Oakland.

As set forth by the Record of Decision and the Oakland Conditions of Approval, the **BRT Business Impact Mitigation Program** is required to delineate a set of business impact mitigation activities that address short term (construction) and permanent impacts, including parking mitigations.

The *City Business Sustainability Program* is distinct but complementary because the Program will offer a comprehensive, integrated mix of services to directly support BRT route existing businesses, before, during and after construction of the BRT system. The program was developed based on input received from the BRT Community Outreach Working Group, merchant surveys conducted by AC Transit outreach efforts, Anew America merchant survey, and best practices of other business mitigation programs, as well as drawing from the knowledge and expertise of the City of Oakland and its proposed Business Sustainability Program Manager, the Oakland Business Development Corporation.

Funding

In April 2014, the AC Transit General Manager and Oakland City Administrator announced a Business Sustainability Program (BSP) proposal. In June 2014, the Oakland City Council allocated \$1.0 M in General Purpose Fund (GPF) dollars for BRT Capital Improvement Mitigation Projects. In August 2014, CTC awarded the City a \$2.5 M Active Transportation Program grant for infill sidewalk repair and pedestrian lighting improvements on the BRT corridor. With Board approval, AC Transit will commit \$2.5 M to business technical assistance efforts for Oakland and \$.249 MM for San Leandro. With Oakland City Council approval, \$1.0 M in CDBG funds will be

made available for interruption payments and streamlined access to an additional \$1.0 M in current City of Oakland grant/loan programs to BRT corridor businesses. Please refer to Table 1 Table 1. Business Impact Mitigation Fund in the staff report for a breakdown of the budget.

City Of Oakland Business Sustainability Program

The proposed Business Sustainability Program will complement the AC Transit BRT Business Impact Mitigation Program. While the BIM-P is required to address direct project impacts; it can also serve as a foundation to develop a broader economic development strategy, setting a foundation for commercial corridor revitalization, new investment and development to support a successful transit system. By offering a comprehensive mix of business development services, the City of Oakland will assist existing businesses to prepare and weather construction and adapt and grow in the new transit economy.

The City of Oakland will administer and manage the Business Sustainability Program and funds - now a combination of proposed and committed funding in the amount of \$8M to support 5 key activities. Given the source of funds for the Business Technical Assistance Program, the City will segregate the AC Transit funding in separate fund accounts and as part of the Master Services Cooperative Agreement, will be responsible for oversight and quarterly financial and program reporting .

Business Technical Assistance Program

This is most critical element of the Business Sustainability Program. The objectives of the Technical Assistance program are to:

- Mitigate BRT construction impact by working with businesses prior to construction to help them prepare for what is to come
- Respond to the community and businesses request for support from the City of Oakland and AC Transit to help businesses that will be impacted by the construction
- Gather information prior to construction that can be used for post construction assessments to evaluate the longer-term impact of construction on businesses
- Increase business capacities and productivity
- Avoid business relocation and help to prevent business closures

The Program will formally start at "pre-construction stage," to provide information, tools, training and assistance to encourage existing businesses to prepare for construction and be in a position to thrive once the system begins operation. As the Project is constructed and the BRT revenue operations begin, it is envisioned that the Business Sustainability Program will continue to provide support to existing businesses to adapt to new transit system and lead efforts to market and support new investment, businesses and development activities.

The Technical Assistance Program is a complement to the Base Project Mitigation Program in that the TA Program will focus on working directly with impacted businesses situated along the BRT Corridor to address their individual concerns. While technical assistance services will be available to all businesses along International Blvd., the Program will prioritize those existing businesses that are located near stations, particularly near planned curbside stations and/or

has been identified through the merchant pilot program as needing support due to loading, driveway impacts or left turn issues.

Technical assistance services will start with a major outreach and assessment campaign followed by the individual business follow ups, particularly those businesses identified as part of the Merchant Outreach Pilot Program or previous community outreach activities. Also it is expected that a series of workshops will be offered prior to the start of construction. Ideally the Program will start prior to BRT Bid Package 1 construction activity (Advanced Utilities) to provide assistance to affected businesses or areas. The BRT Technical Assistance Program will align with the BRT construction schedule for BRT Bid Package 2 construction activities and the major of effort will be focused on BID Package 3 system construction related outreach and services.

Technical Service Approach

- Proactive multi-lingual outreach and promotion to provide business development & technical assistance through management and technical assistance consultants. Services will be offered through on-site 1-1 business consulting or small business workshops in cultural or language appropriate methods. In addition, each business will be assigned to a Business Advisor so that working relationships are developed throughout the BRT project.
- All Oakland businesses currently in operation along the BRT route as of the Technical Assistance Program start date will be eligible for the Business Technical Assistance Program. Businesses will be required to participate in an assessment process and will be required to participate in the program designed for their needs, if they expect to apply for the City of Oakland's Business Interruption Fund Program.
- Comprehensive Technical Assistance Curriculum: The curriculum will be based upon the individual needs of the businesses, input and recommendations of the BRT Community Working Group, and other community partners, as well as business development programming identified through research of other transportation projects. Technical assistance services will include, but is not limited to:
 - Business planning (Finance, bookkeeping, and record keeping)
 - Technology utilization
 - Improving operational efficiency
 - Addressing employee concerns
 - Business Management support services including business process improvements, supplier & vendor support to adapt to new operation requirements
 - Marketing, advertising and promotional programs including website development, online business services
- Funds will be set aside as part of the Technical Assistance Program to contract with expert business advisors to work with businesses with special needs or assist in merchant outreach. Sub-contracts will be approved by the City of Oakland, after a

request for qualifications is completed. It is envisioned that the Sustainability Program Manager will have a pool of business services providers to be available on an as needed basis.

City of Oakland Business Sustainability Program Management

The City of Oakland will provide overall management of the Business Sustainability Program. A dedicated Business Sustainability Program (BSP) Manager will be added for the three-year program, to focus on the implementation of the Business Sustainability Program with the BRT Interagency Team, various City of Oakland departments, and provide oversight to the program contractor and all subcontractors hired through the Business Sustainability Program. Additionally the BSP Manager will be responsible for monitoring the Program activities and ensuring that regular program and financial reports are submitted to AC Transit and the City of Oakland.

The City of Oakland intends to enter into a new Professional Services Agreement with the Oakland Business Development Corporation (OBDC) to develop and implement the Business Sustainability Program — Technical Assistance Program. The final scope of work is expected to be approved by the Oakland City Council as part of the November 2014 BRT Program actions. The OBDC has operated in Oakland since 1979 and is a qualified SBA Community Advantage program lender, certified Community Development Financial Institution (CDFI) lender, recognized micro-lender and SBA Technical Assistance provider.

The \$2.5MM will be used to provide direct technical assistance services to existing businesses over the proposed 3- year project term. Immediate access to the funding will allow the City of Oakland the ability to start the Business Technical Assistance Program efforts to help businesses prepare for construction. OBDC will use a Business Case Management (BCM) approach to deliver technical assistance services. Three full-time, expert Business Advisors will be responsible for implementing the delivery of services described under the comprehensive technical assistance curriculum. In addition, the Business Advisors will be responsible for outreach to existing community based organizations and providers to coordinate activities as well as develop relationships with corridor businesses. OBDC is required to hire Business Advisors with language capabilities that reflect the cultural communities that exist along the corridor.

Other Business Sustainability Program Components

Business Interruption Fund:

The City of Oakland will implement a Business Interruption Fund for qualified businesses to assist with short term construction and business operation impacts through a very favorable loan program. Eligibility for the proposed Business Interruption Loan Fund will be determined by the City of Oakland. The Fund will have requirements and restrictions that confirm need and maximize its use for needy businesses. Businesses will be required to participate in an assessment process and will be required to participate in the program designed for their needs,

if they expect to apply for the City of Oakland's Business Interruption Fund Program. Finalization of the eligibility criteria and use of funds is in development.

Existing City of Oakland Business Development Programs:

The City intends to increase its marketing and use of current business development financing and grant programs along the BRT Corridor. The City has approximately \$1M of its Citywide Façade Improvement & Tenant Improvement Matching Grants, earmarked for former redevelopment areas, some of which are within the Oakland BRT corridor route. Additionally the City has established other loan programs targeted to small and mid size existing businesses.

Capital Improvement Fund:

The Oakland City Council further its commitment to the BRT Project in June 2014, by appropriating \$1M in General Funds for capital improvements to further enhance or provide gap funding for needed physical improvements to the Corridor.

Int'l Blvd Pedestrian Lighting & Sidewalk Repair Program:

The City of Oakland was awarded a \$2.45M grant from the State Active Transportation Grant Program. The funds are earmarked for repair sidewalks and provide pedestrian-scale lighting along the length of International Boulevard. These improvements complement the roadway and center median improvements of AC Transit's Bus Rapid Transit (BRT) project.

Summary

As per the agreement in principle between the two agencies, the City of Oakland is requesting that AC Transit Board of Directors approve the \$2.5M allocation to fund the Business Sustainability Program – Business Technical Assistance Program. The City of Oakland has met its requirements to match the AC Transit program funding requirement of \$2M; the total City contribution is approximately \$3M and along with the new \$2.5M Active Transportation grant, the City is contributing a total \$5.5 M to the BSP.

Attachment 4:

Component Plans of the Oakland Business Sustainability Program Proposal







□Business Technical Assistance Program

Goal:

Build existing merchant resiliency and sustainability pre, during and post BRT construction through comprehensive counseling, training, technology and business management technical assistance program by the City of Oakland with assistance from qualified business service providers.

Funding:

AC Transit – Subject to Board Approval \$2.5M. \$500,000 is a grant to City of Oakland for project development & start up activities and \$2M will be matched by City of Oakland. The City is poised to provide a total of \$5.50M to the Project. Funding recommendation is requested by the Policy Steering Committee to recommend to AC Transit to commit the \$2.5M.

Timeline:

Initiate Technical Assistance Services prior to Bid Package 1 construction activities beginning in 1Q 2015. City of Oakland is prepared to start the TA Program upon securing \$500,000 grant from AC Transit and will be recommending authorization from City Council in November 2014 for a professional services contract with the Oakland Business Development Corporation to launch the Program.

- City of Oakland to manage and implement overall Business Sustainability Program to respond to community /merchant concerns regarding need for mitigation of temporary and permanent impacts on businesses through a comprehensive outreach and technical assistance program for existing merchants. Program has five elements the Business Technical Assistance Program will be funded by AC Transit BRT project cost savings. The Program is designed to meet Oakland COA requirements.
- City will be responsible for fund management, oversight and performance reports to AC Transit. Funds to be used exclusively for merchant technical assistance activities. City preparing to contract with Oakland Business Development Corporation (OBDC) to coordinate Business Technical Assistance Program. Expected approval in November 2014.
- Proactive multi-lingual outreach and promotion will be utilized to raise awareness of business development & technical assistance by qualified management and technical assistance consultants. Free services will be offered through on-site 1-1 business consulting, classes and small business workshops in cultural and language appropriate methods to assist merchants.
- Comprehensive Technical Assistance Curriculum: The curriculum will be based upon the individual needs of the businesses, input and recommendations of the BRT Community Working Group, and business development programming identified through research of other transportation projects. Technical assistance services will include:
 - Business planning (Finance, bookkeeping, and record keeping)
 - Finance (budgeting, bookkeeping, record keeping, cash flow management)
 - o Operational efficiency
 - Technology utilization
 - o Marketing, advertising, website development, online business services
- Funds will be set aside as part of the Technical Assistance Program to contract with expert business advisors to work with businesses or assist in outreach. Subcontracts will be approved by the City of Oakland.



☐ Business Interruption Fund

Goal:

City of Oakland to establish a Loan Fund for eligible BRT corridor businesses that can demonstrate financial need due to BRT construction activities.

Funding:

Oakland City Council will be asked to formally dedicate \$1M in Community Development Block Grant (CDBG) funding as part of November 2014 actions. No AC Transit resources are requested.

Timeline:

Significant construction activity will not begin until BRT Construction Package 3: System Construction, planned for 1Q 2016 – 4Q 2017.

- •The City is proposing to provide a small favorable loan program for businesses that show a loss in sales or operational impacts related to BRT construction activities. The funding is proposed to assist business owner during construction with eligible basic business expenses, including payroll, inventory, rent/mortgage, utilities, taxes, marketing, and insurance.
- •The Eligibility for the proposed Business Interruption Loan Fund will be determined by the City of Oakland. The Fund will have requirements and restrictions that confirms need and maximize its use for needy businesses. Businesses will be required to participate in an assessment process and will be required to participate in the program designed for their needs, if they expect to apply for the City of Oakland's Business Interruption Fund Program. Finalization of the eligibility criteria and use of funds is in development.
- •While all applicants may not be eligible for this fund, City staff and its Business Sustainability Program Team will work with merchants and property owners to identify other financing options and provide technical assistance to businesses to assist with operational improvements that may assist in greater efficiencies during the construction period and initial adjustment period at the start of BRT operation.
- •The City of Oakland will work closely the AC Transit Construction Community Relations Manager to assist merchants with construction related business issues. The City will work with AC on strong communications and requirements for Contractors regarding construction hours, notification and other practices that could impact business operations in an effort to minimize construction interruptions to existing businesses. Through consistent outreach, technical assistance, strong communications, marketing campaigns, and enforcement and monitoring of the construction program, construction impacts can be minimized.



□ Current City of Oakland Matching Grant & Loan Programs

Goal:

Ensure that existing businesses are aware of current City of Oakland matching grants and loan programs and expedite review of applications from BRT corridor businesses.

Funding:

The City has approximately \$1M of its Citywide Façade Improvement & Tenant Improvement Matching Grants, earmarked for former redevelopment areas, some of which are within the Oakland BRT corridor route. Additionally the City has established other loan programs targeted to small and mid size existing businesses.

Timeline:

These existing City of Oakland Programs are available now to qualified businesses. The City is committed to marketing these current programs and expediting the review of BRT Corridor business applications.

- •The City of Oakland currently has HUD Section 108 funds and Loan authority to provide financing to start-up and existing businesses that are located in specific areas, including several neighborhoods along the BRT route in Oakland. The program is designed for well-planned businesses having difficulty qualifying for business loans because they may be start-ups, too new in business, lack collateral and/or equity. In addition, the City of Oakland has two other small loan programs for small existing businesses and startups for variety of uses such as working capital, inventory, expansion, renovation, and contract financing. Loans are available to businesses within the Seven CD Districts of Oakland, which covers a sizable portion of the BRT route.
- •The Oakland Façade Improvement & Tenant Improvement Matching Grant Program was a former Oakland Redevelopment Agency program. Funds are limited and restricted to the former redevelopment areas, which includes all of the BRT route. City staff is currently promoting the Programs to businesses as part of the BRT Merchant outreach efforts.
- Additionally, the City will also ensure that its current business development services (Oakland Business Assistance Center; Zoning & Planning; Business License; Oakland Police Department-Neighborhood Services Coordinators; Commercial Lending Program; Workforce Investment Board Programs) are coordinated with the Business Sustainability Program.
- •As part of the City of Oakland's International Boulevard Transit
 Oriented Development (TOD) Plan implementation, an Economic
 Development Fund is being created to support public/private investment
 along the Corridor; plans include identifying resources to supplement
 business development & financing programs.



□BRT Capital Improvement Mitigation Projects

Goal:

As part of International Blvd.TOD Plan to create a pedestrian friendly environment to encourage transit use and to assist existing businesses in thriving in new transit-oriented economy, the City recognizes the opportunity to leverage the BRT investment by contributing to improvements in the public realm that can help support a safe, vibrant and engaging corridor.

Funding:

Oakland City Council appropriated an additional \$1M from the General Fund in June 2014.

Timeline:

Upon approval of 100% BRT construction designs, City staff will finalize recommendations to the City Council regarding its recommendations for the use of funds.

- •On June 23, 2014, the Oakland City Council unanimously voted to add \$1M from the in General Fund to the BRT Business Sustainability Program.
- •The Oakland City Council directed that the \$1M fund is restricted to capital improvements to further enhance or provide gap funding for needed physical improvements to the Corridor. City staff is recommends that capital activities are focused at supporting business retention efforts e.g. create new off-street parking opportunities; assist property owners with sidewalk repairs and/or sanitary sewer upgrades triggered by the project; or implement and supplement signage / facade improvement programs.
- •As part of the City of Oakland's International Boulevard Transit Oriented Development (TOD) Plan implementation, an Economic Development Fund is being created to support public/private investment along the Corridor; plans include identifying resources to supplement these programs. Streetscape improvements can assist in creating a friendly, safer walking linkages for residents, merchants, employees, visitors/customers and transit users.



☐International Blvd. Pedestrian Lighting & Sidewalk Repair

Goal:

As part of International Blvd. TOD Plan, the City recognizes the opportunity to leverage the BRT investment by contributing to pedestrian friendly improvements in the public realm that can help provide a safe, uniform and attractive path of travel along the entire corridor.

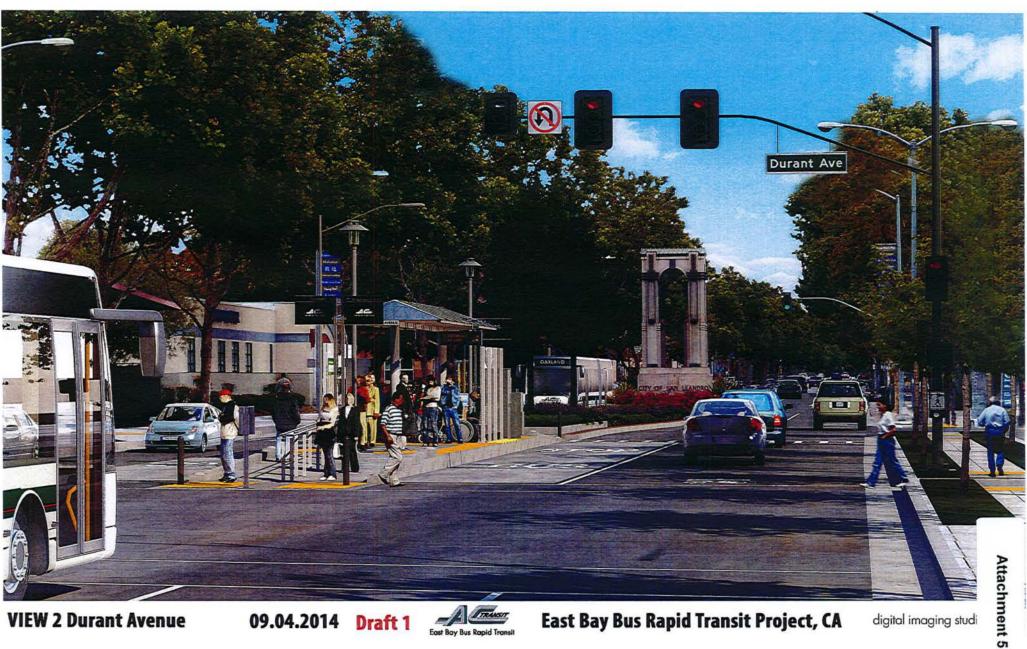
Funding:

The City of Oakland received and will manage a \$2.48M grant.

Timeline:

City will manage plans and specifications for this work and will work with AC Transit to incorporate and integrate as part of the 100% BRT construction plans. Fund uses must be consistent with California's Active Transportation State grant requirements.

- •Along with Community partners, AC Transit assisted the City of Oakland in applying for the State Active Transportation Program grant for infill pedestrian lighting and sidewalk repair (city street tree damage) between BRT stations along the entire International Boulevard corridor.
- •The \$2.48 M grant will be utilized to repair sidewalks and provide pedestrian-scale lighting along the length of International Boulevard. These improvements complement the roadway and center median improvements of AC Transit's Bus Rapid Transit (BRT) project.
- The grant will help addressed an identified community and merchant concern that pedestrian scale lighting, located to illuminate dark spots between existing street lights, particularly in high activity areas, will assist in increasing security. Additionally residents and merchants also identified the desire and need to repairing damaged sidewalks along the whole corridor to also provide a safe and ADA compliant path of travel.
- The City is committed to continuing to identifying funds that can support additional streetscape improvements that are important to the community's efforts to fully utilize and benefit from the BRT project.



09.04.2014 Draft 1



East Bay Bus Rapid Transit Project, CA

digital imaging studi



VIEW 3 Fruitvale

06.16.2014

East Bay Bus Rapid Transit Project, CA digital imaging studio

East Bay Bus Rapid Transit Project

Update to the

Policy Steering Committee Meeting

September 30, 2014



Roadmap to Construction

Bid Package 1: Utility Relocations

- Advertise: September 25, 2014
- PSC consideration of BIMP & PLA/CCP: September 30, 2014
- Pre-Bid Conference: October 3, 2014
- Board Approval of BIMP: October 22, 2014
- Bid Opening: October 27, 2014
- City Council Approval of BIMP: Nov 18, 2014
- Board Approval of Contract Award: Nov 12, 2014
- Notice To Proceed: Nov 26, 2014

Bid Package 2: Fruitvale Bypass & 2 Parking Lots

- Advertise: September 26, 2014
- PSC consideration of BIMP & PLA/CCP: September 30, 2014
- Pre-Bid Conference: October 6, 2014
- Board Approval of BIMP: October 22, 2014
- Bid Opening: October 28, 2014
- City Council Approval of BIMP: Nov 18, 2014
- Board Approval of Contract Award: Nov 12, 2014
- Notice To Proceed: Nov 26, 2014



Roadmap to Construction (Cont'd...)

- Bid Package 3: Paving, Station Construction & Systems
 - 100% Design Draft Submission 1: October 17, 2014
 - Agency Review Period: mid-Oct Dec 2014
 - 100% Design Draft Final Submission 2: January 2, 2015
 - Agency Review Period: Jan March 2015
 - PSC Consideration of BIMP: Feb 2015
 - Board Approval of BIMP: Feb 2015
 - City Council Approval of BIMP: March 2015
 - 100% Design Final Submission 3: April 1, 2015
 - Advertise: April 16, 2015
 - Notice To Proceed : August 11, 2015
 - Revenue Service Date: Nov 2017



Parking Improvement Plans

- Completed the Parking Impact Report, which validated the inventory, methodology and proposed changes to existing parking configuration
- Acquired two off-street parking parcels to offset on-street parking displacement in the Fruitvale and Elmhurst areas. A parcel on the 1400 block of 35th Avenue will provide twentyone (21) spaces and a parcel at 8630 International Boulevard will provide about sixteen (16) spaces
- The City of Oakland is conducting an independent Parking Analysis (due Nov 2014) to better understand the parking needs along the corridor and develop measures to improve parking configurations for the future.



Funding

		Funding (\$millions)								
Fund Source	Prior	2012	2013	2014	2015	2016	2017	Total		
FTA Small Starts	22.4	25.0			27.6			75.0		
FTA Small Starts Measure B RM2	3.1	3.1	1.3	1.4			5.0	13.9		
	3.4		2.5	38.8	12.8			57.4		
STIP TPI-Incentive CMAQ	1.5					8.0		9.5		
				2.2	1.9	1.9		6.0		
AB664 I-Bond PTMISEA					8.0			8.0		
I-Bond PTMISEA				4.0				4.0		
District Funds	0.3							0.3		
ТО	TALS 30.7	28.1	3,8	46.4	50.3	9.9	5.0	174.		
Fund Source	Prior	2012	2013	2014	2015	2016	2017	Total		
FTA Bus	3.1							3.		
Measure B	0.5							0.		
RM2	0.2							0.		
TC	TALS 3.8	0.0	0.0	0.0	0.0	0.0	0.0	-3.		

Grand Total: 178.0



Budget & Expenditures

SCC Codes	SCC Description	8/26/2014 Estimate (YOE\$)	Funding Available	Costs Incurred thru Aug 2014	Cost Remaining
10	Guideway	4,707,062	-	-	4,707,062
20	Stations	14,097,162	-	-	14,097,162
40	Sitework & Special Conditions	43,517,875	7,753,000	-	43,517,875
50	Systems	36,478,953	L	-	36,478,953
60	ROW, Land, Existing Improvements	1,593,211	1,297,072	670,138	923,073
70	Vehicles	2,506,951	2,579,652	-	2,506,951
80	Professional Services	55,917,797	34,763,216	38,608,665	17,309,132
90	Unallocated Contingency	10,348,874	-	-	10,348,874
100	Finance Charges	5,000,000	-	-	5,000,000
		174,167,885	46,392,940	39,278,803	134,889,082

- Additional \$3.8M for Other Related BRT Projects brings total Project cost to \$178M
- Total contingency is 21% includes \$2.3M in Value Engineering savings



Property Acquisition

- Two Parking Mitigation Lots:
 - Elmhurst lot acquired on June 6, 2014
 - Fruitvale lot acquired on June 13, 2014
- Parcel Take for Fruitvale / San Leandro Street Intersection Improvements:
 - Completed negotiations for acquisition
 - Close escrow and record Deed –week of September 29
 - Obtain final policy of title and close file on or before October 30



Community Outreach Initiatives

Merchant Engagement Process:

- Strengthen connections between the programmatic and technical elements related to development of the business and parking impact plans
- Developed a Pilot Merchant Engagement Process starting in the Eastlake/San Antonio district that focused on formulating mitigations that could be incorporated into the project design.
- Completed merchant group meetings in the Fruitvale (July 10th), Downtown/Uptown (September 16th), Elmhurst (September 18th) and Havenscourt/Lockwood (September 19th) and San Leandro (September 11th)



Community Outreach Initiatives (Cont'd...)

- The Oakland Business Sustainability (BSP) Program:
 - A complementary program to the AC Transit Construction Impact Mitigations and Business Support Initiatives that will offer a comprehensive, integrated mix of services to directly support BRT route existing businesses, before, during and after construction of the BRT system



Community Outreach Initiatives (Cont'd...)

- Project Information Center: Opened on July 11th. The Center is open on Tuesday and Wednesday from 8 am to 2 pm and on Thursdays from 2 pm to 6 pm.
- Contractor Outreach: Hosted contractor outreach workshop on July 31st.
 Presented contracting opportunities at forums including African American Chamber of Commerce Contracting Opportunities Day in Oakland, the Surety Bond Program in Fremont, Bay Area Business Roundtable, and the Allen Temple Baptist Church Job Fair.
- Construction/Transit Careers Outreach: Presented job opportunities at the Allen Temple Baptist Church Job Fair.
- Public Events/Stakeholder Meetings/Public Presentations:
 Participated in Oakland's Chinatown. Presentations to Committee of Minority
 Transportation Officials (COMTO), Unity Council Leadership, Fruitvale Business
 Improvement District meetings and Beans and Rice Cooperative.
- Construction Notification Outreach: Notified businesses about Potholing activity and upcoming Advanced Utilities and Fruitvale Bypass construction activities.



Small Starts Grant Agreement (SSGA)

- Final SSGA Application (ACT & Region 9): completed on 8/22
- FTA Executive Review: completed on 9/5
- OST/OMB Review: 9/8 10/8 (in progress)
- FTA Congressional Review: 10/9 10/23
- SSGA Issuance: ~10/23



BRT Bus Procurement RFP

- The Addendum 3 to procure 27, 60 foot, Low Floor Diesel Hybrid, 5 Door Buses was issued on August 22, 2014
 - Pre-Proposal Conference: 14 October 2014
 - Contractor Questions Due Date: 28 October 2014
 - Response to Contractor Questions: 07 November 2014
 - Proposal Due Date: 27 March 2015



San Leandro Transit Center Project

- A project to modernize the existing transit center at the San Leandro BART station to improve connectivity
 - Will include the BRT's south terminal station and layover facility
 - Separately funded with state, regional and local transit funds
 - Solicitations for design and construction management closed 9/29/14
 - Design Complete: ~ spring 2015
 - Construction complete: ~ late summer/early fall 2016





Meeting Date:

September 30, 2014

East Bay Bus Rapid Transit Policy Steering Committee

STAFF REPORT

TO: Members of the Bus Rapid Transit Policy Steering Committee

FROM: David J. Armijo, General Manager

SUBJECT: BRT Artistic Enhancement Program – Update Report

RECOMMENDED ACTION(S):

Consider receiving information update on the Artistic Enhancement Program.

BACKGROUND/DISCUSSION:

The BRT Artist Team is comprised of four nationally distinguished and experienced public artists, led by Johanna Poethig with Mildred Howard and supporting artists Joyce Hsu and Peter Richards.

The Artist Team has visited neighborhoods, businesses, and community centers along the Corridor and documented its findings through photos, research, mapping exercises, and text descriptions. The AC Transit BRT team and the Artist Team have engaged and updated staff of the City of Oakland (liaison to the Public Art Advisory Committee, or PAAC) and the City of San Leandro.

In late July 2014, AC Transit invited the community to meet the Artist Team to learn about their previous experience as public artists who work with communities on large-scale and complex projects in the Bay Area and throughout the U.S. The Artist Team engaged the communities along the BRT corridor in interactive sessions at Community Meetings held in Downtown Oakland/Chinatown, International Blvd. at the new BRT Information Center in the Fruitvale neighborhood, and at the San Leandro City Hall. Residents, merchants, and transit riders viewed a visual presentation of the artists' work followed by an interactive mapping exercise during which participants completed questionnaires about the community. Participants reviewed large maps of the corridor, enabling them to provide the artists with a deeper understanding of their neighborhoods. From these sessions, along with library and other research, the Artist Team gleaned valuable knowledge about the distinctive physical and social community patterns associated with the neighborhoods along the corridor.

In addition, four Youth Focus Workshops with young people ages 15-22 years old were held in Oakland in partnership with Youth Uprising, a respected non-profit organization, and in San Leandro in partnership with the San Leandro Main Library. The youth were excited to learn

about the new BRT and to play a role in helping the Artist Team learn more about the community from their perspective and to support the Artist Team evolve the artistic concept.

Together the three community meetings, four Youth Focus Groups and the input from the Stakeholders (City of Oakland & San Leandro) served to guide and inspire the development of the Artist Team's refined artistic enhancement approach.

The Corridor-Wide Approach (Attachment 1) integrates the artistic enhancements for each station with the station architecture and creates a transit corridor for thousands of people to "flow" along on one of the longest continuous streets in the Bay Area. The overall theme for artistic enhancement is *Cultural Corridor/Urban Flow*, establishing multiple points of connection and ways in which transit riders and the public can relate to the BRT Corridor as they move through the surrounding neighborhoods.

From this overall theme evolved the concept of utilizing four overlapping artistic elements that when combined reflect the overall *Cultural Corridor/Urban Flow* theme, distinguish clusters of stations through a neighborhood theme, and identify each platform as unique in the sequence of stations as experienced by riders and residents. The four artistic design elements are: color, icon (historic or contemporary), a "ribbon of text" and a *flow* line (the visual placement of each element in a station's artistic design).

"Ribbon of text" is a significant element of the design and consists of poem-like original text that will connect all stations along the corridor. This text is intended to resonate with the community and a key element of the Artist Team's Corridor-wide Approach. A "flow line" is drawn from local creek, lake and coastal maps and integrated with the iconic and text elements mentioned above, unfolding in a color scheme that reflects the surroundings and identifies the various groupings of stations. Refer to the Attachment 2 Artistic Enhancement Elements for an overview of the proposed station themes, icons, colors and platform text.

All these elements are brought together in a way that is responsive and appealing to people of all ages, reflecting the community character and history, the architectural and natural environment and the present and future of the urban corridor.

All BRT stations (Attachment 3) will receive some gesture of artistic enhancement – either "standard" or in some cases "enhanced".

Since the award of the contract in April 2014, the Artistic Enhancement Program is on an aggressive schedule to align with the station architecture design. Please refer to Attachment 4 - Artistic Enhancement Program Schedule.

<u>ATTACHMENTS:</u>

- 1: Corridor Wide Approach For Cultural Corridor/Urban Flow
- 2: Artistic Enhancement Elements
- 3: Project Wide Map
- 4: Artistic Enhancement Program Schedule

East Bay Bus	Rapid	Transit	Policy	Steering	Committee
Page 3 of 3					

Reviewed by: David J. Armijo, General Manager

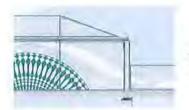
Dennis Butler, Chief Planning and Development Officer David Wilkins, Director, Bus Rapid Transit Program

Beverly Greene, Director, Legislative Affairs & Community

Relations

Michele Joseph, Director, Marketing & Communications

Prepared by: Rama Pochiraju, Senior Project Manager



POETHIG • HOWARD • HSU • RICHARDS

East Bay BRT Artistic Enhancement Program August 22, 2014

CORRIDOR WIDE APPROACH FOR CULTURAL CORRIDOR/URBAN-FLOW

The approach integrates the artistic enhancements with the station design for the East Bay Bus Rapid Transit and serves to address the Corridor as a whole, the neighborhoods along it, and the individual station locations as envisioned by the initiative for AC Transit's EB-BRT Artistic Enhancement.

The EB-BRT project will create a transit corridor for thousands of people to "flow" and includes one of the longest continuous streets in the Bay Area. The theme for artistic enhancement is *Cultural Corridor/Urban Flow* and establishes multiple points of connection and ways in which transit riders and the public can relate to the BRT Corridor as they move through the historically evolving neighborhoods.

The artistic design process teases out what defines the various segments of the Corridor and reflects this in a cohesive yet unfolding and evolving Corridor-wide design for this new transit system. For this purpose, the Artist Team has visited neighborhoods, businesses, and community centers along the Corridor and documented its findings through photography, research, visuals and text descriptions. Specially prepared questionnaires and other written material were collected at the artist-led community meetings and in-depth Youth Focus Groups. These served to guide and inspire the development of the "ribbon of text" that will connect all stations along the corridor. This text is intended to resonate with artistic elements that include historic and contemporary icons and images associated with the corridor's neighborhoods. A "flow line" drawn from local creek, lake and coastal maps is integrated with the iconic and text elements mentioned above, and unfolds in a color scheme that reflects the surroundings and identifies the various groupings of stations.

The combination of these distinct but related elements create a play of light and color and activate the people and environment at each site. All these elements are brought together in a way that is responsive and appealing to people of all ages, reflecting the community character and history, the architectural and natural environment and the present and future of the corridor.

ARTISTIC ENHANCEMENT DESIGN PHASES:

There are several phases in the artistic design process of determining the overall approach that link corridor-wide design attributes to those identifying

neighborhood clusters of stations to those unique to a given platform. This process is informed by:

- Artist research along the corridor, the gathering of visual, historic, and cultural background information
- Work with Youth Focus Groups to inspire texts and other artistic elements.
 Conduct Artist-led Community meetings in Downtown Oakland/Chinatown,
 International Boulevard, and San Leandro to further inform the artistic process
- 3. Integration with the architectural and landscape design of stations and future branding

Artist Summary of all these elements that results in:

- Overall Vision
- Layering of information
- · Reflection of Localities
- Streamlining into final artistic-design

CONCEPTUAL APPROACH:

- 1. Unifying all the stations through the use of materials, iconography, text and color.
- 2. Groupings of stations in areas along the corridor by distinctive and related artistic elements including use of color
- 3. Individuating each station with text and color
- 4. Color unfolding corridor wide stroke to bring out character, cultural celebration, charm, nature, history, enjoyment and inspiration.

ARTISTIC ELEMENTS:

To capture the complex interplay of factors involved in creating artistic enhancement treatments that simultaneously establish an overall BRT route identity, reflect neighborhood character, and mark each station as a unique place.

Recommended locations for artistic enhancement for the BRT stations are "Standard" (handrail panels only) and "Enhanced" (handrail panels plus windscreens). Variations between station groupings and individual stations are achieved by combining specific shapes and texts inspired in part by the input from the community meetings and youth focus groups.

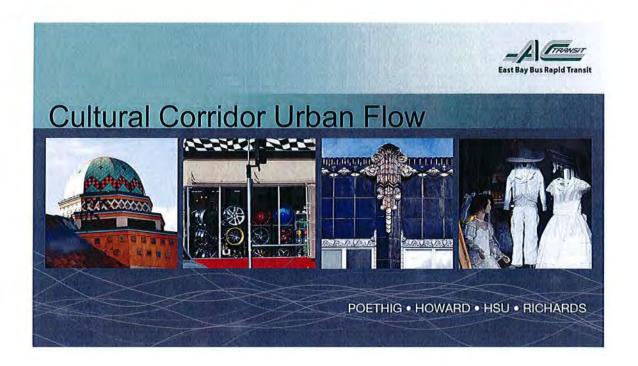
Both treatments are executed in a combination of hexel panels and artistic metal elements and integrated into the BRT station architecture as sections of handrail panels and windscreens. The impact of the hexel panels will animate the environment with light and reflection

Appropriate anti-graffiti protection will be applied to all artistic elements. A corridor-wide coherence of the artistic elements is achieved by the consistent application of this approach at all stations and of a "flow line" that is integrated

into the design. The use of color on the artistic elements will further enhance the place-making and visual flow along the corridor.

Attached:

Power Point Presentation to ACT/BRT staff on August 26, 2014



Artist Team's Artistic Enhancement for East Bay BRT Stations



Cultural Corridor Urban Flow



POETHIG • HOWARD • HSU • RICHARDS

Cultural Corridor Urban Flow - Inspiration

Flow – to circulate without resistance.

Physics: the transference of energy.

---- The American Century Dictionary

Flow – the elegant and pragmatic approach to civic design in Curitiba, Brazil is emblematic of any civic infrastructural system which seamlessly flows in synch...

Historic Research – International Blvd
East 14th St
State Highway185
Old Oakland San Leandro Road

Design Process

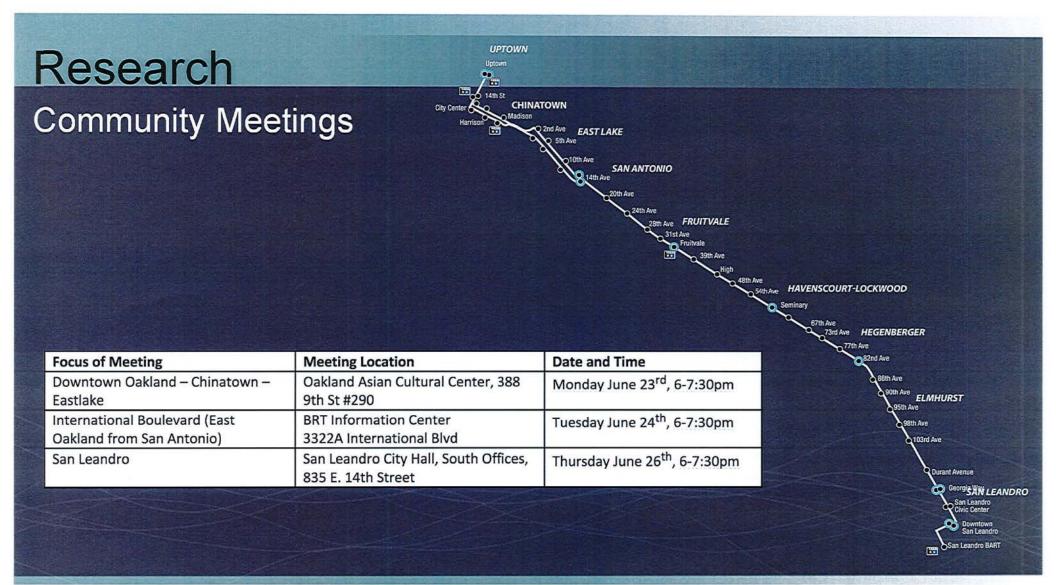
Photographic Documentation – People and Neighbors



Design Process

Photographic Documentation – Colors and Icons





Community Meetings – Presentations and Discussions



Community Meetings – Presentations and Discussions



Community Meetings – Presentations and Discussions



Design Process

Community Meetings – Workshops

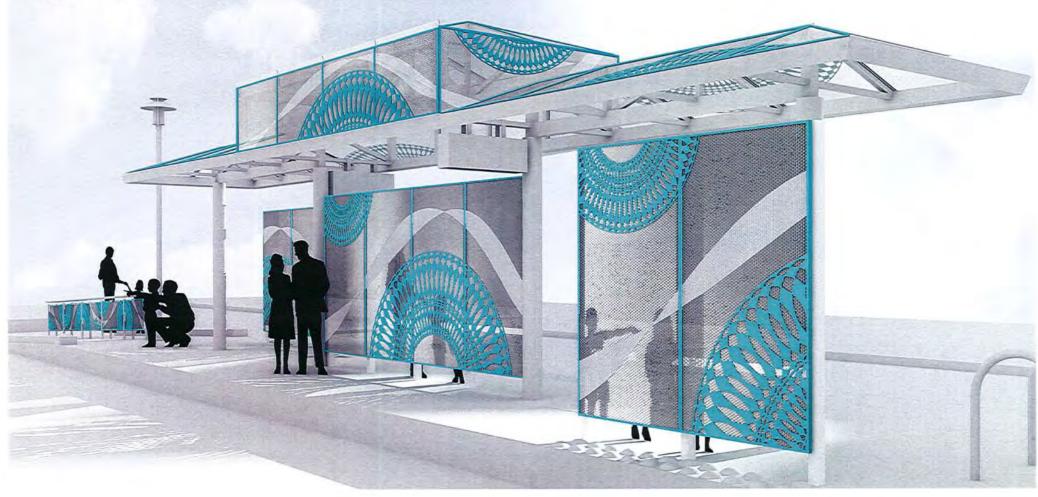


Oakland and San Leandro Youth Focus Groups

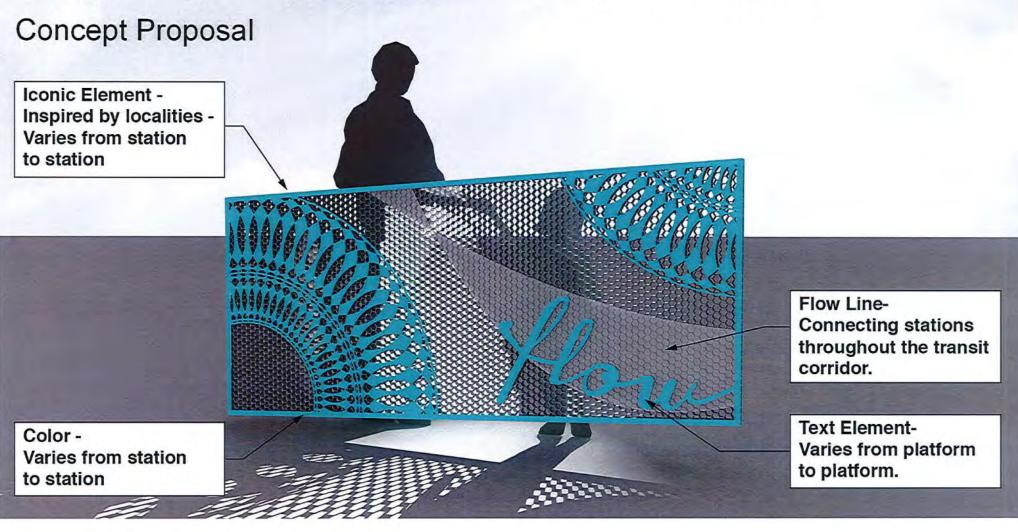


Concept Proposal – Enhanced Median Station

February 2014



Design Approach Elements – A Layered Approach



Artistic Enhancement Design Matrix

Themes, Icons, Flow Line, Color & Platform Text

East Bay BRT Artistic Enhancement - Overview of

South Pacific Islander

chemies and dahllas

amily and cultural life

des and nature

local and global connections

chnological Innovations

urban garden

blues, music, mythic symbols

historic dubs, universal theme

unity centers, workers,

ubcap designs

with mythic icons

cultural institutions

and horticulture

train tracks and trees

garden designs, flowers

connecting wires and

Elmhurst

Violet blues - metallics

SAN LEANDRO

floral reds

Lavers of Artistic Enhancement Elements Standard #of #of #of Plat-Station Standard Handrall Windscree nced Handrails Panels Panels OAKL AND Footsteps in Time/Deco Dence Broadway at 20th TBD architecture clock hands NB eco green shades Saxophone Tracks/Evening Overture Broadway at 19th blues roadway at 14th Large Counting Steps/in Urban Flow 14th Street Broadway at 14th NR Side Large **Hub Murmurs** City Center 1/12th at Broadway SB spires of power, corridors of culture/sidewalk glistening Small Small Small City Center 1/12th at Broadway Side Chinatown Chinatown/ markets ducks, birds Hidden Treasures/dim sum, friday market greens delicate teacups/ hold ginger and jasmine SB NB red - red purple Nature/lake/estuary stylized waves Harrison 11/12th at Harrison historic wildlife refuge Asian/Chinese design Estuary crests city shore/Festivals Urban Classic Duck for ducks - family festivals Madison 11/12th at Madison NR Side Small Eastlake Southeast Asian weaving/fabric in indigo blue Pho Food Fabric/ weaving stories 2nd Avenue International/ E 12th at 2nd International/ E 12th at 2nd International/ E 12th at 5th ndigo blues horizontal flow lines friendship flows/ along cultural corridors 2nd Avenue Small noodle bowls Native American symbols children swing, reach the sky little creeks flow/running to the bay Medium flows of friendship SB 5th Avenue cycles of nature International/ E 12th at 5th ood and fabric businesses lighter indigo blue weaving stories, children 10th Avenue International/ E 12th at 10th NR Side Madium San Antonio TRD intersecting cultures infinity sign, mobius red pinks colors of crossroads 14th Avenue International/ E 14th ribrant pink/magenta/pastels bstracted symbols shimmer/mirror of cultures, reflection 14th Avenue International/E 14th Small TBD crayon box of bungalows strum of stories, cuentos de milagros 20th Avenue 24th Avenue glass and artist studio 1 Fruityale atino cultural icons from necklace or bracelet orange International at Miller ranges to deep magenta rich visual environment of charms, wishes, Large local businesses festive papel picado, maligaya my friend, welcome 31st Avenue International at 31th Median El Centro de la Vida, Viva Median TBD burnt orange 4 Large Medium festivals that are part milagros that use Fruitvale International at 34th of California and Bay Area city streets beats la canción images of everyday icons, music, social lverse cultural life Vive tus sueños International at 44th Madina Large velvet night, bay breezes Mediun International at 48th Median 1 TBD irquise/ greens memories transformation nuts and bolts mapping memories, shift transmit transform Seminary International at 58th Median Medium 63rd Avenue Median exchange of knowledge pioneers in education Cultivating, Innovating, Creating International at 63th Medium 67th Avenue International at 67th Median Medium gears turning, chuming work sone and manufacturing Hegenberge global and local, sports arena kites flying, floating Median Median Large Coliseum holding legacies, in the field, on the court, crowds roar egacles and Imagination silver 77th Avenue International at 77th Medium musical abstract patterns 32nd Avenue TBD music city, comer bop at the bus stop International at 82nd

90th Avenue

98th Avenue

103rd Avenue

Durant

Begier Begier

Downtown SL

International at 90th

International at 96th

International at 98th

International at 103rd

E14th at Durant

E14th at Georgia

E14th at Begier/Lorraine E14th at Begier/Lorraine

E14th at Georgia

Davis at Hays

Median

Median

Side Side

Side

Side

SB

NB SB NB SB

1 NB

Medium

Medium

Small

Small

Small

Small

Small

TBD

TRD

TBD

8

pathways to other worlds

shimmering/ our hellos

onther together/ we dream

BBQ blues and the black crowned night heror

bouquets like promises/dahlias open to city air

under constellations, mythic moments, hearts full of grace

pink and blue collars, backbone of the bay

Grey Highway to the Blue Skyway

rails sing/through wired airways

violet blues

metallics

reds pinks

cherry red



Artistic Enhancement Themes for Station Clusters

<u>Downtown</u> t

time

architecture

history

Chinatown

Chinatown/ markets

Nature/lake/estuary

historic wildlife refuge

for ducks - family festivals

Eastlake

Southeast Asian

Native American

flows of friendship

cycles of nature

food and fabric businesses

weaving stories, children

San Antonio

intersecting cultures and neighborhoods

glass and artist studios

Fruitvale

Latino cultural icons from

rich visual environment

local businesses

festivals that are part

of California and Bay Area

diverse cultural life

Havenscourt/

Lockwood

commerce, work pride

memories, transformation

exchange of knowledge

Hegenberger

global and local, sports arena

legacies and imagination

airport

Elmhurst

African American

South Pacific Islander

blues, music, mythic symbols

community centers, workers,

historic clubs, universal themes

<u>San Leandro</u> urban garden

cherries and dahlias

family and cultural life

histories and nature

local and global connections

technological

innovations

Artistic Enhancement Icons for Stations

Downtown downtown clock

clock hands

deco patterns

Chinatown ducks, birds

stylized waves

Asian/Chinese design

weaving/ fabric in Eastlake

horizontal flow lines

noodle bowls

Native American symbols

infinity sign, mobius San Antonio

abstracted symbols

Fruitvale

necklace or bracelet

of charms, wishes. festive papel picado,

milagros that use

images of everyday

icons, music, social life

Havenscourt/

turning gears Lockwood nuts and bolts

pioneers in education

and manufacturing

Hegenberger kites flying, floating

headphones and

musical abstract patterns

Elmhurst wheels in motion

hubcap designs

with mythic icons

train tracks and trees

cultural institutions

San Leandro

garden designs, flowers

and horticulture

connecting wires and

pathways

Atisto Enhance

Footsteps in Time/Deco Dance Saxophone Tracks/Evening Overtures Rhythms/Gather Counting Steps/in Urban Flow Hub Murmurs spires of power, corridors of culture/sidewalk glistening Hidden Treasures/dim sum, friday market greens delicate teacups/ hold ginger and jasmine City Wildlife, 'urbanature' Estuary crests city shore/Festivals Urban Classic Duck Pho Food Fabric/ weaving stories friendship flows/ along cultural corridors children swing, reach the sky little creeks flow/ running to the bay Overlapping

ebbin' flow

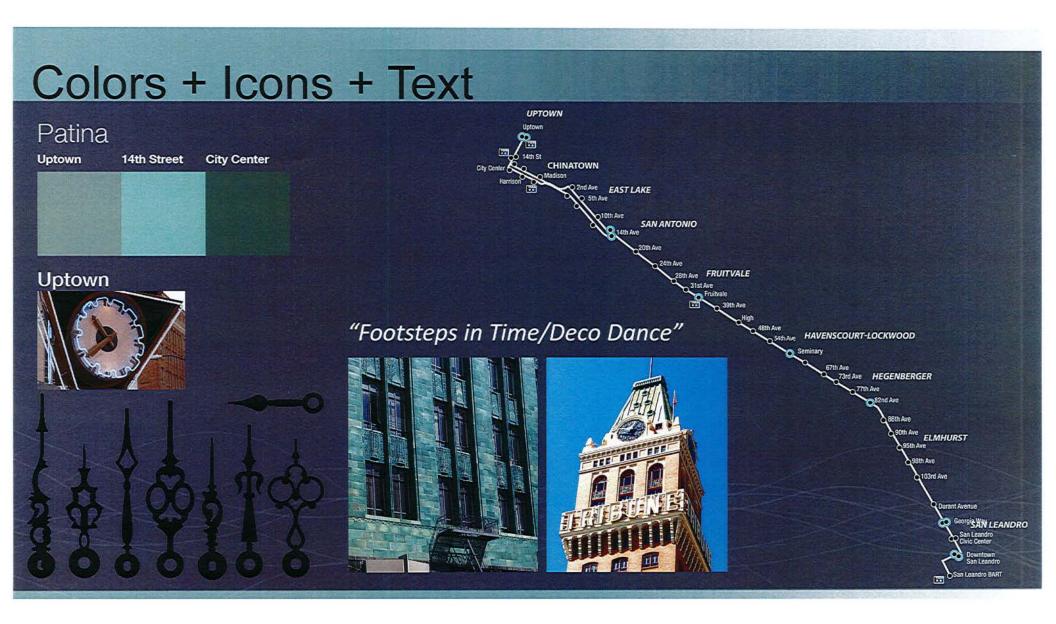
colors of crossroads

crayon box of bungalows

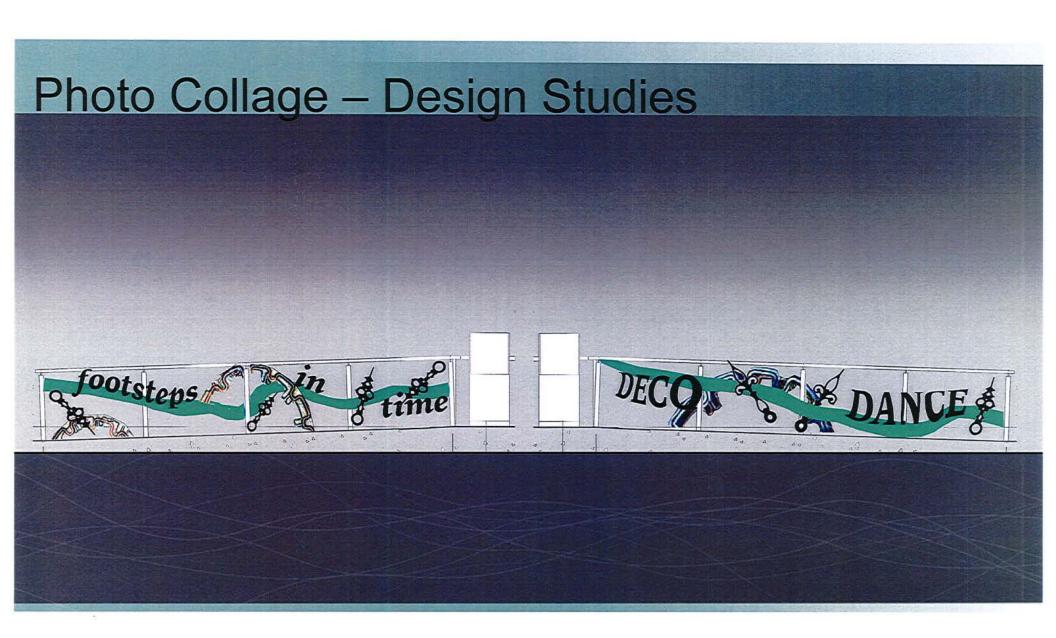
shimmer/mirror of cultures, reflection

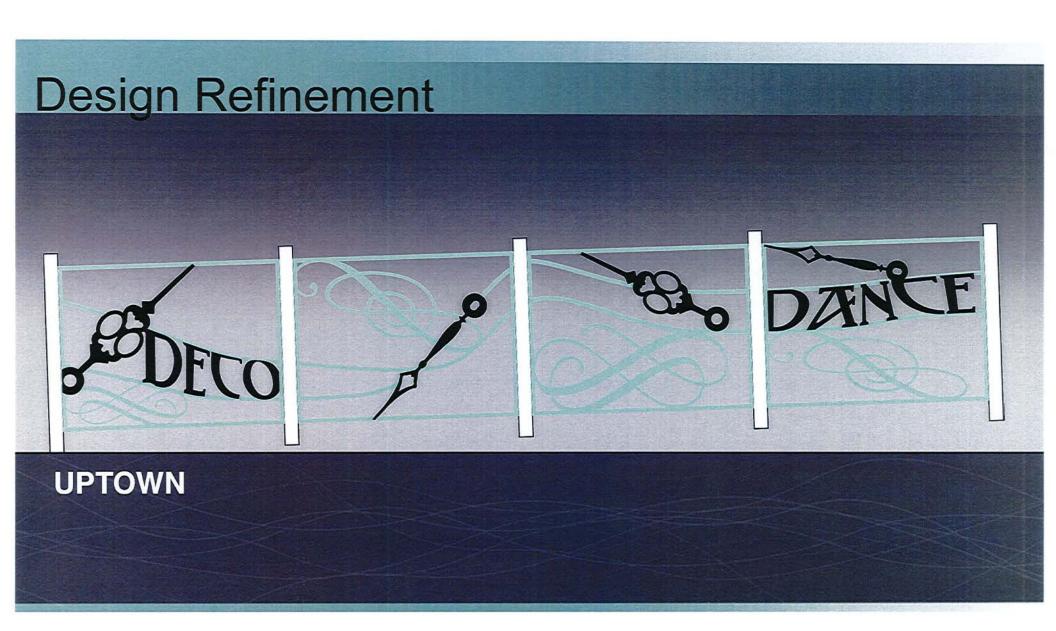
strum of stories, cuentos de milagros papel picado dancing in the wind maligaya my friend, welcome El Centro de la Vida, Viva city streets beats la canción Vive tus sueños velvet night, bay breezes commerce connections, the rails rumble mapping memories, shift, transmit, transform Cultivating, Innovating, Creating gears turning, churning work song Flights of the imagination Coliseum holding legacies, in the field, on the court, crowds roar music city, corner bop at the bus stop Oakland rides on the dragons of the East Bay BBQ blues and the black crowned night heron pink and blue collars, backbone of the bay Grey Highway to the Blue Skyway under constellations, mythic moments, hearts full of grace

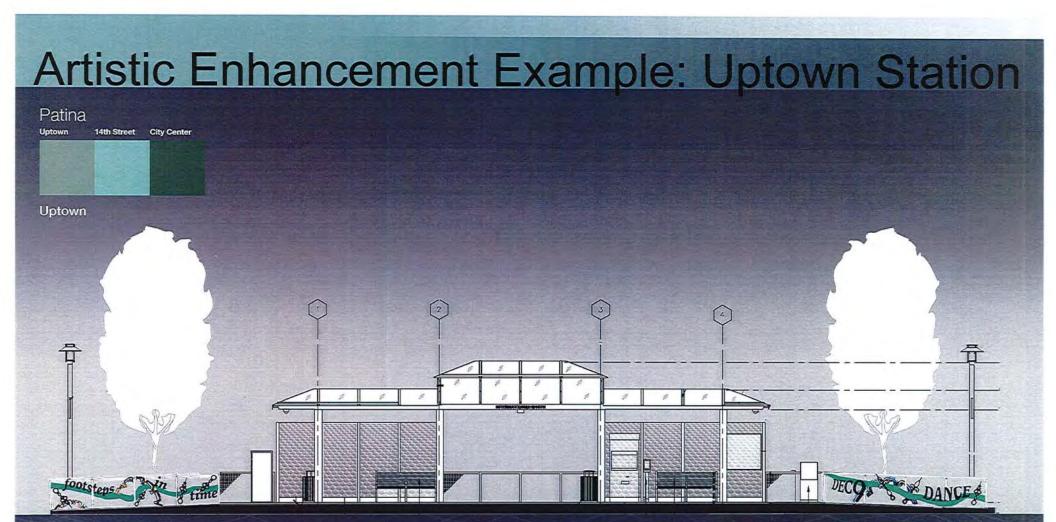
cherry songs blossom
bouquets like promises/dahlias open to city
air
wishes enveloped red
rails sing/ through wired airways
shimmering/ our hellos
sidewalk strollers/ in urban flow
gather together/ we dream
pathways to other worlds



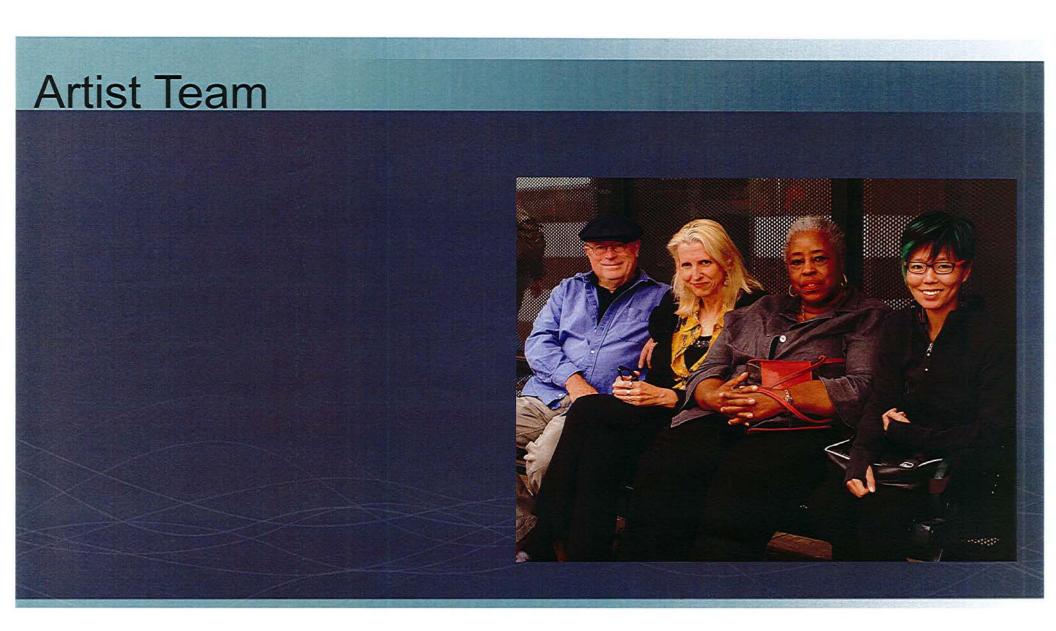








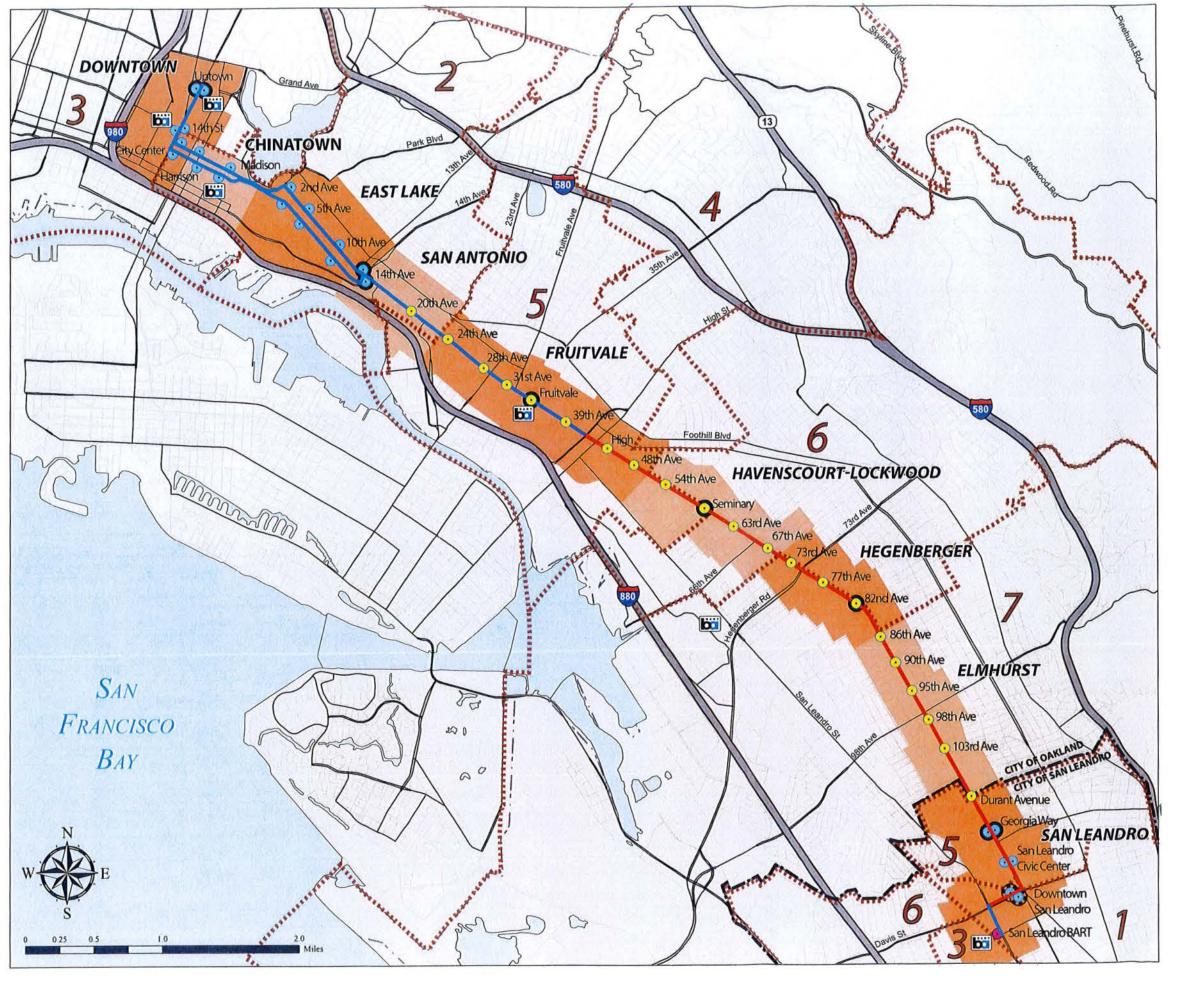
NOTE: Illustration shows artistic design of handrail panels but not full artistic enhancement treatment of windscreens



East Bay BRT Artistic Enhancement - Overview of Station Themes, Icons, Flow Line, Color & Platform Text 9/30/2014

				Layers of Artistic E	nhancement Elements										
Station Cluster	Theme	loon	Flow Line	Color	Text	Station Name	Platform Locations	# of Plat- forms	Dir	Station Configuation	Canopy Size	Standard vs. Enhanced	# of Standard Handrails	# of Handrail Panels	# of Windscree Panels
OAKLAND															
Downtown Deco green shades	time architecture	downtown clock clock hands	Ribbon	patina blues	Footsteps in Time/Deco Dance Saxophone Tracks/Evening Overtures	Uptown Uptown	Broadway at 20th Broadway at 19th	1	SB NB	Side Side	Large Large	E	2 2	8	TBD
	history	deco patterns		deco shades	Rhythms/Gather Counting Steps/in Urban Flow Hub Murmurs	14th Street 14th Street	Broadway at 14th Broadway at 14th	1	SB NB SB	Side Side Side	Large Large Large	S S	2 2	8 8 4	
	U		1		spires of power, corridors of culture/sidewalk glistening	City Center City Center	11/12th at Broadway 11/12th at Broadway	13	NB	Side	Large	S	2	8	
Chinatown red - red purple	Chinatown/ markets Nature/lake/estuary	ducks, birds stylized waves	Lake	vermillion	Hidden Treasures/dim sum, friday market greens delicate teacups/ hold ginger and jasmine	Harrison Harrison	11/12th at Harrison 11/12th at Harrison	1	SB NB	Side Side	Small Small	S	2 2	8 8	
	historic wildlife refuge for ducks - family festivals	Asian/Chinese design		red - purple	City Wildlife, 'urbanature' Estuary crests city shore/Festivals Urban Classic Duck	Madison Madison	11/12th at Madison 11/12th at Madison	1	SB NB	Side Side	Small Small	S S	1 2	8	
Eastlake indigo blues	Southeast Asian Native American	weaving/ fabric in horizontal flow lines	Coast	indigo blue	Pho Food Fabric/ weaving stories friendship flows/ along cultural corridors	2nd Avenue 2nd Avenue	International/ E 12th at 2nd International/ E 12th at 2nd	1	SB NB	Side Side	Small Small	S	2 2	8	
	flows of friendship cycles of nature food and fabric businesses	noodle bowls Native American symbols		lighter indigo blue	children swing, reach the sky little creeks flow/ running to the bay	5th Avenue	International/ E 12th at 5th International/ E 12th at 5th	1 1	SB NB	Side Side Side	Medium Medium Medium	S	2	4 8 4	-
(weaving stories, children			lighter indigo blue	Overlapping ebbin' flow	10th Avenue 10th Avenue	International/ E 12th at 10th International/ E 12th at 10th	1	SB NB	Side	Medium	S	2	8	
San Antonio vibrant pink/magenta/pastels	intersecting cultures and neighborhoods	infinity sign, mobius abstracted symbols	Ribbon	red pinks pastels	colors of crossroads shimmer/mirror of cultures, reflection	14th Avenue 14th Avenue	International/ E 14th International/ E 14th	1	SB NB	Side Side	Small Small	E	1 2	4 8	TBD TBD
Fruitvale	glass and artist studios Latino cultural icons from	necklace or bracelet	Ribbon	orange	crayon box of bungalows	20th Avenue 24th Avenue	International at 20th	1		Median Median	Medium	S	1	6	
oranges to deep magenta	rich visual environment	of charms, wishes, festive papel picado,	Kibbon	orange	strum of stories, cuentos de milagros papel picado dancing in the wind maligaya my friend, welcome	28th Avenue 31st Avenue	International at Miller International at 28th International at 31th	1		Median Median	Large Medium	S	1	6	
	festivals that are part of California and Bay Area diverse cultural life	milagros that use images of everyday icons, music, social		burnt orange	El Centro de la Vida, Viva city streets beats la canción Vive tus sueños	Fruitvale 39th Avenue High	International at 34th International at 39th International at 44th	1 1	5	Median Median Median	Large Medium Large	E S	1	6	6 TBD
		life		magenta	velvet night, bay breezes	48th Avenue	International at 48th	1		Median	Medium	S	1	6	
Havenscourt/Lockwood durquise/ greens	commerce, work pride memories, transformation exchange of knowledge	turning gears nuts and bolts pioneers in education	Creek	turquoise greens	commerce connections, the rails rumble mapping memories, shift, transmit, transform Cultivating, Innovating, Creating	54th Avenue Seminary 63rd Avenue	International at 54th International at 58th International at 63th	1 1		Median Median Median	Medium Medium Medium	S E S	1 1	6 6	TBD
Hegenberger blues/silver	global and local, sports arena legacies and imagination	and manufacturing kites flying, floating headphones and	Coastline	perriwinkle blues silver	gears turning, churning work song Flights of the imagination Coliseum holding legacies, in the field, on the court, crowds roar	73rd Avenue 77th Avenue	International at 67th International at 73rd International at 77th	1 1	:	Median Median Median	Medium Large Medium	S S S	1 1	6 6	
	airport	musical abstract patterns		SIVO!	music city, corner bop at the bus stop	82nd Avenue	International at 82nd	1	1.25	Median	Medium	E	1	6	TBD
Imhurst fiolet blues - metallics	African American South Pacific Islander blues, music, mythic symbols	wheels in motion hubcap designs with mythic icons	Coastline	violet blues metallics	Oakland rides on the dragons of the East Bay BBQ blues and the black crowned night heron pink and blue collars, backbone of the bay	86th Avenue 90th Avenue 95th Avenue	International at 86th International at 90th International at 95th	1 1	:	Median Median Median	Medium Medium Medium	SSS	1 1	6 6 6	
	community centers, workers, historic clubs, universal themes	train tracks and trees cultural institutions			Grey Highway to the Blue Skyway under constellations, mythic moments, hearts full of grace	98th Avenue 103rd Avenue	International at 98th International at 103rd	1	1	Median Median	Medium Medium	S S	1	6	
SAN LEANDRO															
San Leandro floral reds	urban garden cherries and dahlias family and cultural life	garden designs, flowers and horticulture connecting wires and	Ribbon	reds pinks	cherry songs blossom bouquets like promises/dahlias open to city air wishes enveloped red	Durant Georgia Georgia	E14th at Durant E14th at Georgia E14th at Georgia	1	SB NB	Median Side Side	Medium Small Small	S	2 2	12 8	TBD TBD
	histories and nature local and global connections	pathways			rails sing/ through wired airways shimmering/ our hellos	Begier Begier	E14th at Begier/Lorraine E14th at Begier/Lorraine	1	SB NB	Side Side	Small Small	S	2 2	8	
	technological innovations			cherry red	sidewalk strollers/ in urban flow gather together/ we dream pathways to other worlds	Downtown SL Downtown SL SL Bart	Davis at Hays Davis at Hays San Leandro BART	1	SB NB	Side Side Side	Small Small Large	E	2 2	8	TBD TBD

= "Enhanced" Station



Station Overview -Artistic Enhancement Treatments

Median Station (21 platforms)

Curbside Station (12 pairs of platforms)

San Leandro BART Station (1 single platform

Route on City Street

State Route 185
(Caltrans right-of-way)

Neighborhood Districts

--- Oakland/San Leandro Boundary

City Council District Boundary

7 City Council District Number

LEVEL OF ARTISTIC ENHANCEMENT

"Standard" Treatment (Handrails Panels)

"Enhanced" Treatment (Handrails Panels plus Upper Windscreen and/or Lower Windscreen and/or Airspace under Canopy Roof)

Potential "Enhanced" Treatment
Pending supplemental funding from
City of San Leandro

Task Timeline:		1000000	nth 1 pril)	1000000	nth 2 May)	QP10563192	nth 3 ine)	1000000	nth 4 luly)		onth 5 Aug)	Mor (Se	No.	1000000	nth 6 Oct)		onth 7 Nov)	onth (Dec		Monti (Jan '				Mont (Ma	SECTION STATE	10000	2010 2/22/ o 9/30	16
EB-BRT MASTER SCHEDULE	On the Second Second Second	013		NI		1010		00		191		N.		Me			13		100	1181		3 9	VI V	2 77			00	
65% Design Submittal									2012											1000000								-
Draft 100% Design Submittal							10		120	TE.	2					H		1		1111			////					
Final 100% Design Submittal					-											П												
Station Construction																												4
Canopy Construction																	1											
EB-BRT ARTISTIC ENHANCEMENT SCHEDULE		817	310	513				NIV.					840	2013	9111									83	00		Als	
Task 2: Mobilization																												
Kick-off Meeting/NTP/Contract			KONT																									
Research and design of panels and materials																												
Meetings with Youth Organizations in San Leandro and Oakaln	d			1	1																							
PAAC Meeting/San Leandro Staff Briefing						#																						
Meetings with Third Party Partners (Oakland, San Leandro, oth	er?)																				T							
Task 3: Pre-Concept Design			Ħ							T												1						1
Refinement of Concept Proposal for use at Community Meeting	Artist Team prepares meeting materials			Ī									Ш															
Three (3) Community Meetings	On June 23, June 24 and June 26					J 23/24	une C 1/26 M	-																				
Task 4: Schematic Design																												
Schedmatic Design	Artist Team makes draft selection of which opportunities to use at enhanced station; Artist Team and BRT Team (Design and ACT) strategize approach to PAAC/SL and PSC Meetings																											
Corridor-wide Approach	Artist Team submits summary of corridor-wide approach																											
Task 5: Design Development																												
Design Development	includes preliminary fabrication budget for all AEs																											
Presentation to District Executive Staff	Artist Team presents refined design approach to District Executive staff										D E S																	
City of Oakaind and San Leandro Staff Briefing	Informational meeting with city staff to present the refined design approach												# 2															Ī
PSC Meeting	Informational meeting with Policy Steering Committee to present the refined design approach												P S C															
Continuing Design Development	Artists make adjustments to design based on received comments and preliminary fabrication budget for all AEs																											
Task 6: Construction Documentation																												

REVISED EB-BRT DRAFT Final Artistic Enhancement Schedule (September 4, 2014)

Attachment 4

		 Team Activ	4.5	1000	Team Submitt	%	bmittal Revie	Destad		
Fask 12: As-Built Submittal and Final Reports	includes final mainatenance recommendations report									
Task 9: Constrcution Administration										
Task 7: Fabrication Files for Fabricators and Mobilization for Construction	A separate schedule for Fabrication and Construction will be issued later in 2014 (Fabrication will occur in 2015, Installation in 2016)									
Final Constrcution Documents	Final adjustments based on stakeholder review comments									
Draft Final Constrcution Documents	Revisions to Draft CDs prior to final client review (Artist Team submits to Parsons on 12/15/2014, Parsons submits to AC Transit on 1/02/2015)						10.	•		
Draft Construction Documents	all proposed designs in elevation and all connection and foundation details; artists make adjustments necessary to stay within the available capital budget; Artist Team submits draft to Parsons for internal review on 11/26									

166