TO: AC Transit Board of Directors  
FROM: Michael A. Hursh, General Manager  
SUBJECT: Pass-through Funding agreement with City of Albany

ACTION ITEM

RECOMMENDED ACTION(S):

Consider authorizing the General Manager or his designee to execute a pass-through funding agreement with the City of Albany to build a parklet and bus stop.

BACKGROUND/RATIONALE:

In 2014, the District was awarded $100,000 of Regional Measure 2 (RM2) Safe Routes to Transit bridge toll funds from the Metropolitan Transportation Commission (MTC), TransForm, and Bike East Bay to develop the concept of a parklet that doubles as a bus stop. Of the total funds, $30,000 is dedicated to design and construction of a “proof of concept.”

In Spring 2016, the City of Albany approached AC Transit with a request from a local business to convert an existing bus stop into a parklet at 1200 Solano Avenue. The business owners own both As You Wish frozen yogurt (1200 Solano Avenue) and the adjacent café, Hal’s Office (1207 Solano Avenue). The fronting bus stop is a pull-out stop which is difficult to maneuver out of because of the design of the curb.

AC Transit staff has been working closely with City of Albany and the business owners to design a parklet that will function as both outside seating for the business and a more convenient and comfortable bus bulb for AC Transit customers. Key design features include:

- ADA accessibility for both the parklet and bus stop;
- Bench seating and landscaping at the bus stop; and
- Possible pedestrian-scale lighting improvements.

In discussions with the City and business owners, it was determined that the most efficient way of creating the parklet is for the business owners to contract for design and construction. The City of Albany will then provide the funding to the business owners to design and build the parklet, at an estimated total cost of $43,000.

Via the pass-through funding agreement shown in Attachment 1, the District will contribute a maximum of $25,000 to the City of Albany as a share of the construction costs. Per Board Policy 324, these funds can only be transferred to other government agencies, and the funding is not federal. To satisfy the administrative cost offset the remaining $5,000 of the $30,000 total “proof of concept” funds will be held by the District for planning and promotion of the project.

Staff attests that the “burden” of this agreement is well within the capacity of existing
resources. The reporting requirements of the funding source are minimal, and it is expected that staff will need to process no more than one or two reimbursement requests in total.

**BUDGETARY/FISCAL IMPACT:**

The District has received $100,000 in RM2 funds, and will pass-through a maximum of $25,000 to the City of Albany. There is no matching requirement for these funds.

**ADVANTAGES/DISADVANTAGES:**

*Advantages*

Transferring the funds to the City of Albany allows AC Transit to contribute to construction of the parklet within the parameters of Board Policy 324. The City of Albany will then distribute the funds to the business owners in the form of economic development grants as part of the City’s parklet pilot program. The District will not be responsible for any additional funding other than the amount stipulated in this agreement, and any cost overruns will be borne by the business owners. The District will also avoid the challenges of managing a small capital project for construction in the right-of-way of another agency.

This parklet bus stop project will be the first of its kind in the region. Regional and national transit organizations have expressed interest in receiving information about the process and outcome of the project.

*Disadvantages*

The main disadvantage is less direct control of funds in the event of a problem (cost overruns, delay, etc). Staff will not be directly involved in construction and will have limited control over cost overruns and delays. However, the District will continue to provide oversight and monitoring throughout the project.

**ALTERNATIVES ANALYSIS:**

Rather than transfer funds to the City of Albany, the District could retain the funds to pay for design and construction directly. This alternative has several disadvantages:

- **Procurement timeline:** The District’s procurement and implementation process for design and construction will undoubtedly extend beyond February 2018, the expiration date of these grants;
- **Loss of private funding:** If the District builds the parklet, it is highly unlikely the business owners will contribute private funds; and
- **Responsible for any cost overruns:** If the District builds the parklet, the District alone will be responsible for any cost overruns.

**PRIOR RELEVANT BOARD ACTION/POLICIES:**

SR 14-017 - Apply for Regional Measure 2 funds for Safe Routes to Transit Projects

**ATTACHMENTS:**

1. Pass-through funding agreement between AC Transit and City of Albany with Exhibit A
MEMORANDUM OF UNDERSTANDING
BETWEEN
ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
AND
CITY OF ALBANY

This Memorandum of Understanding (MOU) is entered into this _____ day of ______, 2017, by and between the Alameda-Contra Costa Transit District ("AC Transit"), a public transit operator, and the City of Albany ("Recipient"), a municipality located in Alameda County in the State of California.

RECITALS

WHEREAS, AC Transit received $100,000 ("Project Funding") from the Metropolitan Transportation Commission (MTC) Regional Measure 2 to support a Bus Bulb Parklet Design ("Project"); and

WHEREAS, AC Transit is working in partnership with the recipient to deliver the Project; and

WHEREAS, Recipient and or Sub-recipient will perform design and construction and related activities for the Project by the City directly and through a sub-contract with the As You Wish business owners, Bonnee and Abraham Elterman, for a not-to-exceed total of $43,350 with scope as specified in Exhibit A; and

WHEREAS, AC Transit will contribute up to $25,000 of the Project Funding towards the design and construction phase of the Project; and

WHEREAS, Recipient and Sub-recipient are required to follow MTC requirements for eligible expenses of Regional Measure 2 funds;

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth below, AC Transit and Recipient agree that the undertaking described in this MOU shall be implemented in accordance with the following:

1. JOINT RESPONSIBILITIES:

A. The Project Funding that will be received by Recipient pursuant to this Agreement requires that AC Transit remain responsible for compliance with all terms, conditions, and requirements associated with the grant. The parties hereby agree, notwithstanding the grant requirements, that, as between the parties, it is the parties' intent, and Recipient agrees, that Recipient and Sub-recipient shall, to the fullest extent permitted by law, be fully responsible for
complying with all terms, conditions, and requirements associated with the applicable grant or grants. The specific responsibilities in this section and elsewhere in this agreement may not be construed or interpreted as in any way restricting, limiting, or modifying the general responsibilities imposed by this section. The recipient acknowledges that its commitment to assume such responsibilities is a material inducement for AC Transit to enter into this Agreement.

2. AC TRANSIT RESPONSIBILITIES:

   A. AC Transit will prepare Annual Reports for submission to MTC in accordance with MTC reporting guidelines. Reports will be prepared based on activity reports submitted to AC Transit by the Recipient. Activity reports will be due on June 1st and December 1st of 2017 to AC Transit, for the duration of the Project.

   B. AC Transit will process invoices submitted by Recipient for cost reimbursement within 60 days of receipt of invoice if submitted in the proper format and accompanied by acceptable supporting documentation of expenditures, including copies of invoices submitted by Sub-recipient and processed by Recipient. Total payment will not exceed the amounts specified in this agreement.

   C. AC Transit shall indemnify, defend, and hold harmless the Recipient, its officers, directors, employees, agents, and volunteers from and against any and all liability, loss, expense (including attorneys’ fees), or claims for injury or damages arising out of its performance under this MOU, or its failure to comply with any of its obligations contained herein, except such loss or damage which was caused by the negligence or willful misconduct of the Recipient or Sub-recipient.

3. RECIPIENT RESPONSIBILITIES:

   A. No Guarantee of Additional Funding. Recipient agrees that AC Transit has no obligation to provide funds in excess of the amount specified to recipient, unless there is approval of additional grant funding for the project and both parties execute a written amendment to this agreement to reflect any additional funding. The recipient agrees that AC Transit is not obligated to provide funds not funded by the Project Funding.

      Recipient Initial: ____

   B. Recipient Responsible for Costs in Excess of Award. Recipient acknowledges that AC Transit will only pass through project funding it has already been awarded. Recipient agrees that it is responsible for any project costs that exceed the amount awarded to the recipient, including costs that exceed the estimated costs of the project.
Recipient Initial: ____

C. **Treatment of Disallowed Costs.** Recipient acknowledges that it is responsible to fully refund AC Transit any payments made under this agreement that are subsequently disallowed by MTC or that are determined by audit to be disallowed.

Recipient Initial: ____

D. **Reimbursable Costs.** Recipient agrees that only actual, allowable, necessary and reasonable costs, including allowable administrative costs, are reimbursable and that all costs invoiced to AC Transit will comply with MTC requirements. Recipient will provide invoices and accompanying documents to AC Transit for reimbursement of funds. Recipient will be responsible for maintaining all applicable records in compliance with auditing requirements as stated in the agreement between Recipient and MTC for the receipt of Project Funding.

Recipient Initial: ____

E. **Funding Terms.** Recipient shall comply with all MTC program requirements, stipulations, and terms and conditions in order to receive project funds.

Recipient Initial: ____

F. **Reporting Requirements.** Recipient will annual activity reports to AC Transit detailing project activities and costs for the duration of the project. These reports will be the basis of the annual reports submitted to MTC by AC Transit on July 31 for the duration of the project.

Recipient Initial: ____

G. **Invoicing Requirements.** Recipient may submit invoices to AC Transit as frequently as monthly for reimbursement of eligible project costs in a form acceptable to AC Transit, along with a description of project activities. Invoices should include the time period for the invoice and itemized staff charges to the project. Each invoice will also include documentation of claimed expenditures as a condition of cost reimbursement. Recipient shall pay sub-contractors or sub-recipients in a timely manner, and proof of payment to sub-contractors or sub-recipients is required documentation for invoices to AC Transit.

Recipient Initial: ____
4. EXCULPATION

A. It is expressly understood by recipient that AC Transit is providing project funds solely as a project sponsor and that recipient shall be fully responsible for ensuring compliance with grant terms, program and legal compliance, necessary record-keeping, and shall be responsible for any and all penalties, claims, fines, or expenses of any kind whatsoever, arising out of the use of Project Funds. AC Transit and recipient agree that neither AC Transit nor any director, officer, agent or employee of AC Transit (collectively “AC Transit Parties”) shall be legally responsible for any claim, loss, damage, or liability of any kind arising out of or related to Recipient’s actions or Sub-recipient’s actions under the program or in connection with this agreement, including (but not limited to) damages or liability occurring by reason of malfeasance or misuse of project funds, improper allocation of funds (regardless of Recipient’s intent or Sub-recipient’s intent), failure to comply with any local, state, federal, or other regulatory laws or requirements, improper recordkeeping, negligent hiring, or any contract or tort claims arising from Recipient’s or Sub-recipient’s operations.

B. To the fullest extent permitted by law, recipient waives all claims (in law, equity, or otherwise) against AC Transit arising out of, knowingly and voluntarily assumes the risk of, and agrees that AC Transit shall not be liable to Recipient or Sub-recipient for any of the following:

   a. Injury to or death of any person; or

   b. Loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause.

C. AC Transit shall not be liable under this clause regardless of whether the liability results from any active or passive act, error, omission, or negligence of any of the AC Transit Parties; or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed on any AC Transit Parties.

D. This section shall survive the expiration or earlier termination of this Agreement until all claims within the scope of this section are fully, finally, and absolutely barred by the applicable statutes of limitations.

E. Recipient acknowledges that this section was negotiated with AC Transit, that the consideration for it is fair and adequate, and that Recipient had a fair opportunity to negotiate, accept, reject, modify, or alter it.

F. Waiver of Civil Code section 1542. With respect to the exculpation provided in this section, Recipient waives the benefits of California Civil Code §1542, which provides:
a. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

5. INDEMNIFICATION

A. Recipient agrees to fully defend, indemnify, and hold harmless AC Transit to the maximum extent permitted by law from and against all claims, suits, losses, damages, injuries, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), charges, assessments, fines and penalties of any kind (including consultant and expert expenses, court costs and reasonable attorneys’ fees actually incurred), from any cause (“Claims”), arising out of or relating (directly or indirectly) to this Agreement, including (a) any act, error, failure to act, or negligence of Recipient or Sub-recipient or of the Recipient or Sub-recipient’s officers, agents, directors, employees, contractors, subcontractors, invitees, guests, licensees, or any of them (including failure to comply with any applicable laws, rules, regulations, orders, decrees) and (b) any breach or default in performance of any obligation on Recipient’s part to be performed under this Agreement, including obligations which survive expiration or earlier termination of this Agreement under the terms of this Agreement.

B. AC Transit agrees to fully defend, indemnify, and hold harmless the Recipient to the maximum extent permitted by law from and against all claims, suits, losses, damages, injuries, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), charges, assessments, fines and penalties of any kind (including consultant and expert expenses, court costs and reasonable attorneys’ fees actually incurred), from any cause, arising out of or relating (directly or indirectly) to this Agreement, including (a) any act, error, failure to act, or negligence of AC Transit or of its officers, agents, employees, contractors, subcontractors, invitees, guests, licensees, or any of them (including failure to comply with any applicable laws, rules, regulations, orders, decrees) and (b) any breach or default in performance of any obligation on AC Transit’s part to be performed under this Agreement, including obligations which survive expiration or earlier termination of this Agreement under the terms of this Agreement.

C. This indemnification extends to and includes Claims for:

a. Injury to any persons (including death at any time resulting from that injury);

b. Loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction); and

c. All economic losses and consequential or resulting damage of any kind.
D. Except as provided in this section, the indemnification in section 3.A shall apply regardless of the active or passive negligence of AC Transit Parties and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on AC Transit Parties. The indemnification in section 3.A shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a Claim against one AC Transit Party was proximately caused by the willful misconduct of that AC Transit Party. In that event, however, this indemnification shall remain valid for all other AC Transit Parties.

E. To the fullest extent permitted by law, Recipient agrees to provide AC Transit with a full legal defense of any claims, with the counsel of AC Transit's choosing. Recipient's defense obligation shall arise upon tender of a claim by AC Transit, and continue until the claim is resolved to AC Transit's satisfaction, whether by settlement, adjudication, or other means. Recipient shall pay for AC Transit's actual defense costs, including attorneys' fees, costs of suit, costs authorized by statute or pursuant to law, cost of litigation consultants, expert witnesses, and document fees. Recipient's duty to defend AC Transit Parties is separate and independent of Recipient's duty to indemnify AC Transit Parties. The duty to defend includes claims for which Agency Parties may be liable without fault or strictly liable. The duty to defend applies regardless of whether the issues of negligence, liability, fault, default, or other obligation on the part of Recipient Parties have been determined. The duty to defend applies immediately, regardless of whether AC Transit Parties have paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any claims. It is the express intention of the parties that AC Transit Parties be entitled to obtain summary adjudication or summary judgment regarding Recipient's duty to defend AC Transit Parties at any stage of any claim or suit within the scope of this section.

F. The indemnification provided in this section may not be construed or interpreted as in any way restricting, limiting, or modifying Recipient's and or Sub-recipient's insurance or other obligations under this Agreement and is independent of Recipient's and or Sub-recipient’s insurance and other obligations. Recipient's compliance with the insurance requirements and other obligations under this Agreement shall not in any way restrict, limit, or modify Recipient's indemnification obligations under this Agreement.

G. The prevailing party shall be entitled to recover its actual attorney fees and court costs incurred in enforcing the indemnification clauses set forth in this section.

H. The clauses of this section shall survive the expiration or earlier termination of this Agreement until all claims against AC Transit Parties involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.
6. AMENDMENT

A. The term of this MOU is March 25, 2017 through February 28, 2018. The parties may extend, terminate or otherwise modify this MOU by mutual consent. Any extension or modification shall be confirmed in writing. Either party may terminate this MOU upon sixty (60) days prior written notice. In the event of any early termination, questions regarding refund of any monies received by AC Transit will be negotiated with MTC.

7. NOTICES

A. Any notices which may be required under this MOU shall be in writing, effective when received and given by personal service or by certified or registered mail to the following:

AC Transit:
Michael A. Hursh, General Manager
1600 Franklin Street, Oakland, CA 94612

City of Albany:
Penelope Leach, City Manager
1000 San Pablo Avenue, Albany, CA 94706

8. DISPUTES

A. Any disputes arising under this MOU between the parties shall be resolved by the City Administrator, City of Albany, and the General Manager, AC Transit, or their designees. In the event that the Recipient and AC Transit are unsuccessful in informally resolving any dispute, the parties shall attempt to mediate the dispute by a mediator jointly selected by the parties before initiating any litigation. Such mediation may be requested by either party and shall be performed within 60 days of the request, unless extended by mutual agreement. The obligation to mediate shall be terminated in the event that the parties are unable to mutually agree upon a mediator.

- The parties shall equally bear the costs of any third party alternative dispute resolution process.

- The terms and conditions of this MOU represent the entire understanding of the parties with respect to the subject matter of this MOU. No other agreement, statement or promise relating to the subject matter of this MOU shall be valid or binding except by a written amendment to this MOU.
9. GOVERNING LAW

A. This MOU shall be governed by California law.

10. ASSIGNMENT

A. This MOU shall not be assigned to any third party.

11. SURVIVABILITY

A. If a court of competent jurisdiction finds or rules that any provision of this MOU is invalid, void, or unenforceable, the provisions of this MOU not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

12. EXECUTION

A. This MOU may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth below.

City of Albany

By: Penelope Leach
    City Manager

Alameda-Contra Costa Transit District

By: Michael A. Hursh
    General Manager

Date: ____________________________

Approved as to form and legality:
Craig Labadie, City Attorney

Date: ____________________________

Approved as to form and content:
Denise C. Standridge, General Counsel
EXHIBIT A

CITY OF ALBANY’S PILOT PARKLET PROGRAM
In support of AC TRANSIT’S SAFE ROUTES TO TRANSIT PROJECT

Summary:
In 2014, AC Transit received $100,000 of Safe Routes to Transit funds to develop the concept of a shared parklet/bus stop, including design and construction of a “proof of concept.” Staff has been working closely with the City of Albany and business owners to develop such a parklet on Solano Avenue. In order to apply the grant funds to design and construction, AC Transit will reimburse the City of Albany up to $25,000 for the explicit purpose of constructing the parklet project on Solano Avenue.

Background:

Parklets
A parklet is an adaptive reuse of an on-street parking space to provide new amenities such as seating, landscaping, bike storage, public art, wayfinding, or pedestrian scale shade or lighting. Parklets can be designed to offer all the benefits of a traditional concrete bulb-out including reduced delay, more convenient ADA access, and larger footprint for passenger amenities. Using parklets as a mechanism for these transit improvements has the added benefit of engendering greater community support, reducing environmental review burden, reducing capital costs, and truncating timeline for construction.

Albany Parklet Opportunity
In Spring 2016, the City of Albany approached AC Transit with a request from a local business to convert an existing bus stop into a parklet at 1200 Solano Avenue. The business owners own both As You Wish frozen yogurt (1200 Solano Ave) and the adjacent café, Hal’s Office (1207 Solano Ave). The bus stop fronting those businesses is a “pull-out” bus stop approximately 65’ long and 13’ deep. The bus stop is difficult to maneuver out of because of the curb is designed for angled parking, requiring greater lateral movement for entrance and egress. This location has been selected as the first shared bus stop/parklet in the region based on transit operational needs, community desires, city support, local business commitment, and the place-making opportunities for a successful demonstration.

Objective:
The parklet must meet the needs of all users, and must therefore function as both outside seating for the business and a convenient and comfortable bus bulb for transit users. To meet this objective, the key design features are:

- Bench seating and landscaping for all users;
• ADA accessible design for all users;
• 250+ square feet of queueing space for transit users off the sidewalk;
• 265+ square feet of café-style seating in front of a neighborhood-serving retail; and
• Possible pedestrian-scale lighting improvements.

Design details are available in the plans provided in Exhibit B.

**Insurance Liability**

As a condition of approval, the business owner is required by the City of Albany and AC Transit to list the City of Albany and AC Transit as additional insureds on the business owner’s general commercial liability policy for the duration of the project's construction. Policy limits must not be less than $1,000,000 per occurrence.

**Annual Renewal**

Annually, the City of Albany will renew the parklet permit following a parklet inspection to ensure the parklet is safe and in a state of good repair. Renewal will also require Business Owner to provide the City of Albany an updated certificate of commercial liability insurance (not less than $1,000,000).

**Cost Estimate**

Materials and construction is estimated to cost approximately $39,500 to $43,350. The range of costs accounts for optional features—canopy and/or pedestrian scale lighting. A breakdown of costs for materials, labor, and equipment are summarized below in Figure 1. Detailed cost estimates are provided in Exhibit C.

**Figure 1. Cost Estimates for Materials and Labor**

<table>
<thead>
<tr>
<th></th>
<th>Without Canopy or Lighting</th>
<th>With Canopy and Lighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials</td>
<td>$20,000</td>
<td>$23,500</td>
</tr>
<tr>
<td>Labor</td>
<td>$15,400</td>
<td>$15,400</td>
</tr>
<tr>
<td>Equipment</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>10% Contingency</td>
<td>$3,590</td>
<td>$3,950</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$39,490</strong></td>
<td><strong>$43,350</strong></td>
</tr>
</tbody>
</table>

AC Transit will contribute up to $25,000 of Safe Routes to Transit funds to the project. The City of Albany will contribute $10,000. The remaining costs, estimated to be between $4,490 to $8,350, will be paid by the parklet sponsor.

All cost overruns must be paid by the business owner. The business owner must have sufficient funds in place to complete the proposed work before beginning the implementation process. The business owner will be required to show proof that sufficient funds are available before permits are issued.
Reimbursement of Project Costs

Safe Routes to Transit funding for this project entails the reimbursement of project costs from the Metropolitan Transportation Commission (MTC) to AC Transit, from AC Transit to the City of Albany, and the City of Albany to the business owner for construction of a shared bus stop/parklet. AC Transit will reimburse the City of Albany up to $25,000 of the Safe Routes to Transit funds via a Memorandum of Understanding (MOU) for the explicit purpose of funding construction of the parklet.

The City of Albany will reimburse the business owner for eligible expenses in a timely manner. The City of Albany will invoice AC Transit for those eligible expenses, but will not withhold payment to the business owner pending payment from AC Transit. Likewise, AC Transit will reimburse the City of Albany for eligible expenses in a timely manner. AC Transit will invoice MTC for those eligible expenses, but will not withhold payment to the City of Albany pending payment from MTC.

Below is a general outline of events for the transfer of funds.

- Business owner pays costs for materials and labor
- Business owner invoices City of Albany for eligible costs
- City of Albany reimburses business owner through pilot parklet program in a timely manner
- City of Albany invoices AC Transit for eligible costs
- AC Transit reimburses City of Albany through general funds reserved for this project code
- AC Transit invoices MTC for eligible costs
- MTC reimburses AC Transit

Maintenance and Responsibilities
AC Transit, the City of Albany, and the Business Owner

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Task</th>
<th>Responsible Party</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Business Owner</td>
</tr>
<tr>
<td>Daily</td>
<td>Clean and empty any trash receptacles</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Clean moveable furniture, platform, seating and other parklet elements</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Deploy/remove moveable furniture and equipment</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Sweep ground surfaces and gutters</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Irrigate plants and trees</td>
<td>X</td>
</tr>
<tr>
<td>Weekly</td>
<td>Inspect ground surfaces for damage</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Report to City of Albany for repair</td>
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Page A-3 of 4
<table>
<thead>
<tr>
<th>On-going/As-needed</th>
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<tr>
<td>Inspect plants and trees for damage</td>
<td>X</td>
</tr>
<tr>
<td>Remove any debris that is impeding drainage flow along the curb and gutter beneath the parklet surface</td>
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</tr>
<tr>
<td>Provide pest control (if necessary)</td>
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</tr>
<tr>
<td>Power wash ground surfaces</td>
<td>X</td>
</tr>
<tr>
<td>Repair or replace damaged plants</td>
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<tr>
<td>Repair or replace moveable furniture or equipment</td>
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<tr>
<td>Abate graffiti on the parklet</td>
<td>X</td>
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<tr>
<td>Outreach and communications</td>
<td>X</td>
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<tr>
<td>Repair or replace bus pole, flag, or schedule case</td>
<td>X</td>
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<tr>
<td>Abate graffiti on the bus pole, flag, or schedule case</td>
<td>X</td>
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<tr>
<td>Maintenance of ground surfaces (sidewalk, road)</td>
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</tr>
<tr>
<td>Maintenance of concrete curb edge of parklet</td>
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</tr>
</tbody>
</table>

**Hours of Operation**

The parklet shall remain available for public use during the full span of transit service, approximately 5:30 AM – 1:00 AM.

**Timeline**

Below is a general timeline of events for this project:

- **3/20/2017** City of Albany approves funding agreement and parklet design
- **3/22/2017** AC Transit approves funding agreement
- **3/23/2017** Business owner is authorized to construct parklet
- **4/30/2017** Construction complete
- **5/1/2017** Business owner submits invoice to City of Albany for eligible costs
- **6/1/2017** City of Albany submits invoice to AC Transit for eligible costs
- **7/1/2017** AC Transit submits invoice to MTC for eligible costs
**ESTIMATE SUMMARY BY SECTION**

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<th>MATERIALS</th>
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<td>TEMPORARY BARRIERS TOTAL</td>
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<td>50 56 27</td>
<td>EQUIPMENT RENTAL TOTAL</td>
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**ESTIMATE DETAIL**

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<th>UNIT</th>
<th>MATERIALS</th>
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<td>50 56 23</td>
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**TOTAL MATERIALS, EQUIPMENT, LABOR.** $134.00

**CASH ALLOWANCE** $134.00

**STANDBY ALLOWANCE** $134.00

**PERCENT COSTS** $134.00

**COST TOTAL** $134.00
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<th>UNIT COST</th>
<th>TOTAL MATERIAL</th>
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**TOTALS**

- MATERIALS: $150.00
- LABOR: $45.00
- TOTAL: $215.00