

**MEMORANDUM OF AGREEMENT**  
between  
**ALAMEDA COUNTY TRANSPORTATION COMMISSION**  
and the  
**CITY OF SAN LEANDRO**  
for the  
**I-880 / DAVIS STREET INTERCHANGE LANDSCAPE IMPROVEMENTS**

This Memorandum of Agreement (“AGREEMENT”), dated for reference purposes only as of October 6, 2017, is by and between ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency (“ALAMEDA CTC”), and the CITY OF SAN LEANDRO (“COSL”), a public agency.

**RECITALS**

WHEREAS, ALAMEDA CTC and COSL (“PARTIES”) entered into a Memorandum of Understanding (“MOU”), A11-0061, on 07/21/2011 with amendment on 10/23/2014 to coordinate activities and responsibilities involving the Davis Street Interchange Improvement Project, the I-880 Southbound HOV Lane project, and the major improvements at the I-880/Davis Street Interchange and the I-880/Marina Boulevard Interchange together referred to herein as “COMPLETED PROJECT”, in order to provide an enhanced experience for motorists that travel the I-880 corridor and to reduce the disruption of traffic and inconvenience to residents of San Leandro and Alameda County;

WHEREAS, COSL desires to implement landscape improvements at the Davis Interchange location with a focus on replacing trees removed during construction of COMPLETED PROJECT, and other necessary improvements (together, “PROJECT”);

WHEREAS, COSL has identified \$674,940 in project funding towards the delivery of the PROJECT;

WHEREAS, ALAMEDA CTC agrees to design and construct the PROJECT; and

WHEREAS, this AGREEMENT was authorized by the governing body of the COSL City Council at its September 18, 2017 meeting;

NOW THEREFORE, the PARTIES mutually understand and agree to the following:

**SECTION I**  
**INTRODUCTION**

- 1.1 The Recitals above are true, correct and made a part hereof.
- 1.2 This AGREEMENT shall be legally binding on the PARTIES, and by executing the same, each PARTY hereby acknowledges that its governing body has given all approvals necessary therefor.
- 1.3 Except as amended hereby, all terms and conditions of the AGREEMENT will remain in full force and effect.

**SECTION II**  
**It Is MUTUALLY AGREED:**

2.1 COSL and ALAMEDA CTC shall take the necessary steps to secure \$539,940 of Fund A and COSL will secure and authorize \$135,000 of Fund B for a total PROJECT budget of \$674,940 as shown in APPENDIX A, attached hereto and by this reference incorporated herein.

2.2 ALAMEDA CTC shall design and construct the PROJECT as shown in APPENDIX B, attached hereto and by this reference incorporated herein.

2.3 ALAMEDA CTC shall seek reimbursement for Fund A as required by found source.

2.4 ALAMEDA CTC shall submit requests for payment to COSL as shown in APPENDIX A and COSL shall upon receipt of a completed reimbursement request, make payment within 30 days.

2.5 ALAMEDA CTC shall retain all books, documents, papers, accounting records and other evidence pertaining to costs of all projects mentioned herein for not less than three (3) years after the completion thereof. ALAMEDA CTC shall cooperate with COSL with an audit of such funds should one be necessary or ordered by a State or Federal agency with jurisdiction over the use of such funds.

2.6 ALAMEDA CTC shall provide monthly PROJECT updates and shall notify COSL of any potential PROJECT risks.

2.7 ALAMEDA CTC shall not commence with advertisement or award of the construction package without the concurrence of COSL.

2.8 ALAMEDA CTC shall endeavor to deliver the PROJECT within the total PROJECT budget. In the event additional funding is required to complete the project, COSL's commitment of Fund B will be increased or the scope of work decreased accordingly after mutual agreement of the parties.

2.9 Upon completion of the PROJECT, ALAMEDA CTC shall prepare a final report of expenditures and a payment to COSL of any unused Fund B.

2.10 This AGREEMENT shall terminate upon the acceptance of The Final Report of Expenditures or on April 30, 2022 whichever is earlier in time, unless this AGREEMENT is extended by mutual agreement of the parties.

2.11 This AGREEMENT contains the entire understanding between the PARTIES regarding the PROJECT, and no oral understanding or agreement not incorporated herein or therein shall be binding on any of the PARTIES hereto.

*[Signatures on the next page]*

IN WITNESS WHEREOF, ALAMEDA CTC has by order caused this AGREEMENT to be subscribed by the binding authority of the ALAMEDA CTC and COSL has by order caused this AGREEMENT to be subscribed by the binding authority of the COSL.

CITY OF SAN LEANDRO (COSL)

ALAMEDA COUNTY TRANSPORTATION  
COMMISSION (ALAMEDA CTC)

By:

By:

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Chris Zapata, City Manager

Date

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Arthur L. Dao, Executive Director

Date

Recommended by:

Recommended by:

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Keith R. Cooke  
Engineering and Transportation Director

Date

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Trinity Nguyen  
Director of Project Delivery

Date

Finance Department Review

Reviewed as to Budget/Financial Controls

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David Baum  
Finance Director

Date

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Patricia Reavey  
Director of Finance and Administration

Date

Approved as to Form:

Approved as to form and legality:

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Richard Pio Roda, City Attorney

Date

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Wendel, Rosen, Black and Dean LLP  
Counsel to ALAMEDA CTC

Date

**APPENDIX A**

**FUNDING SUMMARY**

Phase of Project	Fund A	Fund B COSL (Local Match)
Design	\$140,800	\$35,200
Construction, Plant Establishment	\$399,140	\$99,800
Total:	\$539,940	\$135,000
Total Project Funding:	\$674,940	
<b>Note:</b>  1. Payment of Fund B for the Design Phase eligible upon agreement execution.  2. Payment of Fund B for the Construction Phase eligible upon PROJECT award.		

## **APPENDIX B**

### **PROJECT SCOPE**

ALAMEDA CTC shall provide all Design and Construction Phase work required to implement the PROJECT in the areas as prioritized below and within the PROJECT budget.

1st Priority Area: Northwest cloverleaf area bounded by I-880, Davis Street, and the southbound loop on-ramp

2nd Priority Area: Southwest triangular area bounded by I-880, Davis Street, and the southbound diagonal on-ramp

3rd Priority Area: Southeast triangular area bounded by Davis Street, the northbound cloverleaf on-ramp, and the abutting neighborhood to the south

Design Phase work to be performed includes but is not limited to:

- Design (Alameda CTC consultant)
- Project management (Alameda CTC staff)
- Advertising cost and bid support (Alameda CTC staff and consultant)

Construction Phase work begins with PROJECT award and includes but is not limited to:

- Design support during construction (Alameda CTC consultant)
- Construction inspection and management (TBD)
- Construction Contract (Contractor)
- Project management (Alameda CTC staff)

Plant Establishment work begins with acceptance of Construction completion and includes but is not limited to:

- Plant establishment (1-3 years, dependent upon Caltrans requirements)
- Project oversight

*[Drawings on the next page]*



# I-880 MARINA BOULEVARD AND DAVIS STREET AESTHETIC/ARCHITECTURAL AND LANDSCAPE ENHANCEMENT DESIGN

