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www.AlamedaCTC.org

## DOCUMENT TRANSMITTAL

**TO:** City of San Leandro  
Engineering & Transportation Department  
Attn: Michael Stella, P.E., Principal Engineer  
835 East 14th Street  
San Leandro CA 94577

**DATE:** February 27, 2018

**REFERENCE:** A18-0021

**FROM:** Heidi Kettler, Administrative Consultant  
Alameda County Transportation Commission  
1111 Broadway, Suite 800  
Oakland, CA 94607

### WE ARE TRANSMITTING HEREWITH:

NUMBER OF ENCLOSURES		DESCRIPTION
ORIGINAL	COPIES	
1		Alameda CTC Agreement No. A18-0021 - MOA for the I-880 / Davis St. Interchange Landscape Improvements.

### THESE ITEMS ARE TRANSMITTED AS INDICATED BELOW:

<input type="checkbox"/> For Approval	<input type="checkbox"/> Sign and Return	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> For Information	<input type="checkbox"/> As Requested	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> For Your Records	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> _____

**REMARKS:** Enclosed is an excuted original of the agreement, for your records.

Thank you!

**CC:** Document Control - file

**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, a public agency (“COSL”).

**RECITALS**

WHEREAS, ALAMEDA CTC and COSL (“PARTIES”) entered into a Memorandum of Understanding (“MOU”), A11-0061, on July 21, 2011, with amendment on October 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 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 federal, state, or Measure BB funds ("Fund A") and COSL will secure and authorize \$135,000 of local or other funds ("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 and to the extent required by funding 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 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)

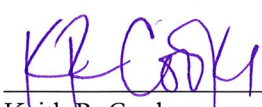
By:

 10/30/17  
Chris Zapata, City Manager Date

By:

 1/30/18  
Arthur L. Dao, Executive Director Date

Recommended by:

 17-Oct-2017  
Keith R. Cooke Date  
Engineering and Transportation Director


Recommended by:

 1.26.18  
Trinity Nguyen Date  
Director of Project Delivery

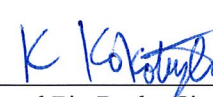
Finance Department Review

 10-24-17  
David Baum Date  
Finance Director


Reviewed as to Budget/Financial Controls

 10/11/17  
Patricia Reavey Date  
Deputy Executive Director  
of Finance and Administration

Approved as to Form:

 10/27/17  
Richard Pio Roda, City Attorney Date

Approved as to form and legality:

 10/10/17  
Wendel, Rosen, Black and Dean LLP Date  
Counsel to ALAMEDA CTC

**APPENDIX A**

**FUNDING SUMMARY**

Phase of Project	Fund A	Fund B  COSL (Local Match)
Design	\$172,000	\$43,000
Construction, Plant Establishment	\$367,940	\$92,000
Total:	\$539,940	\$135,000
Total Project Funding:	\$674,940	
<b>Note:</b>  1. ALAMEDA CTC may request payment of Fund B related to the Design Phase upon agreement execution.  2. ALAMEDA CTC may request payment of Fund B related to the Construction Phase upon award of the PROJECT construction contract.		

## 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: Reintroduce landscaping where trees and shrubs previously existed prior to the interchange project. Areas numbered:

“4” Southwest quadrant bounded by southbound diagonal on-ramp, Timothy Drive, and the abutting neighborhood to the south

“5” Southwest triangular area bounded by I-880, Davis Street, and the southbound diagonal on-ramp

“8” Southeast triangular area bounded by Davis Street, the northbound cloverleaf on-ramp, and the abutting neighborhood to the south

“10” the Northeast quadrant bounded by I-880, Davis Street, and the northbound diagonal on-ramp

2nd Priority: Landscape areas that directly abut San Leandro neighborhoods

a. northwest Quadrant Areas “1” and “2”

b. Northeast Quadrant Areas “9” and “10”

c. Southeast Quadrant Area “8”

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]***



