

**AMENDMENT NO. 2**  
to  
**PROJECT FUNDING AGREEMENT**  
between  
**ALAMEDA COUNTY TRANSPORTATION COMMISSION**  
and the  
**CITY OF ALAMEDA**  
for the  
**CLEMENT AVENUE EAST EXTENSION AND TILDEN WAY PROJECT**

This AMENDMENT NO. 2, made and entered into by and between ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency (“ALAMEDA CTC”), and the CITY OF ALAMEDA, a public agency (“PROJECT SPONSOR”), is dated for reference purposes only as of October 5, 2023.

A. ALAMEDA CTC and PROJECT SPONSOR entered into a Funding Agreement dated April 27, 2017 (“AGREEMENT”) to implement an eligible project (“PROJECT”) to implement complete street improvements on Clement Avenue and Tilden Way, as such PROJECT is further described in the AGREEMENT.

B. On March 15, 2021, the parties entered into an Amended and Restated Project Funding Agreement (“AMENDMENT NO. 1”) so as to incorporate updated agreement requirements required by ALAMEDA CTC into the AGREEMENT, and to extend the AGREEMENT’s expiration date from December 31, 2020 to December 31, 2022, pursuant to the action taken by the governing body of the ALAMEDA CTC at its meeting on January 30, 2020.

C. The parties wish to further amend the AGREEMENT pursuant to this AMENDMENT NO. 2 pursuant to action taken on April 27, 2017 by ALAMEDA CTC which authorized the allocation of \$6,376,000 in 2014 Measure BB funds for the construction phase of the PROJECT. AMENDMENT NO. 2 will encumber \$6,376,000 in 2014 Measure BB funds to the construction phase of the PROJECT, and will extend the AGREEMENT’s expiration date from December 31, 2022 to December 31, 2026 to provide additional time for the PROJECT SPONSOR to construct the PROJECT.

D. NOW, THEREFORE, the parties agree to amend the AGREEMENT as follows:

**AMENDMENT**

1. The expiration date set forth in the AGREEMENT is hereby extended by forty-eight (48) months from December 31, 2022 to December 31, 2026, to provide additional time for PROJECT SPONSOR to implement the PROJECT.

2. The Alameda CTC Administered Funds Obligated by this Agreement is increased to encumber \$6,376,000 in 2014 Measure BB funds to the construction phase of the PROJECT.

3. Appendix A (Project Control Information) is replaced with the Revised Appendix A attached hereto and incorporated herein by this reference.

4. Appendix B (Alameda CTC Administered Funds Obligated by this Agreement) is replaced with the Revised Appendix B attached hereto and incorporated herein by this reference.

5. Appendix C (Request for Reimbursement and Reporting Requirements) is unchanged, and is attached hereto and incorporated herein for reference purposes only.

6. Appendix D (Local Business Contract Equity Program Requirements) is unchanged, and is attached hereto and incorporated herein for reference purposes only.

7. Appendix E (Deliverables and Due Dates) is replaced with the Revised Appendix E attached hereto and incorporated herein by this reference.

8. Appendix F (Project Performance Measures) is unchanged, and is attached hereto and incorporated herein for reference purposes only.

9. Appendix G (Transportation Fund for Clean Air Policies) is unchanged, and is attached hereto and incorporated herein for reference purposes only.

10. Except as amended hereby, the terms and provisions of the AGREEMENT remain in full force and effect and are hereby ratified and confirmed.

*[Signatures on the next page]*

**CITY OF ALAMEDA  
(PROJECT SPONSOR)**

**ALAMEDA COUNTY  
TRANSPORTATION COMMISSION  
(ALAMEDA CTC)**

By: \_\_\_\_\_  
Jennifer Ott Date  
City Manager

By: \_\_\_\_\_  
Tess Lengyel Date  
Executive Director

Recommended

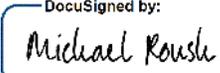
By: \_\_\_\_\_  
Gary Huisingh Date  
Deputy Executive Director of  
Capital Projects

Reviewed as to Budget/Financial Controls:

By: \_\_\_\_\_  
Patricia Reavey Date  
Deputy Executive Director of  
Finance and Administration

Approved as to Legal Form:

Approved as to Legal Form:

By:  \_\_\_\_\_  
20775BA73AEC44C... 11/9/2023 Date  
MICHAEL H. ROUSH  
Special Counsel  
Legal Counsel to CITY OF ALAMEDA

By: \_\_\_\_\_  
Fennemore Wendel Date  
Legal Counsel to ALAMEDA CTC

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*Note: Appendix G is only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.*

**REVISED APPENDIX A**

**PROJECT CONTROL INFORMATION**

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**APPENDIX A-1****PROJECT DESCRIPTION**

The project will develop a complete street, improving walking, bicycling, transit and truck access between the Northern Waterfront Priority Development Area (PDA) in Alameda, and Oakland and Fruitvale BART, transforming the street from industrial railroad blight to a best-practices multimodal gateway. These improvements, which will be made to one of only five island crossings, require right-of-way procurement, soils remediation and the installation of new infrastructure and bioretention areas. The project includes these key elements:

1. Acquire 1.43 acres of abandoned Union Pacific Railroad (UPRR) right-of-way along on the northwest side of Tilden Way on either side of Blanding Avenue.
2. Remediate the soil in the former railroad right-of-way, meeting all regulatory agency requirements.
3. Extend Clement Avenue approximately 155 feet to connect to Tilden Way.
4. Build a 1,000 foot multi-modal walking/biking facility, which will be the most eastern segment of the Cross Alameda Trail, connecting the planned Clement Avenue Complete Street to the Miller-Sweeney Bridge. (The Cross Alameda Trail is a four-mile, low-stress, cross island biking and walking facility extending from Alameda Point in the west to the Miller-Sweeney Bridge in the east.) The facility will include sidewalks, plus low-stress bicycling facilities - either Class I or IV - to be built in the former UPRR right of way, which is about 60 feet wide along Tilden.
5. Create a direct, continuous truck route on the new Clement Avenue Extension, between Clement Avenue and Tilden Way, both existing truck routes.
6. Improve bus transit, including by considering a bus queue jump lane in the 60 foot acquired right-of-way along Tilden.
7. Place landscaping throughout this linear property along Tilden Way, as well as rain gardens and required bioretention areas in those areas not used by transportation, such as at the intersection of Broadway/Tilden Way.
8. Install lighting, wayfinding signage, and other street infrastructure to create a safe, complete street.
9. Evaluate roundabouts on Tilden Way to increase safety, reduce delays and enhance gateway features.

The Clement Avenue East Extension/Tilden Way project has been envisioned since at least 2005, when the *Cross-Alameda Trail Feasibility Study* was completed and adopted by the City Council. The City's *Transportation Element of the General Plan*, approved in 2009, references future acquisition of the UPRR right-of-way for a multi-modal corridor, including a continuous truck route on Clement Avenue connecting to Tilden Way and also the Cross-Alameda Trail. In 2009, the City Council approved the Pedestrian Master Plan that lists the Clement Avenue east extension project. In 2010, the City Council approved the Bicycle Plan Update that lists the Clement Avenue east extension project. The Alameda County Transportation Commission's 2012 Countywide Bicycle Plan and Pedestrian Plan show this Clement Avenue corridor as part of its Bicycle Vision Network and Pedestrian Vision System, respectively. More recently, this project was included in the City's 2018 *Transportation Choices Plan*.

In 2015, the City began exploring acquiring the UPRR land. Union Pacific announced their intention to abandon and discontinue service and trackage rights in 2016 to the Surface Transportation Board, which allowed for the City to purchase the property in 2021.

**APPENDIX A-2****PROJECT SCOPE DETAIL BY PHASE**

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

**PLANNING/SCOPING**

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The initial scoping and need for the project to be considered complete. As noted in the Project Description section, the project has been envisioned since 2005 and is included in many of the City's planning documents.

The City will hire a consultant to assess the site and transportation conditions and patterns in detail; survey the property; reach out to all key stakeholders to understand their needs; develop alternatives for the complete streets project; conduct public outreach; and develop a final concept design, to be approved by the City's Transportation Commission and City Council.

**PRELIMINARY ENGINEERING/ENVIRONMENTAL**

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Concurrent with the Planning Phase, City will finalize the CEQA document, as an Addendum to the EIR prepared for the Transportation Element of the General Plan, which included this project. No NEPA clearance is required, since there are no federal funds on the project.

Starting concurrently with the Planning Phase, the City will utilize an on-call consultant to develop Phase I and Phase II Environmental Site Assessments, to further understand the site conditions and soil remediation needs. As needed, as the project progresses, further soil analysis will be conducted, and the City will work closely with the regulatory body to secure approval of a soil remediation plan.

With an approved concept plan and ownership of the right-of-way, the City will use a consultant to advance the plans from the concept to 60% level. The plans will be reviewed and approved by all relevant City departments and the City will continue working with regulatory agencies, such as BCDC, on required permits.

**RIGHT OF WAY - CAPITAL**

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As noted in the Project Description section, the City began negotiating with UP to acquire the 1.43 acres of abandoned railroad property in 2016, in order to allow the development of the project. Concurrent with the Planning Phase, the City will continue those negotiations to build on the momentum and willingness of UP to sell the property. The City will prepare all necessary documents and acquire the property.

**FINAL DESIGN**

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The City will hire a consultant to take the plans from 60% to 100% PS&E, so that the project will be ready to be put out to bid at the end of this phase. The plans will be reviewed and approved by all relevant City departments and all required permits will be acquired. A construction management firm will be hired to assist with preparations for the construction phase.

**CONSTRUCTION**

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Includes construction contracts related to construction of the PROJECT as described in Appendix A-1.

**APPENDIX A-3**  
**PROJECT MILESTONE SCHEDULE**

<b>Phase/Milestone</b>	<b>Previously Approved Begin (Mo/Yr)</b>	<b>Previously Approved End (Mo/Yr)</b>	<b>Revised Begin (Mo/Yr)</b>	<b>Revised End (Mo/Yr)</b>
Scoping	10/2021	01/2022	12/2021	12/2022
Preliminary Engineering/Environmental Studies	11/2021	06/2022	08/2022	06/2023
CEQA Approval	05/2022	08/2022	08/2022	03/2023
Final Design (Plans, Specifications and Estimate	07/2022	12/2022	01/2023	03/2024
Right-of-Way Acquisition	01/2015	06/2021	01/2015	06/2021
Construction				
Release Request for Proposals/Bid Package	N/A	N/A	04/2024	05/2024
Construction Contract Award	N/A	N/A	N/A	06/2024
Construction Activities	N/A	N/A	07/2024	06/2026
Project Closeout	N/A	N/A	07/2026	12/2026

**Environmental Clearance Status:**

	<b>CEQA (Mo/Yr)</b>
Environmental Document Type	CE
Begin Environmental Process	08/2022
Draft Circulation (if known)	12/2022
Date of Public Meeting (if known)	01/2023
Final Draft Submitted	03/2023
Actual Certification Date	03/2023
Percent Complete	100%

**APPENDIX A-4****PROJECT COST SUMMARY BY PHASE AND FUND SOURCE**

This Project Cost Summary provides a project funding plan for all Project phases, regardless if funded through ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.

<b>PHASE</b>	<b>Alameda CTC Administered Funds</b>	<b>Sponsor Funds</b>	<b>Total Funding</b>
	<b>2014 Measure BB TEP-26</b>		
Planning / Scoping	\$244,000	\$31,609	<b>\$275,609</b>
Preliminary Engineering / Enviro. Studies	\$244,000	\$31,609	<b>\$275,609</b>
Final Design (PS&E)	\$434,000	\$56,194	<b>\$490,194</b>
Right-of-Way Capital	\$1,097,000	\$561,000	<b>\$1,658,000</b>
Construction	\$6,376,000	\$826,000	<b>\$ 7,202,000</b>
<b>Total Funding</b>	<b>\$8,395,000</b>	<b>\$ 1,506,412</b>	<b>\$ 9,901,412</b>

**APPENDIX A-5****PROJECT FUNDING SUMMARY BY PHASE AND REIMBURSEMENT RATIO**

(Only Phases Funded with Alameda CTC Administered Funds)

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

<b>PREVIOUSLY APPROVED</b>				
<b>PROJECT FUNDING SUMMARY BY PHASE AND FUND SOURCE</b>				
<b>PHASE</b>	<b>Alameda CTC Administered Funds</b>	<b>Matching Funds</b>	<b>Total Funding</b>	<b>Reimbursement Ratio Percentage</b>
	<b>2014 Measure BB TEP-26</b>			
Planning / Scoping	\$244,000	\$31,609	<b>\$275,609</b>	88.53%
Preliminary Engineering / Enviro. Studies	\$244,000	\$31,609	<b>\$275,609</b>	88.53%
Final Design (PS&E)	\$434,000	\$56,194	<b>\$490,194</b>	88.54%
Right-of-Way Capital	\$1,097,000	\$561,000	<b>\$1,658,000</b>	66.16%
<b>Total Funding</b>	<b>\$2,019,000</b>	<b>\$680,412</b>	<b>\$2,699,412</b>	

<b>REVISED</b>				
<b>PROJECT FUNDING SUMMARY BY PHASE AND FUND SOURCE</b>				
<b>PHASE</b>	<b>Alameda CTC Administered Funds</b>	<b>Matching Funds</b>	<b>Total Funding</b>	<b>Reimbursement Ratio Percentage</b>
	<b>2014 Measure BB TEP-26</b>			
Planning / Scoping	\$244,000	\$31,609	<b>\$275,600</b>	88.53%
Preliminary Engineering / Enviro. Studies	\$244,000	\$31,609	<b>\$275,609</b>	88.53%
Final Design (PS&E)	\$434,000	\$56,194	<b>\$490,194</b>	88.54%
Right-of-Way	\$1,097,000	\$561,000	<b>\$1,658,000</b>	66.16%
Construction	\$6,376,000	\$826,000	<b>\$7,202,000</b>	88.53%
<b>Total Funding</b>	<b>\$8,395,000</b>	<b>\$1,506,412</b>	<b>\$9,901,412</b>	

**Notes:**

- PROJECT SPONSOR shall be reimbursed eligible costs in the percentage of Total ALAMEDA CTC ADMINISTERED FUNDS to Total Funding per the Reimbursement Ratio Percentage for each phase. Each Alameda CTC Administered Fund amount identified is a not-to-exceed amount. The Reimbursement Ratio is defined as ALAMEDA CTC ADMINISTERED FUNDS divided by the Total Funding.

**APPENDIX A-6****PROJECT PHASE COST DETAIL**

This Project Phase Cost Detail summarizes the total cost for each phase with ALAMEDA CTC ADMINISTERED FUNDS obligated in this AGREEMENT.

<b>PROJECT PHASE COST DETAIL</b>			
<b>PLANNING/SCOPING</b>	<b>2014 Measure BB TEP-26</b>	<b>Matching Funds</b>	<b>Total Cost</b>
<b>SPONSOR STAFF COSTS</b>			
Sponsor Staff Time/Direct Costs	\$0	\$25,609	<b>\$25,609</b>
<b>Sub-total Sponsor Staff Cost</b>	<b>\$0</b>	<b>\$25,609</b>	<b>\$25,609</b>
<b>CONTRACT COSTS</b>			
Contract(s)	\$244,000	\$6,000	<b>\$250,000</b>
<b>Sub-total Contract Cost</b>	<b>\$244,000</b>	<b>\$6,000</b>	<b>\$250,000</b>
<b>Total Phase Cost</b>	<b>\$244,000</b>	<b>\$31,609</b>	<b>\$275,609</b>

<b>PROJECT PHASE COST DETAIL</b>			
<b>PRELIMINARY ENGINEERING/ ENVIRONMENTAL</b>	<b>2014 Measure BB TEP-26</b>	<b>Matching Funds</b>	<b>Total Cost</b>
<b>SPONSOR STAFF COSTS</b>			
Sponsor Staff Time/Direct Costs	\$0	\$25,609	<b>\$25,609</b>
<b>Sub-total Sponsor Staff Cost</b>	<b>\$0</b>	<b>\$25,609</b>	<b>\$25,609</b>
<b>CONTRACT COSTS</b>			
Contract(s)	\$244,000	\$6,000	<b>\$250,000</b>
<b>Sub-total Contract Cost</b>	<b>\$244,000</b>	<b>\$6,000</b>	<b>\$250,000</b>
<b>Total Phase Cost</b>	<b>\$244,000</b>	<b>\$31,609</b>	<b>\$275,609</b>

<b>PROJECT PHASE COST DETAIL</b>			
<b>FINAL DESIGN (PS&amp;E)</b>	<b>2014 Measure BB TEP-26</b>	<b>Matching Funds</b>	<b>Total Cost</b>
<b>SPONSOR STAFF COSTS</b>			
Sponsor Staff Time/Direct Costs	\$0	\$38,782	<b>\$38,782</b>
<b>Sub-total Sponsor Staff Cost</b>	<b>\$0</b>	<b>\$38,782</b>	<b>\$38,782</b>
<b>CONTRACT COSTS</b>			
Contract(s)	\$434,000	\$17,412	<b>\$451,412</b>
<b>Sub-total Contract Cost</b>	<b>\$434,000</b>	<b>\$17,412</b>	<b>\$451,412</b>
<b>Total Phase Cost</b>	<b>\$434,000</b>	<b>\$56,194</b>	<b>\$490,194</b>

<b>PROJECT PHASE COST DETAIL</b>			
<b>RIGHT OF WAY - CAPITAL</b>	<b>2014 Measure BB TEP-26</b>	<b>Matching Funds</b>	<b>Total Cost</b>
<b>RIGHT OF WAY COSTS</b>			
Acquisition	\$1,097,000	\$561,000	<b>\$1,658,000</b>
<b>Sub-total ROW Cost</b>	<b>\$1,097,000</b>	<b>\$561,000</b>	<b>\$1,658,000</b>
<b>Total Phase Cost</b>	<b>\$1,097,000</b>	<b>\$561,000</b>	<b>\$1,658,000</b>

<b>PROJECT PHASE COST DETAIL</b>			
<b>CONSTRUCTION</b>	<b>2014 Measure BB TEP-26</b>	<b>Matching Funds</b>	<b>Total Cost</b>
<b>SPONSOR STAFF COSTS</b>			
Sponsor Staff Time/Direct Costs	\$0	\$0	\$0
<b>Sub-total Sponsor Staff Cost</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>CONTRACT COSTS</b>			
Contract(s)	\$6,376,000	\$826,000	<b>\$7,202,000</b>
<b>Sub-total Contract Cost</b>	<b>\$6,376,000</b>	<b>\$826,000</b>	<b>\$7,202,000</b>
<b>Total Phase Cost</b>	<b>\$6,376,000</b>	<b>\$826,000</b>	<b>\$7,202,000</b>

**Notes:**

- Contracts funded with any combination of Measure B, Measure BB, Vehicle Registration Fee and local funds that do not contain State or federal funds are subject to Alameda CTC's Local Business Contract Equity Program (refer to Appendix D).

**REVISED APPENDIX B****ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT**

The following Table B-1 identifies the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT and establishes a unique allowable start date for each obligated fund source.

<b>TABLE B-1 FUNDS OBLIGATED BY THIS AGREEMENT AND ALLOWABLE START AND EXPENDITURE DEADLINE DATES</b>						
<b>Fund Source</b>	<b>Fund Subset</b>	<b>Phase</b>	<b>Commission Approval Date</b>	<b>Allowable Start Date</b>	<b>Expenditure Deadline Date</b>	<b>Obligated Amount</b>
2014 MBB	TEP-26	Planning/Scoping	04/27/2017	09/01/2017	<i>The Agreement Expiration Date serves as the expenditure deadline date.</i>	\$244,000
2014 MBB	TEP-26	PE/Env	04/27/2017	09/01/2017		\$244,000
2014 MBB	TEP-26	PS&E	04/27/2017	09/01/2017		\$434,000
2014 MBB	TEP-26	ROW	04/27/2017	09/01/2017		\$1,097,000
2014 MBB	TEP-26	Construction	07/22/2021	04/01/2024		\$6,376,000
<b>Total Alameda CTC Administered Funds Obligated by AGREEMENT:</b>						<b>\$8,395,000</b>

<b>Previously Approved Agreement Expiration Date:</b>	<b>December 31, 2022</b>
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<b>Revised Agreement Expiration Date:</b>	<b>December 31, 2026</b>
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**Notes:**

- ALAMEDA CTC reimbursement amounts by fund source for PROJECT shall not exceed the total amount obligated by this AGREEMENT, by fund source.
- The Commission Approval Date is the date of the meeting at which the Commission approved the allocation.
- The Allowable Start Date identified for each fund source is the earliest date at which costs eligible for reimbursement by the fund source indicated may be incurred. Any costs incurred on the PROJECT before this date will not be eligible for reimbursement under this AGREEMENT.
- The Expenditure Deadline Date is the last date by which eligible reimbursable costs may be incurred. Any costs incurred on the PROJECT after this date will not be eligible for reimbursement under this AGREEMENT.
- The Agreement Expiration Date shall mean and refer to the expiration date of this AGREEMENT.
- For TFCA funds obligated by this agreement, the Expenditure Deadline Date in the above table is two (2) years from the date when ALAMEDA CTC first received funds from BAAQMD, unless an extended deadline is approved at the time of programming or an extension has been approved by the ALAMEDA CTC. An estimated deadline date is noted in the above table if at the time of this agreement the Alameda CTC has yet to receive funds from BAAQMD. Extended deadlines will be reflected in an amended Table B-1, once approved.
- For TFCA funds obligated by this agreement, the Commission may approve up to two one-year extensions to the Expenditure Deadline Date. Any additional extensions require approval from both ALAMEDA CTC and BAAQMD.

**APPENDIX B (CONT.)**

Reimbursement of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT shall be in accordance with the Drawdown Limitation Schedule below.

<b>TABLE B-2</b>					
<b>ALAMEDA CTC ADMINISTERED FUNDS</b>					
<b>REIMBURSEMENT - DRAWDOWN LIMITATION SCHEDULE</b>					
<b>No.</b>	<b>Fiscal Year</b>	<b>Quarter</b>	<b>Fund Source</b>	<b>Drawdown Limitation Amount</b>	<b>Cumulative Drawdown Limitation Amount</b>
1	18/19	1	2014 MBB	\$1,102,000	\$1,102,000
2	18/19	2	2014 MBB	\$40,000	\$1,142,000
3	19/20	1	2014 MBB	\$100,000	\$1,242,000
4	19/20	2	2014 MBB	\$121,000	\$1,363,000
5	20/21	1	2014 MBB	\$200,000	\$1,563,000
6	20/21	2	2014 MBB	\$122,000	\$1,685,000
7	21/22	1	2014 MBB	\$250,000	\$1,935,000
8	21/22	2	2014 MBB	\$84,000	\$2,019,000
9	23/24	Any	2014 MBB	\$2,000,000	\$4,019,000
10	24/25	Any	2014 MBB	\$2,000,000	\$6,019,000
11	25/26	Any	2014 MBB	\$2,376,000	\$8,395,000

**Notes:**

1. Fiscal Year (FY) begins July 1 and ends June 30.
2. Quarter 1 begins July 1 and ends September 30; Quarter 2 begins October 1 and ends December 31; Quarter 3 begins January 1 and ends March 31; and Quarter 4 begins April 1 and ends June 30.
3. ALAMEDA CTC shall endeavor to transmit payments to PROJECT SPONSOR following the receipt and approval of a complete Request for Reimbursement(s) submitted by the PROJECT SPONSOR.
4. Actual reimbursements from ALAMEDA CTC to the PROJECT SPONSOR shall not exceed the Cumulative Drawdown Limitation Amount without Alameda CTC's written approval. Any portion of a reimbursement request, which exceeds the applicable Cumulative Drawdown Limitation without such prior approval by ALAMEDA CTC shall be deferred until the following quarter or until sufficient capacity in the cumulative drawdown limitation amount is achieved.

**APPENDIX C****REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS**

The below table establishes the required minimum frequency for Requests for Reimbursement and Progress Reports. Requests for Reimbursements and Progress Reports are required either monthly, quarterly, or semi-annually, as indicated below with an “X”.

<b>REQUEST FOR REIMBURSEMENT AND PROGRESS REPORTING FREQUENCY AND DUE DATES</b>			
<b>Frequency Required</b> <i>(as checked)</i>	<b>Minimum Frequency</b>	<b>Period Covered</b>	<b>Due Dates</b>
<input type="checkbox"/>	Monthly <i>(once every month)</i>	One month	By 30 days following the end of billed activity
<input type="checkbox"/>	Quarterly <i>(once every 3 months)</i>	Quarter 1: 7/1– 9/30 Quarter 2: 10/1 – 12/31 Quarter 3: 1/1– 3/31 Quarter 4: 4/1– 6/30	By October 31 <sup>st</sup> By January 31 <sup>st</sup> By April 30 <sup>th</sup> By July 31 <sup>st</sup>
<input checked="" type="checkbox"/>	Semi-annually <i>(once every 6 months)</i>	Quarters 1 & 2: 7/1 – 12/31 Quarters 3 & 4: 1/1 – 6/30	By January 31 <sup>st</sup> By July 31 <sup>st</sup>
<input type="checkbox"/>	Annually <i>(TFCA Annual Report)</i>	Fiscal Year: 7/1 – 6/30	By July 31 <sup>st</sup>
<input checked="" type="checkbox"/>	Final Request for Reimbursement	Any work period eligible under Appendix B.	Must be submitted prior to the Agreement Expiration Date

**Notes:**

1. For all projects, the maximum frequency for Requests for Reimbursement is one (1) per month.
2. If no costs were incurred during the reporting period, a progress report for the corresponding period is still required.
3. TFCA funding requires annual reporting to BAAQMD in addition to the minimum required frequency for Alameda CTC progress reports and invoices.
4. Requests for Reimbursement must be submitted prior to the Agreement Expiration Date in order to be eligible for reimbursement.

**REQUEST FOR REIMBURSEMENT AND REPORTING FORMS**

Any PROJECT SPONSOR awarded ALAMEDA CTC Administered Funds shall use the following forms included in the link below for progress reporting, final reporting, request for reimbursements, and requests for amendments to this funding agreement. Note that the format and required content of these forms is subject to change.

List of Downloadable Forms: <https://www.alamedactc.org/funding/reporting-and-grant-forms/>

1. Request for Reimbursement (RFR) Form
2. Alameda CTC Progress Report Form
3. Alameda CTC Final Report Form
4. Transportation Fund for Clean Air Program Reporting Forms (Interim and Final Report)
5. Amendment Request Form

## APPENDIX D

### LOCAL BUSINESS CONTRACT EQUITY PROGRAM REQUIREMENTS

As noted in Section I.14, PROJECT SPONSOR is obligated to comply with all applicable provisions of the Alameda CTC Local Business Contract Equity (LBCE) Program, incorporated herein by reference as if attached hereto.

LBCE Program Substitution: The LBCE Program allows substitution of Alameda CTC's program if a sponsor agency's local preference program has been approved in writing by the Alameda CTC's LBCE Liaison Officer. This approval letter from Alameda CTC shall be attached as part of Appendix D.

The following resources are available to guide Project Sponsors through the LBCE Program requirements for procurement and contracting processes:

- Sample template language for professional and construction services is available from ALAMEDA CTC's website: <https://www.alamedactc.org/get-involved/contract-equity>
- Prime and Subconsultant/Subcontractor Local Business Enterprise, Small Local Business Enterprise and Very Small Local Business Enterprise Utilization Form: <https://www.alamedactc.org/get-involved/contracting-forms/>
- The LBCE Program Guidelines, available at the above link, includes a Project Sponsor Responsibility Checklist. Appendix B of the LBCE Program Guidelines identifies the Responsibilities of Sponsor Agencies.
- Direct inquiries about the LBCE Program to ALAMEDA CTC's LBCE Liaison Officer:

Seung Cho  
Director of Procurement and Information Technology  
Alameda County Transportation Commission  
Email: [scho@alamedactc.org](mailto:scho@alamedactc.org)  
Phone: (510) 208-7472

**REVISED APPENDIX E****DELIVERABLES AND DUE DATES**

**Project Deliverables and Due Dates:** The Deliverables and Due Dates table below shows deliverables and due dates, if any, for the phases listed in Appendix A-2 Project Phase Descriptions that contain ALAMEDA CTC ADMINISTERED FUNDS.

<b>Deliverables and Due Dates</b>			
<b>No.</b>	<b>Description</b>	<b>Previously Approved Due Date to Alameda CTC</b>	<b>Revise Due Date to Alameda CTC</b>
1	Executed agreement(s) for contracted project work	August 21, 2018	No Change
2	Proof of Purchase of ROW	July 31, 2021	No Change
3	Progress Report: July to December, 2021	January 31, 2022	No Change
4	Progress Report: January to June, 2022	July 31, 2022	No Change
5	Progress Report: July to December, 2022	January 31, 2023	No Change
6	Draft Environmental Document, Final Environmental Document	August 31, 2022	January 31, 2023
7	Copy of Final Concept Plan	January 31, 2022	January 31, 2023
8	Copy of Phase II ESA	August 31, 2022	June 1, 2023
9	Progress Report: January to June, 2023	N/A	July 31, 2023
10	Copy of Final Design (100% PSE)	By the Agreement Expiration Date	December 31, 2023
11	Progress Report: July to December, 2023	N/A	January 31, 2024
12	Copy of Request for Proposal/Construction Bid Package	N/A	July 31, 2024
13	Copy of Construction Award	N/A	July 31, 2024
14	Progress Report: January to June, 2024	N/A	July 31, 2024
15	Progress Report: July to December, 2024	N/A	January 31, 2025
16	Progress Report: January to June, 2025	N/A	July 31, 2025
17	Progress Report: July to December, 2025	N/A	January 31, 2026
18	Progress Report: January to June, 2026	N/A	July 31, 2026
19	Copy of resolution, photos, or similar confirming construction completion	N/A	By the Agreement Expiration Date
20	Final Invoice	By the Agreement Expiration Date	No Change
21	Final	By the Agreement Expiration Date	No Change

**Note:**

- Per Section III.19 of AGREEMENT, Alameda CTC may withhold payment of reimbursement requests until past due deliverables are received and approved.

## APPENDIX F

### PROJECT PERFORMANCE MEASURES

**Project Performance Measures:** The Project Performance Measures and Targets describes what outcome-based performance measure(s) the PROJECT SPONSOR plans to evaluate to ensure that the project/program is meeting its objectives.

*Appendix F is Not Applicable.*

**APPENDIX G**

**TRANSPORTATION FUND FOR CLEAN AIR POLICIES AND REQUIREMENTS**

*The contents of Appendix G are only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.*

**Appendix Index**

Appendix G-1	TFCA Project Number and “Years of Effectiveness”
Appendix G-2	BAAQMD-approved TFCA County Program Manager Fund Policies
Appendix G-3	Minimum required insurance for TFCA-funded projects
Appendix G-4	Reporting Forms to BAAQMD for TFCA-funded projects