AGENDA

CITY OF UNION CITY/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY MEETING

GARY SINGH, Mayor
SCOTT SAKAKIHARA, Vice Mayor (District 4)
LANCE NISHIHIRA, Councilmember (District 1)
JAIME PATIÑO Councilmember (District 2)
JEFF WANG, Councilmember (District 3)

Tuesday, August 12, 2025
7:00 PM
City Hall - Council Chamber
34009 Alvarado-Niles Road Union City, CA 94587

1. CALL TO ORDER

1.1. Pledge of Allegiance

1.2. Roll Call

2. UNFINISHED BUSINESS - None

3. PROCLAMATIONS AND PRESENTATIONS

3.1. Alameda County Water District 2025 Strategic Plan Update

3.2. Union City Friends of Sister Cities Presentation

3.3. 2025 Fourth of July After Action Report

4. ORAL COMMUNICATIONS

An individual speaker shall have three minutes to address the Council on non-agenda items under the Oral Communications section of the agenda. The Chair may, in their discretion, lower the time limit to less than three minutes based on the number of speakers and/or business to be conducted by the City Council. Members of the public who wish to speak to the Council under the first Oral Communications section are requested to complete a speaker card, giving their name and city of residence. If a speaker wants further notification from the City, the speaker may include a mailing address. Neither a speaker card or identification of name, city of residence or mailing address are required to provide public comment but are requested for record keeping purposes.

5. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine in nature and will be enacted by one motion. If discussion is required on a specific item, it will be removed from the Consent Calendar and considered separately.

5.1. Approve the July 22, 2025 City Council Special Study Session Action Minutes

5.2. Approve the July 22, 2025 City Council Regular Meeting Action Minutes

5.3. Approve the July 29, 2025 City Council Special Closed Session Action Minutes

5.4. **Adopt a Resolution Appointing Barry Ferrier to the Economic Development Advisory Team (EDAT); and Adopt a Resolution Appointing AJ Assef, Harpreet Kaur, Prairna Gupta Garg, Deepti Garg, and Madhu Singh to the Climate Action Plan Update Task Force**

5.5. **Adopt a Resolution Authorizing the City Manager to Enter into a Cooperative Agreement with Alameda County Fire Department (ACFD) for the Installation of an Alerting System Upgrade to Fire Stations No. 31, No. 32, and No. 33 in the Amount of $312,398.59, Plus a Ten Percent Contingency for a Total Not-to-Exceed of $343,638.45**

5.6. **Adopt a Resolution Authorizing the City Manager to Enter into an Agreement with Tri-City Economic Development Corporation (DBA, Tri-CED Community Recycling) to Reauthorize the Use of the $250,000 Grant of Import Mitigation Funds from the City of Union City That Were Provided by the Alameda County Waste Management Authority in 2005 for the Construction of a Community Environmental Education and Training Center**

5.7. **Adopt a Resolution of the City Council of the City of Union City Approving and Adopting the Memorandum of Understanding Between the City of Union City and the Operating Engineers Local 3, Professional Employees Group for the Period of January 1, 2025 Through December 31, 2027, Authorizing the City Manager to Execute the Memorandum of Understanding on Behalf of the City and Approving an Amendment to the City's Salary Schedule in Conformance With California Code of Regulations, Title 2, Section 570.5**

5.8. **Adopt a Resolution of the City Council of the City of Union City Approving and Adopting the Memorandum of Understanding Between the City of Union City and the Operating Engineers Local 3, Management Employees Group for the Period of January 1, 2025 Through December 31, 2027, Authorizing the City Manager to Execute the Memorandum of Understanding on Behalf of the City and Approving an Amendment to the City's Salary Schedule in Conformance With California Code of Regulations, Title 2, Section 570.5**

5.9. **Adopt a Resolution Authorizing the City Manager to Execute the Fourth Amendment with Mark Thomas & Company, Inc., in the Amount of $2,988,000, for a Total Contract Amount of $7,989,191, for The Final Design of Phase (Segment) 2 of the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04**

5.10. **Adopt a Resolution Awarding a Construction Contract to Disney Construction, Inc., in the Amount of $5,533,333, for the At-Grade Pedestrian Crossing at BART, City Project No. 14-14, Approving a Total Construction Budget of $6,086,666, and Rejecting the Apparent Low Bid by R&S Construction Management, Inc.**

5.11. **Adopt a Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with The KPA Group, in the Amount of $114,500, for the City Hall Workstation Modernization, Phase II, Project, City Project No. 23-40**

5.12. **Adopt a Resolution Awarding a Construction Contract to Rosas Brothers Construction, in the Amount of $539,954, for the Annual Sidewalk, Curb & Gutter, and Ramp Repair Project, City Project No. 25-03, and Approving a Total Construction Budget in the Amount of $647,945**

5.13. **Adopt a Resolution Accepting $1,500,000 from the Alameda County Transportation Commission for the Union City Transit Fleet Electrification Project, City Project No. 22-11, Amending the Fiscal Year 2025-2026 Capital Projects Grant Fund Budget, and Authorizing the City Manager to Sign the Project Funding Agreement for the Union City Transit Fleet Electrification Project, City Project No. 22-11, in a Form Approved by the City Attorney**

5.14. **Adopt a Resolution Authorizing the City Manager to Execute the Third Amendment to the Consulting Services Agreement with Group 4 Architecture, Research + Planning, Inc., in the Amount of $954,000, for a Total Contract Amount of $1,973,950, for the Union City Transit Fleet Electrification Project, City Project No. 22-11, which is Included in the Corporation Yard Master Plan**

6. PUBLIC HEARINGS - None

7. CITY MANAGER REPORTS

7.1. Adopt a Resolution Approving the Community Workforce Agreement with the Building and Construction Trades Council of Alameda County and Those Signatory Local Unions

7.2. Adopt a Resolution Approving the BART Mural Project Workplan

7.3. Adopt a Resolution Appointing Two City Councilmembers to the Climate Action Plan Update Task Force for the Remainder of Calendar Year 2025

7.4. Adopt a Resolution Designating Voting Delegate and Alternate Delegate for 2025 League of California Cities Annual Conference in Long Beach

8. SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY - None

9. AUTHORITIES AND AGENCIES - None

10. CITY COMMISSION / COMMITTEE REPORTS - None

11. ITEMS REFERRED BY COUNCIL

12. GOOD OF THE ORDER

13. CLOSED SESSION - None

14. ADJOURNMENT

MEETING INFORMATION

Regular City Council meetings are held in person on the second and fourth Tuesday of each month at 7:00 p.m. in the Council Chambers, City Hall, 34009 Alvarado-Niles Road, Union City, CA 94587.

Meetings can also be observed via Zoom: http://citycouncil-live.unioncity.org

Meetings are broadcast live on UCTV Channel 15 and live-streamed on the City's website: https://www.unioncity.org/199/City-Meetings-Video.

Public Comment: Members of the public cannot provide comments via Zoom unless specifically permitted, as detailed below. Remote access is subject to technical availability. If the Zoom platform or other technology fails, the City Council will proceed with the meeting in person unless prohibited by law.

Public Records: Documents related to agenda items are available for review on the City's website (https://www.unioncity.org) or during business hours at the City Clerk's Office, 34009 Alvarado-Niles Road, Union City, CA 94587.

Accessibility: If you require special assistance to participate in the meeting, please contact the City Clerk's Office at (510) 675-5448 at least 72 hours before the meeting. Closed captioning is available for all regular City Council meetings.

ADDRESSING THE CITY COUNCIL

In-Person Public Comment:
Members of the public may address the Council on any agenda item or during the Public Input portion of the meeting. To speak, please fill out a speaker card with your name and city of residence. If you would like a follow-up from the City, you may also provide your mailing address. Completing a speaker card and providing your name, city, or mailing address are not required to make a public comment but are requested for record-keeping purposes.

Written Comment:
To submit written comments on an agenda item or during Public Comment, please email: publiccomment@unioncity.org. Include "public comment" in the subject line and reference the agenda item number. Written comments will be forwarded to the City Council and made publicly available.

Public Comment via Zoom:
As noted above, the public may not address the Council via Zoom unless required by AB 2449. If the City is required to provide this opportunity, the Mayor will announce it at the beginning of the meeting. If allowed, raise your virtual hand on Zoom to indicate that you would like to speak on a specific agenda item.

CITY COUNCIL NORMS AND GUIDELINES

(Resolution No. 6129-23; Adopted May 23, 2023)

The Union City Council abides by the following norms:

1. We conduct ourselves in a professional manner, treat everyone with respect, and act with high integrity, always putting the interests of the City of Union City ahead of self-interests in accordance with our code of ethics.

2. We respect the Council-Manager form of government, and do not interfere with the City Manager's role or any professional duties of City staff.

3. We recognize that matters of confidential nature are to be kept private and undisclosed.

4. We respect each other's opinions and are supportive of each other's work advocating for the City, and we ensure that all voices are heard. We do not criticize others for having a different point of view, and we agree to disagree respectfully.

5. We understand that the City Council acts as a body, all members are equal, and policy direction is only given by a majority vote of the City Council. Once a decision is made, all members of the City Council must respect the City Council's direction.

6. We will be prepared for City Council meetings and ask our questions of the City Manager in advance so we can avoid surprising City staff at meetings.

7. We do not criticize City staff publicly or to others and will refrain from directing them. Instead, we will take our concerns and questions privately to the City Manager.

8. We will govern on an at-large basis, although elected by districts. We will maintain a citywide perspective and consider the needs and interests of the entire community.

9. We will continue to allocate resources based on long-term strategic priorities and efforts, with consideration of citywide service levels and financial capacity.

10. We understand customer service is the priority and each member of the City Council will help constituents regardless of the district in which they reside or from which a Councilmember themselves is elected.

11. We recognize the significant importance of attendance and participation at City Council meetings in proceeding with City business. All members of the City Council should endeavor to miss no more than two regular meetings per calendar year absent extraordinary circumstances. Members of the City Council should, absent unforeseen circumstances, provide a minimum of sixty days' notice to the City Council of planned absences during the Good of the Order or Items Referred by Council portion of the City Council agenda, as appropriate.

May these Council Norms be administered and enforced in the following manner:

1. Councilmembers have the primary responsibility to assure that ethical standards are understood and met by the Council, and that the public can continue to have full confidence in the integrity of government.

2. The Mayor and the Council have the responsibility to intervene when action of its members are in violation of Council Norms.

3. The City Council can review and revise the Council Norms as needed.

4. During City Council discussions, deliberations, and proceedings, the Mayor is designated with the primary responsibility to ensure that Councilmembers adhere to the Council Norms.

CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

This notice and agenda were posted on the City's website and the City Hall bulletin board at least 72 hours prior to the meeting date, in compliance with the Ralph M. Brown Act.

/s/Thai Nam Pham, MMC, CPMC
City Clerk/Secretary to the City of Union City Successor Agency

Agenda Item

ATTACHMENTS:

	Description	Type
🗋	PowerPoint Presentation	Attachment

Alameda County Water District

2025 Strategic Plan Update

Jackie McCloud, Special Assistant to the General Manager

Ethan Burch, Senior Administrative Analyst

Agenda

- Introductions
- Brief Review of ACWD 2018 Strategic Plan
- ACWD Board Priorities for the 2025 Strategic Plan Update
- Progress on the 2025 Strategic Plan
  - Vision, Values, and Mission
  - Internal and External Stakeholder Engagement
  - Board input to the Update
- Next Steps and Considerations for Plan Update

Brief Review of 2018 Strategic Plan & Board Priorities for 2025 Update

Review!

Review of 2018 Strategic Plan

- 5-year plan
- 2018 Plan Priorities:
  - Cost Effectiveness & Value
  - Water Supply
  - Finance
  - Workforce
  - Communication

Review!

Board Input during prior Workshop

- **Reflecting on things we may have "missed" in our 2018 Strategic Plan?**
  - Resource loading only broadly considered
  - Affordability is an emerging issue not directly addressed in the prior Plan
  - Greater emphasis on groundwater management initiatives
  - Workplace and Employee Health & Safety drives many priorities but not specifically addressed in prior Plan
  - Workforce Development opportunities with local school districts
  - Vision and Values Statements

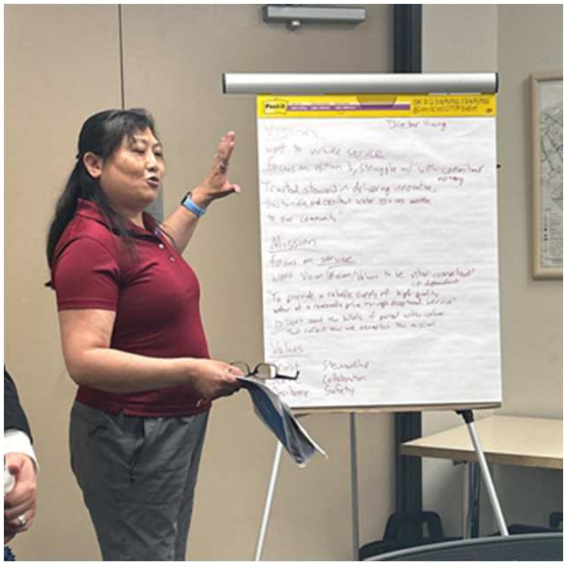
ACWD Priorities for the Strategic Plan Update

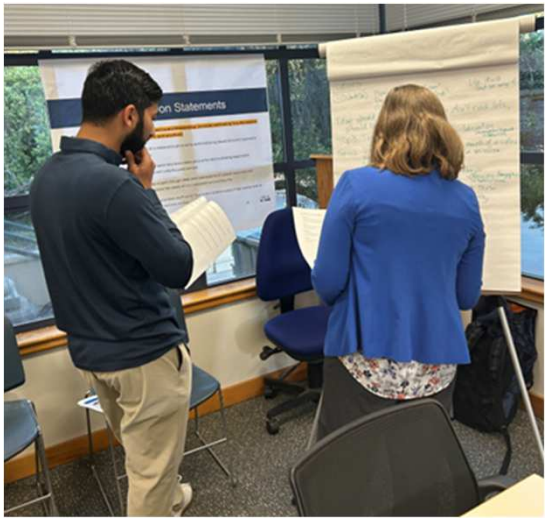
Key Themes and Priorities for the Plan Update

- 2018 Goals are still appropriate for the 2025 Update
  - Cost Effectiveness & Value
  - Water Supply
  - Finance
  - Workforce
  - Communication
- Incorporate **Emergency Preparedness**
- Incorporate enhanced **Workforce and Staff Development**
- Develop a **Vision Statement** and **Core Values** for the District.

Progress and Status of the 2025 Strategic Plan Update

Progress and Status of 2025 Plan Update

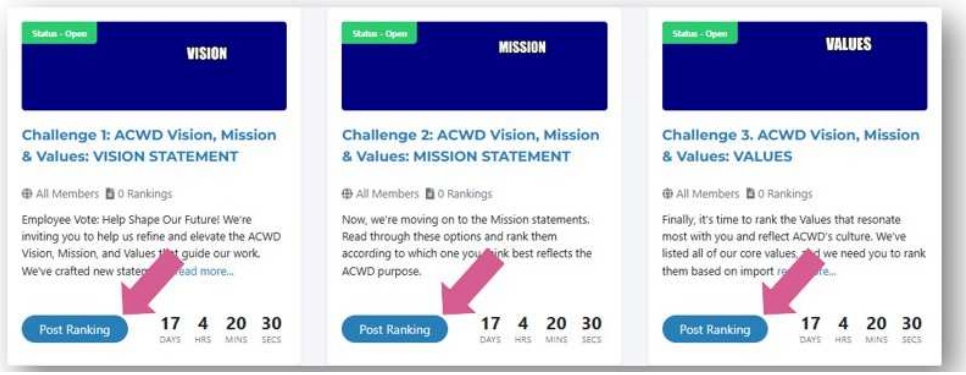




Strategic Plan Update-Internal Employee Engagement

Ambitious approach to internal interested party engagement

- Development of a Communication Plan with pathways for internal engagement on Strategic Plan
- Presented and received input at two department meetings
- Initiated “The Wave Challenge” to gain more insight from staff
- Scheduled two strategic planning open houses for staff



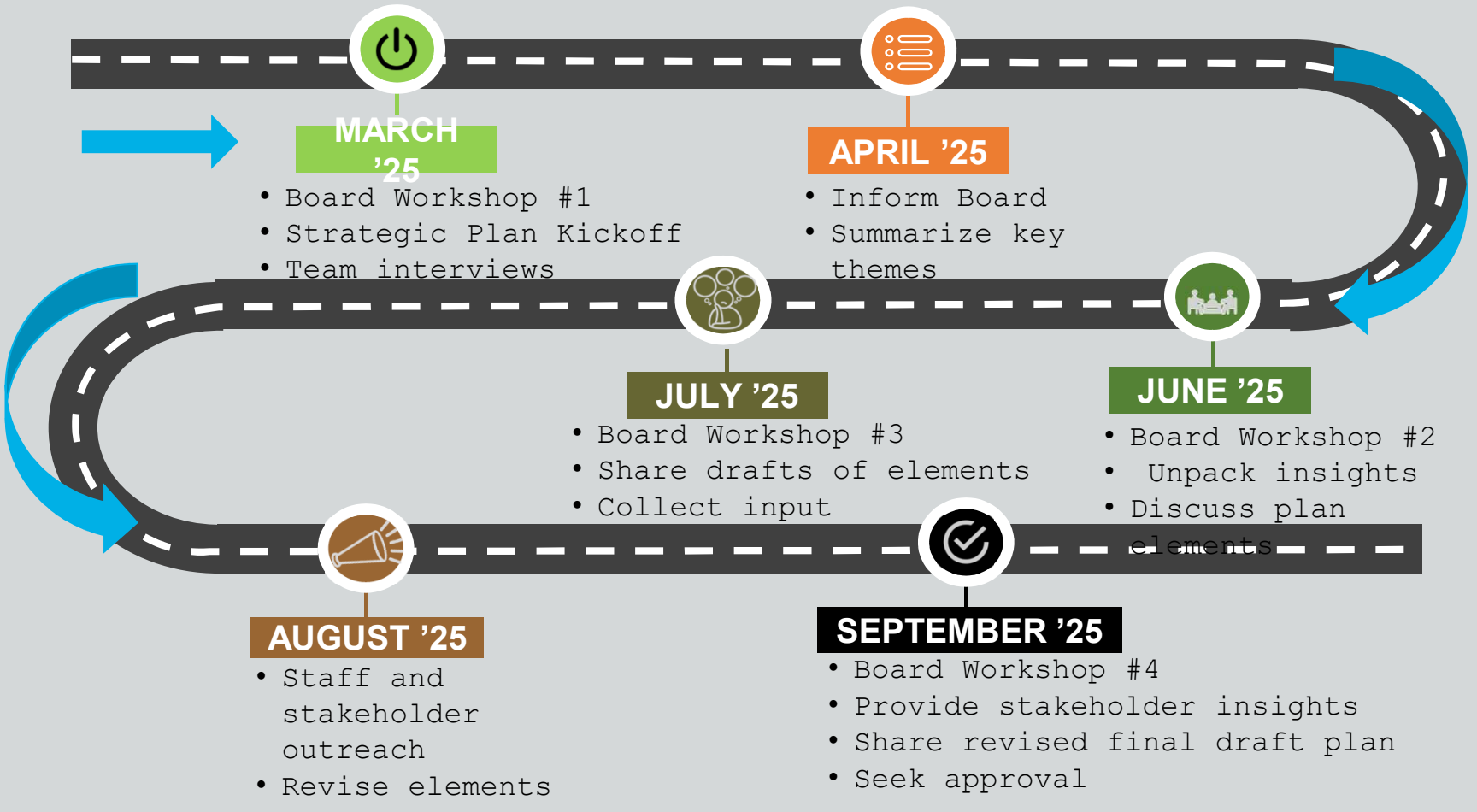
Open House Employee Engagement and Input

- Employee Feedback from the open houses included:
  - Service to our customers is a core value and key to building trust with our customers
  - Stewardship matters to employees – Employees value their stewardship of:
    - Customer interests and trust
    - Financial resources
    - Groundwater resources
  - Values can be subjective, and should be carefully considered

Next Steps

- Development of Implementation Action Plan, including:
  - Staff/Stakeholder engagement
  - Defining Tactics, Strategic Initiatives, Core Metrics, other elements
- Status update at August 2025 ACWD Legal, Intergovernmental, and Community Affairs Committee
- Additional Internal and External Engagement
- Draft Strategic Plan Document development
- Strategic Planning Workshop No. 4, September 25

Strategic Plan Journey



Questions?

Agenda Item

ATTACHMENTS:

	Description	Type
🗋	PowerPoint Presentation	Attachment

SisterCities
INTERNATIONAL

Connect globally. Thrive locally.

- SCI International
- SCI NorCal
- UC Sister Cities

Sister Cities International

Founded in 1956 by President Dwight Eisenhower, Sister Cities international is a nonprofit citizen diplomacy network that creates and strengthens partnerships between US and international communities.

SisterCities INTERNATIONAL
Connect globally. Thrive locally.

Mission Statement

To promote peace through mutual respect, understanding, and cooperation—

one individual, one community at a time

SisterCities INTERNATIONAL

Connect globally. Thrive locally.

Fast Facts

410 Member Cities

130+ Countries

1800+ Global Partnerships

SisterCities INTERNATIONAL

Connect globally. Thrive locally.

How do we operate?

National Board, 28 Members

State Representatives

Country and Region Representatives

Honorary Board Alumni

SCI Staff based out of Washington, D.C.

SisterCities INTERNATIONAL
Connect globally. Thrive locally.

Finances

- CORE grant – State Dept
- Donations
- Proceeds from events

SisterCities INTERNATIONAL
Connect globally. Thrive locally.

Benefits

- **Website: Sistercities.org**
- Membership Directory
- Toolkits
- Document templates, and more

- **Personalized Staff Assistance**
- Cities Seeking Partnerships
- Student Exchange Programs
- Visa, Insurance, and related services

SisterCities INTERNATIONAL
Connect globally. Thrive locally.

SCI Events and Ongoing Initiatives

- **US-Japan Sister Cities Summit:** September 16-19, 2025
- **Young Artists and Authors Showcase**
  - Deadline to Apply: April 1, 2025
- **Youth Leadership Summit:** June 15-21, 2025
  - Deadline to Apply: March 1, 2025
- **7 for 70 (Pacific Islands, PNG)**
- **500 in 5 (China)**

2025 U.S.-Japan Sister Cities Summit | 2025年 日米 姉妹都市 サミット

500 IN 5

SCI youth LEADERSHIP SUMMIT

SisterCities INTERNATIONAL
Connect globally. Thrive locally.

SCI NorCal Chapter

- **70 cities**
- Board members elected from our city members
- Meet quarterly
- Partner with the California League of Cities

Union City Sister Cities

- Our existing Sister Cities
- Our board members
- Our history
- Sister City Festival 8/17/25

Our Existing Sister Cities

Santa Rosalia
Baja, Mexico
Population: 16,000 / Language: Spanish

23+ years as a very active Sister City. Located on the Sea of Cortes. Fishing, tourism, mining..

Pasay City
Metro Manila, Philippines
Population: 390,000 / Language: Tagalog

Known as the travel capital of the Philippines. Home to one of the largest shopping malls in the world.

Jalandar
Punjab, India
Population: 900,000 / Language: Punjabi

The most peaceful city in the state. A commercial city, but sports are #1 here, from cricket to Kabbadi.

Chiang Rai
Chiang Rai Province, Thailand
Population: 200,000 / Language: Thai

In the Golden Triangle. Founded in 1262 as capital of Mangrai Dynasty. Many beautiful Buddhist temples.

Liyang
Jiangsu, China
Population: 740,000 / Language: Northern Wu

Tian Mu Lake resort area. International tea festival. Known for white tea and famous fish head soup.

Asadabad
Kunar Province, Afghanistan
Population: 50,000 / Language: Pashto

Provincial capital in the Hindu Kush mountains. Rebuilding after many years of war.

Baybay
Leyte, Philippines
Population: 103,000 / Language: Visayan

Major port city on the island of Leyte. WWII military base where MacArthur said "I shall return."

Mushin
Lagos, Nigeria
Population: 633,000 / Language: Yoruba

Home of the Mushin tribe and a leading beneficiary of industrial expansion after independence in 1960.

Khushab
Punjab, Pakistan
Population: 119,000 / Language: Urdu

A land of magical lakes, salt ranges, lush forests, and historical richness. Our newest sister city!

Guro
Seoul, South Korea
Population: 417,000 / Language: Korean

Friendship City. Hub of digital industry and modern arts and culture. Annual G Festival attracts thousands.

Our Board Members

Accomplishments and Activities

- Scholarships – New Haven
- Donations to our Sister Cities
  - Afghanistan
  - Philippines
  - Thailand

- Bench project
- Peace pole
- Sister City visits

Sister City Festival

- Sunday, August 17th
- Mark Green Sports Center
- 12 pm – 5 pm
- Tickets - $25

SisterCities
INTERNATIONAL
Connect globally. Thrive locally.

Questions?

Agenda Item

DATE: 7/22/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Chief Jared Rinetti

SUBJECT:

EXECUTIVE SUMMARY

STRATEGIC PLAN ALIGNMENT

BACKGROUND

DISCUSSION

FISCAL IMPACT

RECOMMENDATION

Prepared by:

Lt. Jean Jimenez

Submitted by:

Captain Andrew Holt

ATTACHMENTS:

Description	Type
PowerPoint Presentation	Attachment

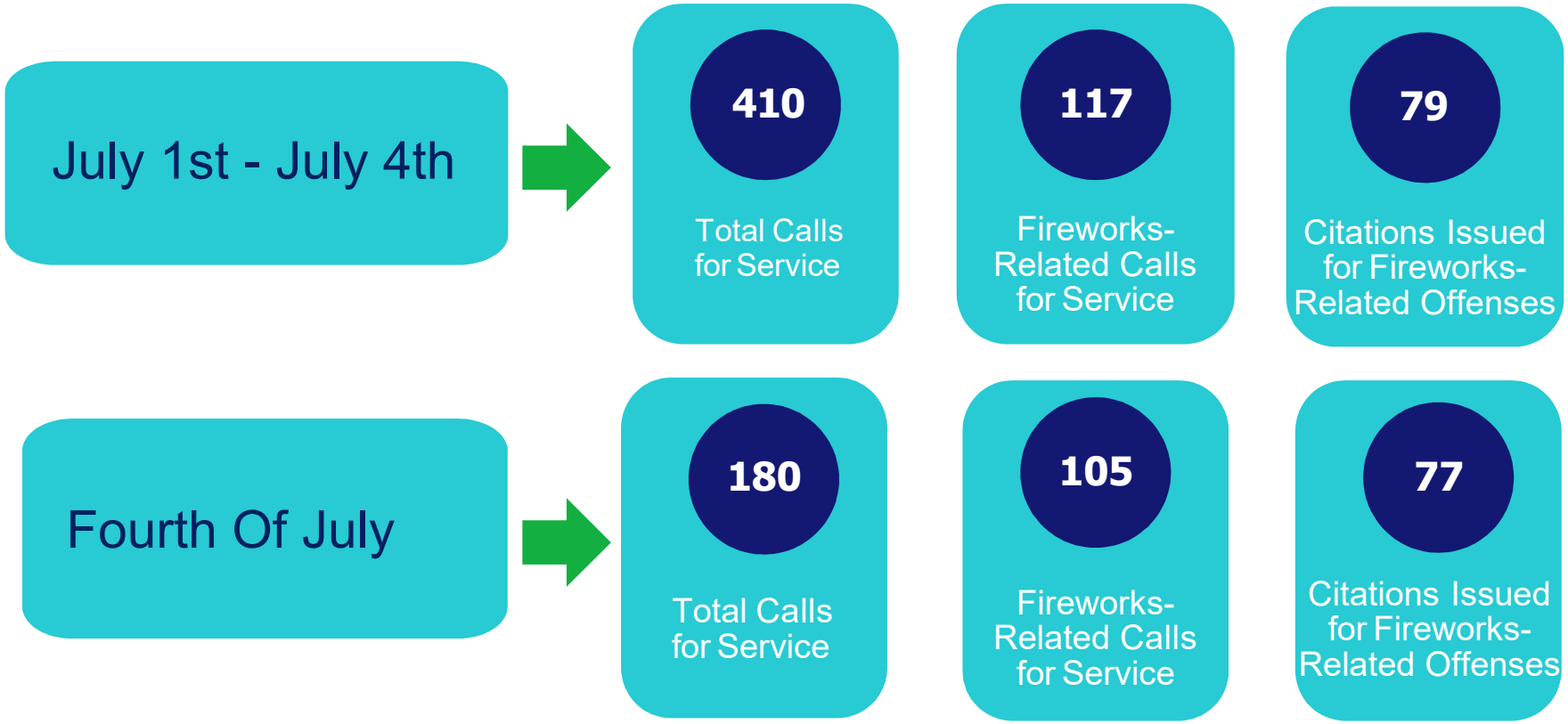
UNION CITY
EST. 1966
POLICE

OPERATION PLAN - FOURTH OF JULY 2025

Department Objectives

This year, we used the same comprehensive Incident Command System (ICS) format that was first implemented in previous years. The plan required resources from the Union City Police Department, Fremont Police Department, Alameda County Fire and UC Public Works. Preparatory meetings began in May of 2025.

CALLS FOR SERVICE/CITATIONS



POLICE CHIEF	1
POLICE CAPTAIN	2
POLICE LIEUTENANT	2
POLICE SERGEANT	3
POLICE OFFICER	26
COMMUNITY SERVICE AIDE	2
PUBLIC SERVICES OFFICER	1
POLICE CADET	1
CRIME ANALYST	1
POLICE OFFICE ASST.	2

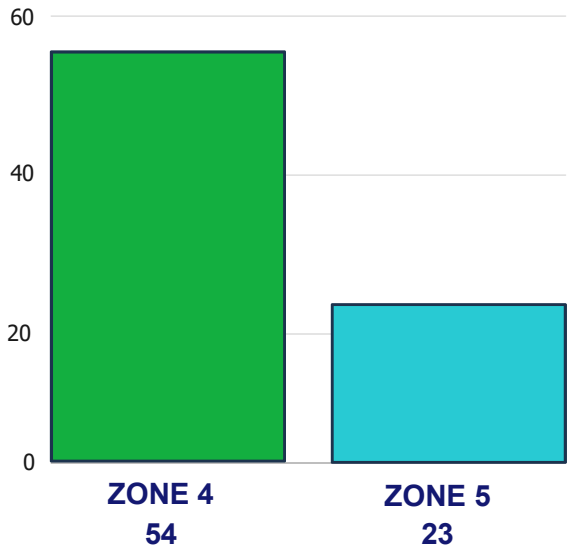
TOTAL STAFFING	41

CALLS FOR SERVICE
RESPONSE TIMES

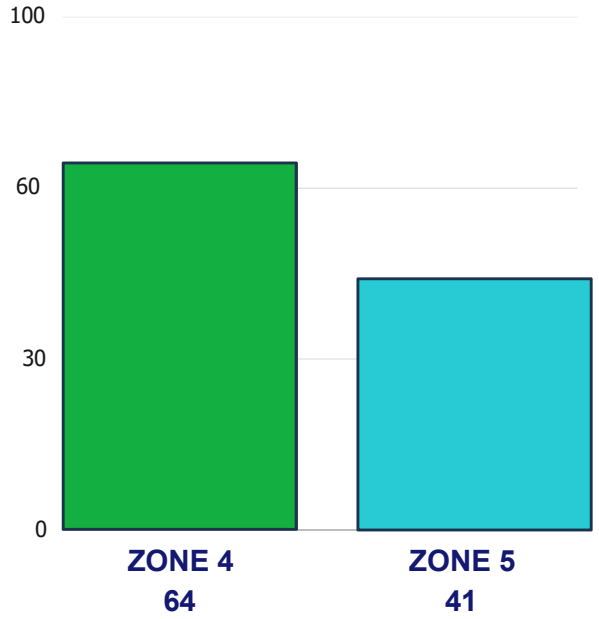
2024	2025
Average Police Response Time	Average Police Response Time
3.7 minutes	2.01 minutes
Shortest Police Response Time	Shortest Police Response Time
Under 1 minute	Under 1 minute
Longest Police Response Time	Longest Police Response Time
39 minutes	28 minutes

FIREWORKS-RELATED CITATIONS & CALLS FOR SERVICE (7/04/25)
Based on Zone 4 & Zone 5

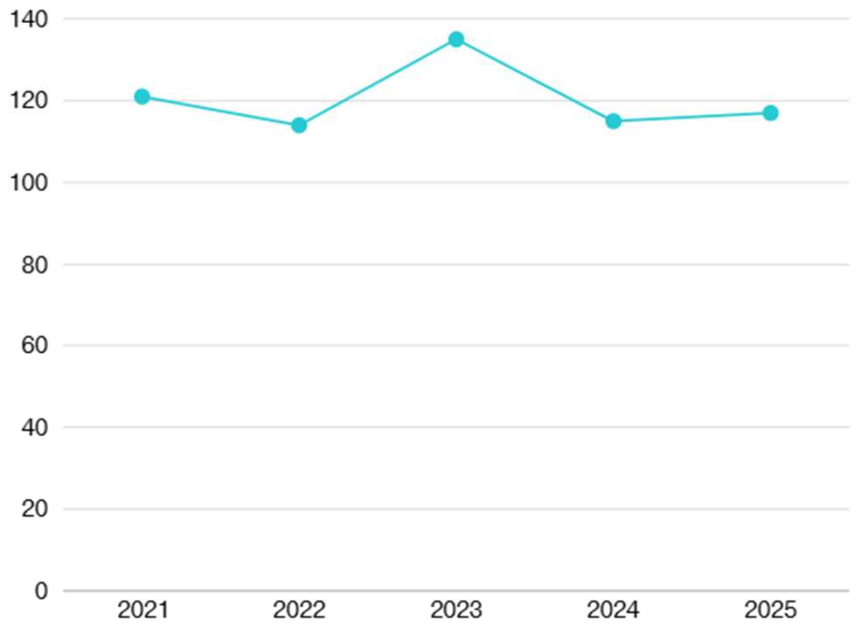
Citations



Calls for Service



FIREWORKS-RELATED INCIDENTS
5-Year Look-Back



117 **Friday, July 4th, 2025**

115 **Thursday, July 4th, 2024**

135 **Tuesday, July 4th, 2023**

114 **Monday, July 4th, 2022**

121 **Sunday, July 4th, 2021**

BILLED COSTS - FIREWORKS ENFORCEMENT

50 % of billed Fourth of July overtime costs of non-management staff from **July 1, 2025,** to **July 4, 2025**

	SWORN PERSONNEL	CIVILIAN PERSONNEL	TOTAL
PERSONNEL	23	6	29
COST	$ 11,609.86	$ 2,427.17	$ 14,037.03

HISTORICAL COSTS FOR FOURTH OF JULY OPERATIONAL PERIOD

	SWORN PERSONNEL	CIVILIAN PERSONNEL	TOTAL
2025	23	6	$ 14,037.03
2024	26	6	$ 17,000.00
2023	20	4	$ 12,786.37
2022	29	5	$ 9,022.91

FIRE DEPARTMENT
FIREWORKS-RELATED CALLS FOR SERVICE

117 Fireworks-Related Calls for Service

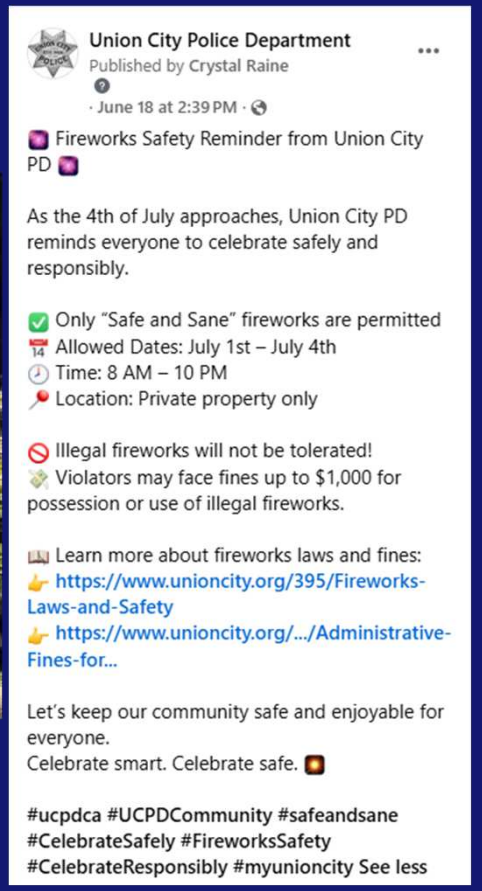
4 Fireworks-Related Fires

0 Fireworks-Related Injuries

FIREWORKS EDUCATION
Through Social Media

Weekly posts began June 18th through July 4th

Total of 6 posts across all social media platforms
- 2 Informational Flyers
- 2 Proactive Enforcement Fireworks Posts
- 2 Safety Videos



Union City Police Department
Published by Crystal Raine
· June 18 at 2:39 PM ·

Fireworks Safety Reminder from Union City PD

As the 4th of July approaches, Union City PD reminds everyone to celebrate safely and responsibly.

✅ Only "Safe and Sane" fireworks are permitted
📅 Allowed Dates: July 1st – July 4th
🕗 Time: 8 AM – 10 PM
📍 Location: Private property only

🚫 Illegal fireworks will not be tolerated!
💸 Violators may face fines up to $1,000 for possession or use of illegal fireworks.

📖 Learn more about fireworks laws and fines:
👉 https://www.unioncity.org/395/Fireworks-Laws-and-Safety
👉 https://www.unioncity.org/.../Administrative-Fines-for...

Let's keep our community safe and enjoyable for everyone.
Celebrate smart. Celebrate safe. 🧨

#ucpdca #UCPDCommunity #safeandsane #CelebrateSafely #FireworksSafety #CelebrateResponsibly #myunioncity See less

PROACTIVE ENFORCEMENT

June 20, 2025 - July 4, 2025

Confiscated Fireworks

Four (4) 55-gallon drums filled with 200 pounds of illegal and dangerous fireworks were seized.

RECOMMENDATIONS FOR 2026

- Continue fireworks education prior to the Fourth of July.
- Continue assigning unmarked vehicles in each zone for all special enforcement shifts related to the 4th of July.
- Continue encouraging and training Patrol to assist with Administrative Citations.
- Dispatch should continue to use UCPD's Main Channel for patrol and special enforcement. The stacking calls system requires an MDC, which the unmarked vehicles were not equipped with.
- Begin special enforcement shifts 2 weeks prior to the Fourth of July.
- Continue to set expectations that special enforcement units stay busy with EPC's, security checks, and general proactivity if fireworks activity is not occurring.
- Continue deploying a CSA with all fire apparatus assigned to the detail for crowd and traffic control during ACFD incidents.

Agenda Item

ATTACHMENTS:

	Description	Type
🗋	Action Mnutes	Attachment

MINUTES

CITY OF UNION CITY
CITY COUNCIL SPECIAL MEETING

GARY SINGH, Mayor
SCOTT SAKAKIHARA, Vice Mayor (District 4)
LANCE NISHIHIRA, Councilmember (District 1)
JAMIE PATIÑO, Councilmember (District 2)
JEFF WANG, Councilmember (District 3)

Tuesday, July 22, 2025 | 5:30 PM

City Hall – City Council Conference Room
34009 Alvarado-Niles Road
Union City, CA 94587

1. CALL TO ORDER

Mayor Singh called the meeting to order at 5:36 PM. He announced that Councilmember Patiño would be participating remotely via teleconference, pursuant to California Government Code Section 54953, and that his location had been properly noticed in accordance with the Brown Act.

`

2. ROLL CALL

Attendee Name	Present
Councilmember Nishihira	Yes
Councilmember Patiño	Yes (Remote)
Councilmember Wang	Yes
Vice Mayor Sakakihara	Yes
Mayor Singh	Yes

3. ORAL COMMUNICATIONS

Mayor Singh opened Oral Communications. There being no speakers, Mayor Singh closed Oral Communications.

4. CONSENT CALENDAR

Motion: Adopt a Resolution Accepting the City of Fremont's Human Services and Family Related Services Grant for Fiscal Year 2025-2026 and Fiscal Year 2026-2027, in the Total Amount of $437,190, to Provide Positive Youth Development Programs, and Authorizing the City Manager to Execute Task Order No. 15 to the Joint Powers Agreement.	
RESULT:	**Pass**
MOVER:	Mayor Singh
SECONDER:	Vice Mayor Sakakihara
AYES:	Councilmembers Nishihira, Patiño, Wang, Vice Mayor Sakakihara, and Mayor Singh
NOES:	None
ABSENT:	None

4.a. Adopt a Resolution Accepting the City of Fremont's Human Services and Family Related Services Grant for Fiscal Year 2025-2026 and Fiscal Year 2026-2027, in the Total Amount of $437,190, to Provide Positive Youth Development Programs, and Authorizing the City Manager to Execute Task Order No. 15 to the Joint Powers Agreement

A motion was made to adopt the resolution.

Enactment No.: Resolution No. 2025-098

5. STUDY SESSION

5.a. Economic Development – Growing Local Economies to Increase the Quality of Life, Discussion with Gurbax Sahota, President & CEO, CALED

Economic Development Manager Ortega introduced the item and welcomed speakers from the California Association for Local Economic Development (CALED) and the East Bay Economic Development Alliance (EDA), including Gurbax Sahota and Stephen Baiter, Vice Chair of the CALED Executive Committee.

The study session featured presentations on best practices in economic development, regional trends, and local opportunities. Each City Councilmember shared their perspectives on economic development priorities, including strategies for business attraction, performance metrics, and business retention.

Council received the report.

6. ADJOURNMENT

Mayor Singh adjourned the meeting at 6:55 PM.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the City Council of the City of Union City on August 12, 2025.

/s/Thai Nam Pham, MMC, CPMC
City Clerk

Agenda Item

ATTACHMENTS:

	Description	Type
🗋	Action Mnutes	Attachment

MINUTES

CITY OF UNION CITY / SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
REGULAR MEETING

GARY SINGH, Mayor
SCOTT SAKAKIHARA, Vice Mayor (District 4)
LANCE NISHIHIRA, Councilmember (District 1)
JAMIE PATIÑO, Councilmember (District 2)
JEFF WANG, Councilmember (District 3)

Tuesday, July 22, 2025 | 7:00 PM

City Hall – Tom Kitayama City Council Chambers
34009 Alvarado-Niles Road, Union City, CA 94587

1. CALL TO ORDER

Mayor Singh called the meeting to order at 7:08 PM.

1.1. Pledge of Allegiance

Mayor Singh led the Pledge of Allegiance.

1.2. Roll Call

Attendee Name	Present
Councilmember Nishihira	Yes
Councilmember Patiño	Yes (Remote*)
Councilmember Wang	Yes
Vice Mayor Sakakihara	Yes
Mayor Singh	Yes

**Although not announced during this Regular Meeting, Councilmember Patiño's remote participation from Atlanta, Georgia, was acknowledged by the Mayor during the Special Study Session held earlier that evening, in compliance with Government Code Section 54953.*

2. UNFINISHED BUSINESS

There were none.

3. PROCLAMATIONS AND PRESENTATIONS

3.1. Hate Crimes Presentation from the Union City Police Department

Police Captain Holt provided staff presentation and responded to questions from members of the Council.

4. ORAL COMMUNICATIONS

Mayor Singh opened Oral Communications. The following speakers spoke during Oral Communications:

Soorya Ramanj
Duke Hwang
Joe Chu

Since there were no further speakers, Mayor Singh closed Oral Communications.

5. CONSENT CALENDAR

Motion: Approve the Consent Calendar Items 5.1 – 5.5.	
RESULT:	**Pass**
MOVER:	Councilmember Patiño
SECONDER:	Councilmember Wang
AYES:	Councilmembers Nishihira, Patiño, Wang, Vice Mayor Sakakihara, and Mayor Singh
NOES:	None
ABSENT:	None

5.1. Approve the July 8, 2025 City Council Regular Meeting Action Minutes

A motion was made to approve the minutes.

5.2. Adopt a Resolution Authorizing the City Manager to Enter Into a Professional Services Agreement With TeamCivX for $90,000 and Godbe Research for $41,475 to Assist the City in Community Surveying and Communications, and Authorize Additional Funds for Communications Collateral, Including up to Three Mailers at$18,250 per Mailing, and a Digital Communications Budget of $10,000 That Will Also Be Coordinated Through TeamCivX

Enactment No.: Resolution No. 2025-099

5.3. Adopt a Resolution Approving a Consulting Services Agreement with R3 Consulting Group, Inc., in a Not-to-Exceed Amount of $300,000, Through August 1, 2026, for Staffing Augmentation and Consulting Services, and Authorizing the City Manager to Execute the Agreement in a Form Approved by the City Attorney

Enactment No.: Resolution No. 2025-100

5.4. Adopt a Resolution Authorizing the City Manager to Approve a Purchase Order Change Order, in the Amount of $31,000, to Purchase Order No. 1054701 With Robert Half International, for a Total Purchase Order Amount of $105,000, for Temporary Staffing Services for the Finance Department

Enactment No.: Resolution No. 2025-101

5.5. Adopt a Resolution Authorizing the City Manager to Allow the Police Department to Over Hire up to Four Sworn Police Officer Positions Based Upon Forecasted Vacancies

A motion was made to adopt the resolution.

Enactment No.: Resolution No. 2025-102

5.6. Adopt a Resolution Authorizing the City Manager to Execute the Fifth Amendment to the Consulting Service Agreement with Cumming Group, in the amount of $203,932, for a total contract amount of $660,830, for Construction Project Management Services for Various City-Owned Building Repairs and Renovations

A motion was made to adopt the resolution.

Enactment No.: Resolution No. 2025-103

6. PUBLIC HEARINGS

6.1. Conduct a Public Hearing and Adopt Two Resolutions of the City Council of the City of Union City: 1) Approving and Authorizing the Submittal of the 2025–2029 Community Development Block Grant (CDBG) Consolidated Plan and the FY 2025– 2026 CDBG Annual Action Plan, and Authorizing the City Manager, or Their Designee, to Submit the 2025–2029 CDBG Consolidated Plan and the FY 2025–2026 CDBG Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) and to Execute All Documents and Certifications Necessary to Secure Funding for the City, and 2) Awarding $245,000 Annually From the General Fund to Various Public Services Providers as Part of the City's Public Services Grants Process for FY 2025–2026 and FY 2026–2027, and Authorizing the City Manager, or Their Designee, to Execute All Documents Necessary to Secure Funding and Award the Public Services Grants

Housing and Community Development Manager Gomez provided staff presentation to the Council and responded to questions from council members.

Mayor Singh opened the Public Hearing at 8:12 PM. Seeing no speakers, Mayor Singh closed the Public Hearing at 8:12 PM.

Motion: Adopt a resolution approving the 2025-2029 Consolidated Plan and the FY 2025-2026 CDBG Annual Action Plan and authorizing the City Manager, or their designee, to submit the Consolidated Plan and CDBG Annual Action Plan to HUD and execute documents and certifications necessary to secure and award funding; and

Adopt a resolution awarding $245,000 annually from the General Fund to various public service providers as part of the City's Public Services Grant process for FY 2025-2026 and FY 2026-2027 and authorizing the City Manager, or their designee, to execute all documents necessary to secure funding and award the Public Service Grants.

RESULT: Pass

MOVER:	Vice Mayor Sakakihara
SECONDER:	Councilmember Wang
AYES:	Councilmembers Nishihira, Patiño, Wang, Vice Mayor Sakakihara, and Mayor Singh
NOES:	None
ABSENT:	None

Enactment No.: Resolution Nos. 2025-104 and 2025-105

6.2. 6.2. Conduct A Public Hearing And Adopt A Resolution Approving The Adjusted Stormwater Fee And Ordering The Collection Of The Fee On The Tax Roll

City Attorney Kokotaylo provided staff presentation to the Council and responded to questions from council members.

Mayor Singh opened the Public Hearing at 8:16 PM. Wendy Huang spoke on the item. Seeing no further speakers, Mayor Singh closed the Public Hearing at 8:18 PM.

Motion: Adopt a resolution approving the proposed adjusted fees for the Stormwater Fee and order the collection on the tax roll.	
RESULT:	**Pass**
MOVER:	Vice Mayor Sakakihara
SECONDER:	Councilmember Patiño
AYES:	Councilmembers Nishihira, Patiño, Wang, Vice Mayor Sakakihara, and Mayor Singh
NOES:	None
ABSENT:	None

Enactment No.: Resolution Nos. 2025-106

7. CITY MANAGER REPORTS

7.1. Adopt a Resolution Supporting Federal Recognition of the Muwekma Ohlone Tribe

City Clerk Pham provided brief presentation on the item.

Mayor Singh opened Public Comment. The following speakers spoke on the item:

Charlene Nijmeh
Aaron He
Leo Billante
Caleb Wang
Ayash Iyengar
Ari Deshpande
Sudhanva Beluv
Gabriel
Alan Leventhal
Arabella Nijmeh
Dhruv Malid
Aarav Iyer

Seeing no other speakers, Mayor Singh closed Public Comment.

Motion: Adopt a resolution supporting federal recognition of the Muwekma Ohlone Tribe.	
RESULT:	**Pass**
MOVER:	Councilmember Patiño
SECONDER:	Councilmember Wang
AYES:	Councilmember Nishihira, Patiño, Wang, Vice Mayor Sakakihara, and Mayor Singh
NOES:	None
ABSENT:	None

Enactment No.: Resolution No. 2025-107

8. SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY

There were none.

9. AUTHORITIES AND AGENCIES

There were none.

10. CITY COMMISSION / COMMITTEE REPORTS

There were none.

11. ITEMS REFERRED BY COUNCIL

Vice Mayor Sakakihara reported on the Ava Community Energy Finance Committee and Board of Directors meetings.

Councilmember Wang reported on the Alameda County Waste Management Authority and the Economic Development Advisory Team meetings.

Councilmember Nishihira noted that a ribbon-cutting for Panera Bread will take place on Thursday, July 24. He also reported that he will attend upcoming meetings of the Alameda County Library Commission and the Human Relations Commission, and that the Legislation and Policy Committee met on July 21.

Councilmember Patiño reported on the League of California Cities Board of Directors meeting and noted reconnecting with a former director of Ava Community Energy.

Mayor Singh reported on the Legislation and Policy Committee meeting, the Alameda County Mayors' Conference, and the Alameda CTC Programs and Projects Committee.

12. GOOD OF THE ORDER

Vice Mayor Sakakihara attended the Annak Ti Santiago USA 16th Anniversary celebration at the Ruggieri Senior Center and participated in Supervisor Marquez's Measure W Listening Session for the Tri-Cities and Hayward, held at Hayward City Hall.

Councilmember Wang reported attending the ribbon cutting for Don Julio Taqueria with Councilmember Patiño and Mayor Singh, and the Southern Alameda County Buddhist Church's Annual Japanese Bazaar.

Councilmember Nishihira had nothing to report.

Mayor Singh also attended the Southern Alameda County Buddhist Church's Annual Japanese Bazaar.

Councilmember Patiño reported being interviewed by Ohlone College students for a history class on July 11. He attended the July 13 ribbon cutting for Don Julio Taqueria, which featured cultural performances and a strong community turnout. He participated in the National League of Cities Summer Board and Leadership Retreat in Columbus, the Cal Cities Board Meeting in San Jose, and the first session of a five-month WELL cohort in Richmond. He is currently in Atlanta attending the NALEO Annual Conference, where he moderated a panel on federal policy in the Latino community and joined in honoring retiring CEO Arturo Vargas.

13. CLOSED SESSION

There were none.

14. ADJOURNMENT

Mayor Singh adjourned the meeting at 8:52 PM.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the City Council of the City of Union City on August 12, 2025.

/s/Thai Nam Pham, MMC, CPMC
City Clerk

Agenda Item

ATTACHMENTS:

	Description	Type
🗋	Action Mnutes	Attachment

MINUTES

CITY OF UNION CITY
CITY COUNCIL SPECIAL CLOSED SESSION

GARY SINGH, Mayor
SCOTT SAKAKIHARA, Vice Mayor (District 4)
LANCE NISHIHIRA, Councilmember (District 1)
JAMIE PATIÑO, Councilmember (District 2)
JEFF WANG, Councilmember (District 3)

Tuesday, July 29, 2025 | 5:00 PM

City Hall –City Council Conference Room
34009 Alvarado-Niles Road
Union City, CA 94587

1. CALL TO ORDER

Mayor Singh called the meeting to order at 5:00 PM.

2. ROLL CALL

Attendee Name	Present
Councilmember Nishihira	Yes
Councilmember Patiño	Yes
Councilmember Wang	Yes
Vice Mayor Sakakihara	Yes
Mayor Singh	Yes

3. ORAL COMMUNICATIONS

Mayor Singh opened Public Comment. There being no speakers, Mayor Singh closed Public Comment.

4. CLOSED SESSION

4.1. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code § 54957.6

Agency Designated Representatives:
Joan Malloy, City Manager
Jason Castleberry, Human Resources Director
Jeff Bailey, IEDA Labor Negotiator

Employee Organizations:
Operating Engineers Local 3 – Professional Employee Group
Operating Engineers Local 3 – Management Employee Group

No reportable action

5. REPORT OUT OF CLOSED SESSION

Mayor Singh reported on the closed session item referenced above.

6. ADJOURNMENT

Mayor Singh adjourned the meeting at 5:45 PM.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the City Council of the City of Union City on August 12, 2025.

/s/Thai Nam Pham, MMC, CPMC
City Clerk

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION APPOINTING BARRY FERRIER TO THE ECONOMIC DEVELOPMENT ADVISORY TEAM (EDAT); AND ADOPT A RESOLUTION APPOINTING AJ ASSEF, HARPREET KAUR, PRAIRNA GUPTA GARG, DEEPTI GARG, AND MADHU SINGH TO THE CLIMATE ACTION PLAN UPDATE TASK FORCE

EXECUTIVE SUMMARY

The City Council is requested to consider appointments to fill one vacancy on the Economic Development Advisory Team (EDAT) and to appoint five non-Councilmembers to the Climate Action Plan Update Task Force.

STRATEGIC PLAN ALIGNMENT

Goal C. Economic, Community Development, and Public Safety: Promote community growth and innovation through forward-thinking strategies; and

Goal D. Environmental Sustainability and Infrastructure: Create a sustainable community and maintain infrastructure.

BACKGROUND

Economic Development Advisory Team (EDAT)

Pursuant to Union City Municipal Code Section 2.40.060, a member's seat is automatically vacated after three consecutive unexcused absences. On July 23, 2025, staff issued a notice to member Arun Coumar confirming that his seat was vacated for non-attendance. Mayor Singh recommends appointing Barry Ferrier, a former EDAT member, to fill this vacancy for a term ending August 8, 2027.

Climate Action Plan Update Task Force

On May 27, 2025, the City Council adopted Resolution No. 2025-070 establishing the Climate Action Plan Update Task Force. The Task Force will provide feedback at key milestones during the Climate Action Plan (CAP) update process. Membership includes two City Councilmembers, one representative each from the Planning, Human Relations, and Parks and Recreation Commissions, and two at-large community members.

The Mayor is recommending the following at-large community members:

- AJ Assef
- Harpreet Kaur

In addition, the following representatives have been recommended by their respective commissions and are forwarded for City Council consideration:

- Planning Commission Representative: Prairna Gupta Garg
- Human Relations Commission Representative: Deepti Garg
- Parks & Recreation Commission Representative: Madhu Singh

All Climate Action Plan Update Task Force appointments will expire December 31, 2030.

DISCUSSION

Appointments to EDAT and the CAP Update Task Force require City Council approval upon the Mayor's recommendation. These appointments will ensure the continued work of the EDAT and the successful formation of the CAP Update Task Force in accordance with the Council's strategic goals.

EDAT meets at least quarterly, and serves as a standing committee to advise the City Council on factors affecting businesses in Union City and the economic health of the community, including but not limited to:

- Business retention;
- Business attraction;
- Business development;
- City initiatives, such as zoning and taxes that may impact businesses; and
- Other factors affecting economic growth and vitality of Union City.

The CAP Update Task Force will convene at major project milestones during for an anticipated two-year period, up until the CAP is formally adopted by the City Council. While the CAP Update Task Force will not have decision-making authority, its contributions will help shape the final strategies and policies included in the CAP. Specifically, the Task Force will be responsible for:

- Reviewing and providing input on technical materials and draft documents;
- Identifying opportunities and challenges from a community perspective;
- Helping to prioritize strategies for emissions reductions and climate adaptation;
- Serving as a liaison between the City and broader community stakeholders; and
- Supporting public engagement by encouraging community participation.

FISCAL IMPACT

There is no fiscal impact associated with this appointment.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt a resolution appointing Barry Ferrier to the Economic Development Advisory Team for a term ending August 8, 2027; and
2. Adopt a resolution appointing AJ Assef, Harpreet Kaur, Prairna Gupta Garg, Deepti Garg, and Madhu Singh to the Climate Action Plan Update Task Force for terms ending December 31, 2030.

Prepared by:

Thai Nam Pham, City Clerk

Submitted by:

Thai Nam Pham, City Clerk

ATTACHMENTS:

	Description	Type
🗋	Draft Resolution - Appointment to the Economic Development Advisory Team (Barry Ferrier)	Resolution
🗋	Draft Resolution - Appointments to the Climate Action Plan Update Task Force (Non-Council Members)	Resolution
🗋	CAPApplication - Assef, AJ	Attachment
🗋	CAPApplication - Kaur, Harpreet	Attachment

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY APPOINTING BARRY FERRIER TO THE ECONOMIC DEVELOPMENT ADVISORY TEAM

WHEREAS, the Economic Development Advisory Team (EDAT) advises the City Council on economic development policies, programs, and initiatives; and

WHEREAS, pursuant to Union City Municipal Code Section 2.40.060, a member's seat is automatically vacated after three consecutive unexcused absences; and

WHEREAS, on July 23, 2025, staff issued a notice to member Arun Coumar confirming that his seat was vacated for non-attendance; and

WHEREAS, Government Code § 40605 states that "The Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute;" and

WHEREAS, the Mayor recommends the appointment of Barry Ferrier, a former EDAT member, to fill the vacancy for the remainder of the term.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Union City hereby appoints Barry Ferrier to the Economic Development Advisory Team for a term ending August 8, 2027.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY APPOINTING AJ ASSEF, HARPREET KAUR, PRAIRNA GUPTA GARG, DEEPTI GARG, AND MADHU SINGH TO THE CLIMATE ACTION PLAN UPDATE TASK FORCE

WHEREAS, on May 27, 2025, the City Council adopted Resolution No. 2025-070 establishing the Climate Action Plan Update Task Force to advise on the Climate Action Plan (CAP) update process; and

WHEREAS, the Task Force consists of two City Councilmembers, one representative each from the Planning, Human Relations, and Parks and Recreation Commissions, and two at-large community members; and

WHEREAS, Government Code § 40605 states that "The Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute;" and

WHEREAS, the Mayor recommends the appointment of AJ Assef and Harpreet Kaur as the two at-large community members; and

WHEREAS, the following individuals have been nominated by their respective commissions and are forwarded for City Council consideration and approval:

- Planning Commission Representative: Prairna Gupta Garg
- Human Relations Commission Representative: Deepti Garg
- Parks & Recreation Commission Representative: Madhu Singh; and

WHEREAS, all appointments will expire on December 31, 2030, in accordance with the term of service established for the Climate Action Plan Update Task Force.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Union City hereby appoints AJ Assef, Harpreet Kaur, Prairna Gupta Garg, Deepti Garg, and Madhu Singh to the Climate Action Plan Update Task Force for terms ending December 31, 2030.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

City Clerk - Boards and Commissions Application

Reference #	17569412
Status	Complete
Applying For (You may check more than one)	• Climate Action Task Force (4-year term) • Planning Commission (4-year term)
Are you interested in participating in the Citizen's Academy?	Yes
First Name	AJ
Last Name	Assef
Street Address	[redacted]
City	Union City
State	California
Zip Code	[redacted]
Email Address	[redacted]
Phone Number	[redacted]
Cell Phone / Alternative Contact Number:	[redacted]
If you selected more than one Board/ Commission/Committee of interest, please rank your preferences here, starting with your first choice.	Climate action and parks and recreation as a backup
How many years have you been a resident of Union City?	20
Are you a registered voter in Union City?	Yes
What is your District of Residency?	3
Have you attended any meetings of the commission/board for which you are applying?	No
List the colleges/universities you attended.	Chabot college

List your major/degrees obtained.	In process
Please explain why you want to serve on the Union City Climate Action Task Force.	I care about climate change and strong vision for our kids and the world
Please list any other community involvement. If none, write "N/A."	N/a
What ideas or actions would you like to see in the Climate Action Plan update? If none, write "N/A".	More parks and trees and fix our city hall complex park and redo the median islands on Alvarado Nile's road.
What is the primary role of the Planning Commission?	To advise the city officials and make best decision for our city.
How vital should aesthetics be in approving development?	We should have right people in power
As land values increase, "affordable housing" becomes increasingly scarce. What are your thoughts on the City's responsibility to plan for and provide affordable housing?	Coming up with community lottery system and development of bart station area and quarry lakes . The city should hire more staff that can work with developers and state for more resources.
What do you feel are some factors that make a residential neighborhood a "good place to live?"	The people and good residents and also clean safe environment.
What role should the economics of the development (city taxes received and the project costs) play in planning decisions?	It very important and make a decision when comes to development.
What types of businesses should Union City seek and why?	bring more business to Union City that's gonna help our city in a long term . I'm in support in watever .
In 1996, the voters approved Measure II, enacting very stringent development policies in the hillside area. Pressure is mounting to allow some development in the hills. If Measure II were proposed for amendment, under what conditions, if any, would you favor relaxing the policies?	I will leave that decision up to the council and watever decision they come up with I support 100 percent

Why do you want to be a Board/Commission/ Committee member? What do you feel you could contribute?	My passion towards council council and helping out others and I think my contribution will bring along way , by bringing in some good ideas.
What qualifies you for this appointment?	I'm educated towards have taken classes about climate and if we don't do something about this nothing will be done . We need to take care of our streets , parks and etc
What is your vision for the committee/ commission you are applying to?	Having better streets , cleaner parks better communication so our residents know what is going on when it Comes to climate change .
How does this vision support the Council's priorities as stated in the 5-Year Strategic Plan?	Support our environment cleaner streets for the better of Union City
Are you currently receiving any form of compensation from the City for work performed?	No
Do you have any relatives serving on Council, Commissions, Boards, and Committees or otherwise employed by the City of Union City?	No
Name and location of high school/college/ university/technical or trade school along with degrees received.	Chabot college
What community activities are you presently involved in, or have been in the past?	In the process
Employer Name	Allied Universal
Position	Security officer
Dates Employed	7-6-16
Duties	I am a professional security guard at the new park mall patrolling inside and outside the mall
Do we have your permission to contact these individuals?	Yes
Name	Octavio
Telephone #:	[redacted]

Email Address	[redacted]
Name	Charles
Telephone #:	[redacted]
Email Address	[redacted]
Name	Asad
Telephone #:	[redacted]
Email Address	[redacted]
Email Address	[redacted]
Email Address	[redacted]
Applicant Signature	[redacted]
Date Signed	07/03/2025
Last Update	2025-07-03 15:49:03
Start Time	2025-07-03 15:23:07
Finish Time	2025-07-03 15:49:03
IP	[redacted]
Browser	Other
Device	Mobile
Referrer	https://www.unioncity.org/

Powered by Formsite

City Clerk - Boards and Commissions Application

Reference #	17709919
Status	Complete
Applying For (You may check more than one)	Climate Action Task Force (4-year term)
Are you interested in participating in the Citizen's Academy?	Yes
First Name	Harpreet
Last Name	Kaur
Street Address	[redacted]
City	[redacted]
State	[redacted]
Zip Code	[redacted]
Email Address	[redacted]
Phone Number	[redacted]
Cell Phone / Alternative Contact Number:	[redacted]
How many years have you been a resident of Union City?	29
Are you a registered voter in Union City?	Yes
What is your District of Residency?	3
Have you attended any meetings of the commission/board for which you are applying?	No
List the colleges/universities you attended.	UC Davis
List your major/degrees obtained.	Bachelors in Psychology
Please explain why you want to serve on the Union City Climate Action Task Force.	I have lived in Union City for nearly my whole life. Environment changes are happening rapidly and our climate is a very big concern. Our temperatures have risen globally by 6 degrees so

	it is only getting warmer. We need a strong team to help control any environmental factors to slow down if not prevent it from worsening.
Please list any other community involvement. If none, write "N/A."	Previously on the Human Relations Commission
What ideas or actions would you like to see in the Climate Action Plan update? If none, write "N/A".	For sustainability, we would like to plant more trees and convert to clean electric energy for the environment. Reduce carbon emissions/footprints. Add more sustainable transportation for public transportation.
Why do you want to be a Board/Commission/ Committee member? What do you feel you could contribute?	As a young resident who has grown up, studied, and currently raises my own family in Union City, I wish nothing but the best and want to pay back and contribute to keeping and making the city a better place for all of us.
What qualifies you for this appointment?	Experience, education, knowledge, professionalism
What is your vision for the committee/ commission you are applying to?	My vision is to present new ideas to our city officials to prevent our climate and environmental changes from worsening.
How does this vision support the Council's priorities as stated in the 5-Year Strategic Plan?	Council's priority and vision is to convert into electric resources and use sustainable energy. Every effort and even the smallest move towards this direction will create a difference in our environment.
Are you currently receiving any form of compensation from the City for work performed?	No
Do you have any relatives serving on Council, Commissions, Boards, and Committees or otherwise employed by the City of Union City?	No
Name and location of high school/college/ university/technical or trade school along with degrees received.	James Logan High School - High School Diploma UC Davis- Bachelors of Arts Psychology

What community activities are you presently involved in, or have been in the past?	Previously on the Human Relations Commission Strong supporter of the Union City efforts and officials
Do we have your permission to contact these individuals?	Yes
Name	Jaswinder Singh
Telephone #:	[redacted]
Email Address	[redacted]
Name	Gary Singh
Telephone #:	[redacted]
Name	Makhan Bains
Telephone #:	[redacted]
Name	Harpal Mann
Telephone #:	[redacted]
Name	Loveleen Singh
Telephone #:	[redacted]
Applicant Signature	
Date Signed	07/31/2025
Last Update	2025-07-31 12:46:50
Start Time	2025-07-31 12:31:30
Finish Time	2025-07-31 12:46:50
IP	[redacted]
Browser	Safari
Device	Mobile
Referrer	https://fs27.formsite.com/unioncity/8xz2wwi4ll/index

Powered by Formsite

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: **ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH ALAMEDA COUNTY FIRE DEPARTMENT (ACFD) FOR THE INSTALLATION OF AN ALERTING SYSTEM UPGRADE TO FIRE STATIONS NO. 31, NO. 32, AND NO. 33 IN THE AMOUNT OF $312,398.59, PLUS A TEN PERCENT CONTINGENCY FOR A TOTAL NOT-TO-EXCEED THE AMOUNT OF $343,638.45**

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a resolution authorizing the City Manager to enter into a cooperative agreement with Alameda County Fire Department (ACFD) for the installation of an alerting system upgrade to Fire Stations No. 31, No. 32, and No. 33 in the amount $312,398.59, plus a ten percent contingency for a total not-to-exceed amount of $343,638.45.

ACFD manages the Alameda County Regional Emergency Communications Center (ACRECC) that is used for emergency dispatch across most of Alameda County. ACFD is also Union City's fire and emergency response service provider and this upgrade to the alerting system is being installed across the County in all fire stations that are part of ACRECC.

STRATEGIC PLAN ALIGNMENT

There is no direct alignment with the Strategic Plan.

BACKGROUND

The Alameda County Regional Emergency Communications Center (ACRECC) is located at the Lawrence Livermore National Laboratory (LLNL) and is operated by the Alameda County Fire Department (ACFD) with oversight by an advisory committee. ACRECC delivers regional communications and dispatch services that optimize the deployment and coordination of emergency resources and serves the cities of Alameda, Dublin, Emeryville, Fremont, Livermore, Newark, Pleasanton, San Leandro, and Union City; the communities of Castro Valley, Ashland, Cherryland, San Lorenzo, and Sunol; the Lawrence Livermore, Lawrence Berkeley, and Sandia National Laboratories, Camp Parks Combat Support Training Center, all of unincorporated Alameda County; and is the Dispatch/System Status Management Center for ambulance service.

Union City contracted with ACFD for fire and emergency response services in 2010 and recently entered into an amended five-year agreement that will extend to June 30, 2030. Currently, ACFD is operating out of three locations:

Fire Station 31 — 33555 Central Avenue
Fire Station 32 — 31600 Alvarado Boulevard
Fire Station 33 — 33942 7th Street

The stations are owned by the City and provided to ACFD at no cost. ACFD is now proposing to upgrade all stations with a new station alerting system known as Phoenix G2, which is a product manufactured by the Honeywell International, Inc. Funds of $240,000 were provided to ACFD in FY 2023-2024 to pay for the new alerting system installation, with the expectation that it would be installed in FY 2024-2025. The initial cost

estimate was $80,000 per station based on similar installations; however, after advertising the project for bid twice, it was clear that costs had increased substantially. Both bids were rejected by the County for various reasons. Ultimately, ACFD identified a certified vendor for the Phoenix G2 system that provided the most competitive cost and met the warranty requirements of the alerting system. This process delayed the installation and has required the City to commit additional funds of $103,639 that were included in the FY 2025-2026 adopted budget for ACFD to cover the updated contract cost and provide a ten percent contingency.

DISCUSSION

The Honeywell Phoenix G2 alerting system is an alarm system at the fire stations that when triggered by the ACRECC dispatch center, strobe lights and speakers are activated. The current system is 20 years old, and the technology has reached its end of life. The installation is underway in several cities, including Fremont, Pleasanton, Alameda, and Livermore. Union City is expected to be scheduled soon and completed within this fiscal year.

The alerting system project involves pulling ethernet cables (with labels) within each of the City's fire stations (see attached floor plan layout for each station in Attachment B), accompanying electrical work as required by the system manufacturer, installation of the alerting system speakers and lights, wall/ceiling patchwork, and other associated work as needed.

The project budget has been reviewed by the Public Works Department. ACFD will also pull building permits for the installation of the project to ensure it is built to code. The cooperative agreement allows ACFD's contractor to work on the City's three fire stations. ACFD will provide a Project Manager to oversee and coordinate the work with the City. The work is expected to commence this fall and be completed within this fiscal year.

FISCAL IMPACT

In FY 2023-2024, the City paid $240,000 to ACFD towards the project. An additional $103,639 has been included in the FY 2025-2026 budget for ACFD to cover the additional contract cost and provide a ten percent contingency. See the table below for a breakdown of project costs. The project cost is $312,398.59, plus a ten percent contingency, for a total not-to-exceed amount of $343,638.45. The project account number is 11022001-57130 (110 - General Fund; 22001 - Fire Operations; 57130 - Other Capital Equipment).

Union City				
Station	Installation	Components	Total Price	+ 10%Contingency
ACFFS31	$45,989.03	$50,231	$96,220.33	$105,842.36
ACFFS32	$45,765.27	$50,021	$95,786.01	$105,364.61
ACFFS33	$57,797.40	$62,595	$120,392.25	$132,431.48
Total	$149,551.70	$162,847	$312,398.59	$343,638.45

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to enter into a cooperative agreement with Alameda County Fire Department (ACFD) for the installation of an alerting system upgrade to Fire Stations No. 31, No. 32, and No. 33 in the amount $312,398.59, plus a ten percent contingency for a total not-to-exceed amount of $343,638.45.

Prepared by:

Joan Malloy, City Manager

Submitted by:

Joan Malloy, City Manager

ATTACHMENTS:

Description	Type
Draft Resolution	Resolution
Exhibit A - Cooperative Agreement	Exhibit
Exhibit B - Builidng Plans	Exhibit
Exhibit C - Project Budget	Exhibit

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH ALAMEDA COUNTY FIRE DEPARTMENT (ACFD) FOR THE INSTALLATION OF AN ALERTING SYSTEM UPGRADE TO FIRE STATIONS NO. 31, NO. 32, AND NO. 33 IN THE AMOUNT OF $312,398.59, PLUS A TEN PERCENT CONTINGENCY FOR A TOTAL NOT-TO-EXCEED $343,638.45

WHEREAS, Alameda County Fire Department (ACFD) manages the Alameda County Regional Emergency Communications Center (ACRECC) that is used for emergency dispatch across most of Alameda County; and

WHEREAS, the Alameda County Regional Emergency Communications Center (ACRECC) is located at the Lawrence Livermore National Laboratory (LLNL) and is operated by the Alameda County Fire Department (ACFD) with oversight by an advisory committee. ACRECC delivers regional communications and dispatch services that optimize the deployment and coordination of emergency resources and serves the cities of Alameda, Dublin, Emeryville, Fremont, Livermore, Newark, Pleasanton, San Leandro, and Union City; the communities of Castro Valley, Ashland, Cherryland, San Lorenzo, and Sunol; the Lawrence Livermore, Lawrence Berkeley, and Sandia National Laboratories, Camp Parks Combat Support Training Center, all of unincorporated Alameda County; and is the Dispatch/System Status Management Center for ambulance service; and

WHEREAS, ACFD as the manager of ACRECC is proposing to upgrade fire stations with a new station alerting system known as Honeywell Phoenix G2 (“Project”) that is compliant and consistent with ACRECC; and

WHEREAS, Union City contracted with ACFD for fire and emergency response services in 2010 and recently entered into an amended five-year agreement that will extend to June 30, 2030; and

WHEREAS, ACFD operates out of three City-owned locations at no cost, including Fire Station 31, 33555 Central Avenue; Fire Station 32, 31600 Alvarado Boulevard; and Fire Station 33, 33942 7th Street; and

WHEREAS, the Project involves pulling ethernet cables (with labels) within each of the City’s fire stations (see attached floor plan layout for each station in Exhibit B), accompanying electrical work as required by the system manufacturer, installation of the alerting system speakers and lights, wall/ceiling patchwork, and other associated work as needed; and

WHEREAS, the Project, including the Project budget (Exhibit C), has been reviewed and approved by the City under the Services Contract; and

WHEREAS, the ACFD has entered a contract for the Project and will provide an ACFD Project Manager to oversee and coordinate the work with the City; and

WHEREAS, City will reimburse ACFD for all the actual costs that ACFD incurs for the Project up to a total project cost of $343,638.45, from the project account 11022001-57130 (110 - General Fund; 22001 - Fire Operations; 57130 - Other Capital Equipment).

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Union City authorizes the City Manager to enter into a Cooperative Agreement with ACFD for the Project in a form approved by the City Attorney, attached hereto as Exhibit A.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments:

1. Exhibit A – Cooperative Agreement
2. Exhibit B – Building Plans
3. Exhibit C – Project Budget

COOPERATIVE AGREEMENT

BETWEEN

THE CITY OF UNION CITY

AND

ALAMEDA COUNTY FIRE DEPARTMENT

Fire Station Alerting System

This Cooperative Agreement ("Agreement") is entered into this _____ day of _____, 2025, by and between the Alameda County Fire Department ("ACFD"), a dependent fire district governed by the Alameda County Board of Supervisors as its Board of Directors and the City of Union City, hereinafter referred to as "City," collectively hereinafter referred to as "Parties," for the Installation of the Phoenix G2 Station Alerting System by Honeywell ("Alerting System") at the City's fire stations.

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. **WHEREAS,** the Parties have entered into an agreement for the provision of fire and emergency services ("Services Contract"), pursuant to which ACFD provides contract fire and emergency response services within the incorporated limits of the City, at City cost; and

B. **WHEREAS,** under the Services Contract, the City provides ACFD the use of City-owned fire stations and at no cost to ACFD; and

C. **WHEREAS**, the Parties wish to enter into this Agreement for the installation of the Alerting System to provide an upgraded fire station alerting system to all City fire stations (the "Project"); and

D. **WHEREAS,** the Project consists of all aspects of the procurement and installation of the Alerting System, at each City fire station location (see attached list of components broken out by station in Attachment A) including receiving manufacturer certification of the Alerting System; and

E. **WHEREAS**, the Project involves pulling ethernet cables (with labels) within each of the City's fire stations (see attached floor plan layout for each station in Attachment B), accompanying electrical work as required by the system manufacturer, installation of the alerting system speakers and lights, wall/ceiling patchwork, and other associated work as needed; and

F. **WHEREAS,** the Project, including the Project budget, has been reviewed and approved by the City's representative under the Services Contract; and

G. **WHEREAS,** the ACFD has entered into a contract for the Project and will provide an ACFD Project Manager to oversee and coordinate the work with the City; and

H. **WHEREAS**, City provided ACFD with recommendations and direction for the Project; and

I. **WHEREAS,** the Parties have identified efficiencies to be gained from using ACFD's contractor to complete the Project; and

J. **WHEREAS,** the Parties agree that THREE HUNDRED TWELVE THOUSAND THREE HUNDRED NINETY-EIGHT DOLLARS AND FIFTY-NINE CENTS ($312,398.59) (the "Not-to-Exceed Amount") represents the Project cost without contingency, as detailed in Attachment A. The Project covers installation work to be performed at the following City Fire Stations:

Station 31 — 33555 Central Ave, Union City, CA 94587;

Station 32 — 31600 Alvarado Blvd, Union City, CA 94587;

Station 33 — 33942 7th St, Union City, CA 94587.

The wiring diagrams for the project are detailed in Attachment B; and

K. **WHEREAS,** City will reimburse ACFD for all of the actual costs ACFD incurs for the Project; and

L. **WHEREAS,** the City acknowledges that successful completion of the Project will require City cooperation, including timely responses; and

M. **WHEREAS**, the City Council of the City of Union City has authorized the City Manager to enter into this Agreement.

NOW THEREFORE, THE PARTIES TO THIS AGREEMENT COVENANT AND AGREE AS FOLLOWS:

TERMS

ACFD agrees that it shall:

1. Contract for completion of the Project.
2. Track costs incurred due to the Project ("Costs").
3. Send itemized invoices to the City in a timely manner for the Costs incurred. If Costs are anticipated to exceed the Not-to-Exceed Amount, ACFD will inform the City, and ACFD may place the Project on hold until additional funding is approved by the City. Any costs that result from placing the Project on hold shall be Costs to be borne by the City, however, ACFD shall take reasonable steps to mitigate such costs.

4. Prevailing Wage. ACFD shall require the relevant contractors and subcontractors performing covered work on the Project to comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto.

City agrees that it shall:

1. Identify a Project Manager who will coordinate the Project who has sufficient authority to act on behalf of the City with respect to the Project.
2. Provide timely support to ACFD in implementing the recommendations and directions provided by the City for the Project. Such support shall include, but not be limited to:
    a. Providing and facilitating unobstructed access to each City fire station;
    b. Coordinating the participation of any needed City staff as required to respond to Project needs;
    c. Providing review and responses to any requests for information, change orders, or notices within 2 business days or on a mutually-agreeable timeline;
    d. Participating in meetings, including any walk-throughs, and identifying items needed for project closeout, including any punch list items;
    e. Securing any required City approvals needed to complete the Project, including, but not limited to, approvals by planning staff, environmental staff, building official, public works director, construction manager, City Council, or City Manager.
3. Reimburse ACFD within forty-five (45) calendar days of receipt of ACFD's invoice for Costs incurred, up to the Not-to-Exceed Amount.
4. If Costs are anticipated to exceed the Not-to-Exceed Amount3, seek any needed approval confirmed in writing for allocation of additional funding in a timely manner to avoid additional costs and timely complete the Project. If additional funding is not available to complete the project, ACFD may put the Project on hold. City shall be responsible for any direct costs that result from placing the Project on hold, however, ACFD shall take reasonable steps to mitigate such costs.
5. Upon completion of the Project, assume ownership and responsibility for the components of the Alerting System, including maintenance, provided, however, that

the Parties may separately agree in writing that ACFD will maintain the Alerting System, such as through the Services Contract.

LEGAL STATUS OF THIS AGREEMENT

Nothing in this Agreement shall be considered to establish a partnership or any other joint venture between the Parties, or a joint powers agreement under the California Government Code.

NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any causes whatsoever.

NOTICES

Notices regarding proposed changes to this Agreement are to be sent as follows:

TO CITY:

City Hall of Union City
34009 Alvarado Niles Rd.
Union City, CA 94587
Attn: Joan Malloy, City Manager

TO ACFD:

Alameda County Fire Department
6363 Clark Ave.
Dublin, CA 94568
Attn: Eric Moore, Deputy Chief

WAIVER

The parties' waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as a waiver of any subsequent breach or violation of the same or any other term, condition or covenant.

AMENDMENTS

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.

SEVERABILITY CLAUSE

In any case one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

INDEMNIFICATION

ACFD agrees to indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against loss, damages, liability, claims, suits, costs and expenses, arising from or in any manner connected solely to ACFD's negligent or willful misconduct regarding performance of services or work conducted or performed pursuant to this Agreement.

The City agrees to defend, indemnify, and hold harmless the Alameda County Fire Department, the County of Alameda, their governing bodies, their predecessors, successors, assignees, agents, departments, officials, representatives, employees and all persons acting by, through, under or in concert with any of them, and each of them (collectively "ACFD Indemnitees") from and against loss, damages, liability, claims, suits, costs and expenses, arising from or in any manner connected solely to the City's negligent or willful misconduct regarding performance of services or work conducted or performed pursuant to this Agreement.

TERM

The term of this Agreement shall be effective when this Agreement is fully executed by all parties, and this Agreement shall terminate when all the obligations for each party have been fulfilled.

MODIFICATION

This Agreement constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

COUNTERPARTS

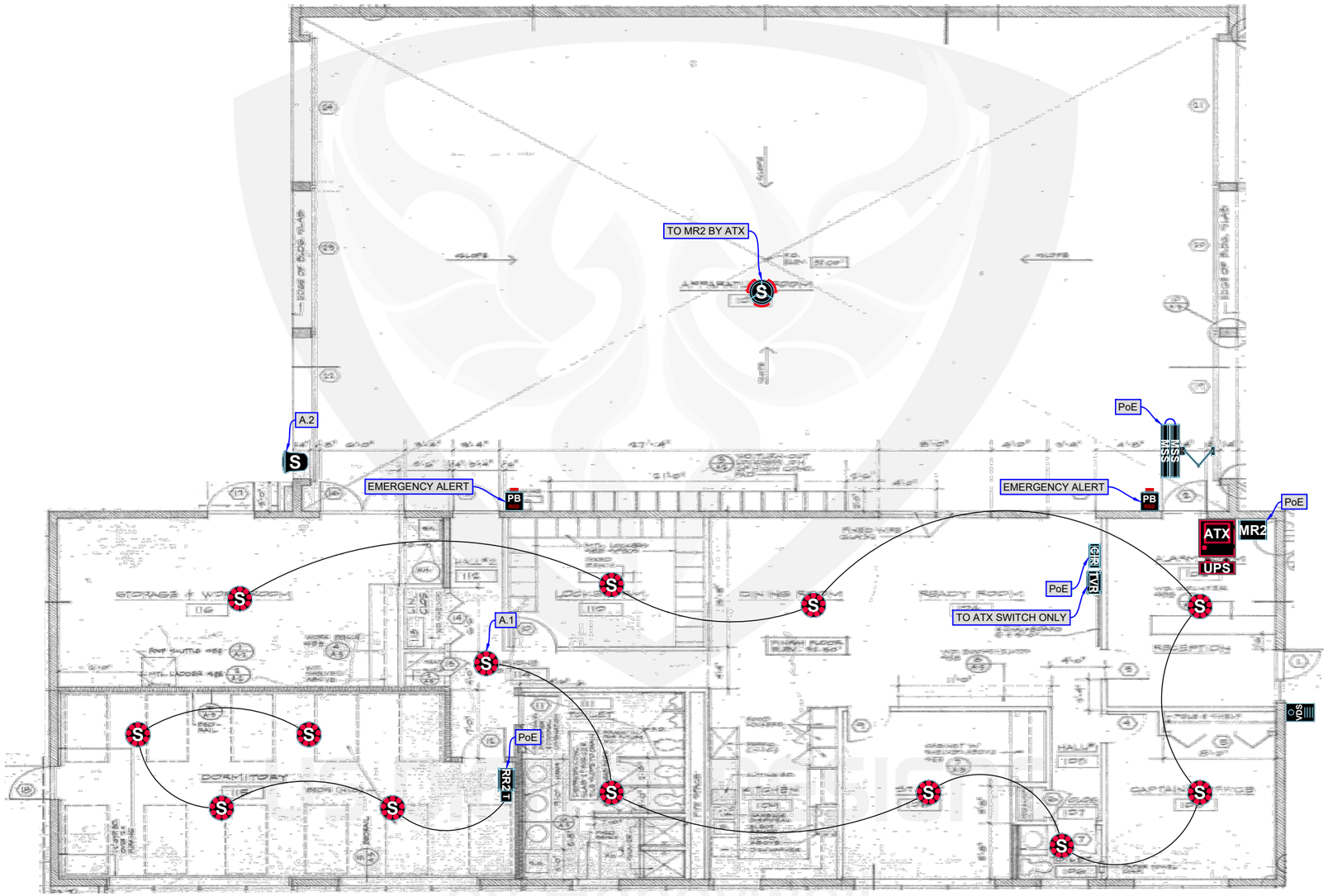
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the effective date, which is the date first written above.

ALAMEDA COUNTY FIRE DEPARTMENT	**CITY OF UNION CITY**
By:	By:
_____	_____
David Haubert President, Board of Directors	Joan Malloy City Manager
Date: _____	Date:_____
Approved as to form: Donna R. Ziegler, County Counsel	Approved as to form and legality: Kristopher Kokotaylo, City Attorney
By: _____ Kathy Lee Deputy County Counsel	By: _____
	Date: _____
	Attest:
	By: _____
	By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

Attachment B
Station Floor Layouts



US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 COLOR INDICATOR REMOTE
1	G2 HDTV REMOTE
13	G2 LED SPEAKER (G2-LVL-HC-70)
1	G2 MESSAGE REMOTE 2
2	G2 MESSAGE SIGN STANDARD (MS-G2-S)
1	G2 MS ADAPTOR PLATE DOUBLE (AP-D)
1	G2 OMNISTROBE SPEAKER
1	G2 UPS (G2-UPS)
1	MS-MNT-ART-L
2	PUSH BUTTON (RED)
1	ROOM REMOTE 2 (RR-2)
1	SPEAKER WEATHER-PROOF
1	TRANSFORMER
1	VIDEO DOOR STATION

PoE PORTS REQUIRED ON ATX	
Count	Name
4	G2 PoE PORT REQUIRED

US DIGITAL DESIGNS by Honeywell

SIGNATURE REQUIRED

END-USER APPROVES STATION DESIGN FOR PURPOSES OF OBTAINING QUOTE.
INSTALLER CONFIRMS DESIGN ALIGNS WITH SITE CONDITIONS. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)

SYMBOL	DESCRIPTION
I/O	G2 I/O REMOTE
MR2	G2 MESSAGE REMOTE 2
RR2	G2 ROOM REMOTE 2
LVR	G2 HDTV REMOTE
CHR	G2 COLOR INDICATOR REMOTE
PB RED	PUSH BUTTON - RED
PB BLACK	PUSH BUTTON - BLACK
VD VDS	G2 VIDEO DOOR STATION
LAR	G2 LOCAL AREA REMOTE
STR	G2 STROBE LIGHT
T	OEM TRANSFORMER
S	G2 OMNIALERT STROBE SPEAKER
S	G2 LED SPEAKER, FLUSH MOUNT
S	G2 LED SPEAKER, METAL BOX
S	SPEAKER, WEATHER-PROOF
S	SPEAKER, FLUSH MOUNT
S	SPEAKER, METAL BOX
MSM	G2 MESSAGE SIGN (MINI 12")
MSS	G2 MESSAGE SIGN (STANDARD 24")
MSE	G2 MESSAGE SIGN (EXTENDED 36")
FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
VC	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
EXP	G2 EXPANSION MODULE
UPS	G2-UNINTERRUPTIBLE POWER SUPPLY
AMP	OEM AMPLIFIER

project: UNION CITY FD, CA (ALAMEDA COUNTY)
building: FIRE STATION 31
address: 33555 CENTRAL AVE, UNION CITY, CA
filename: USDD.CA_UNCTY.FS31.FSA.DWG
date: 2/15/2024 - 1:27PM
design by: DMG

INSTALLER NOTES:

1. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.
2. INSTALLER TO COORDINATE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURBISHED HOUSE AUDIO SYSTEM (AMP). (IF APPLICABLE)
3. INSTALLER TO PROVIDE CAT6 & 18/4 CABLES FROM ATX CONTROLLER TO CUSTOMER'S STATION RADIO FOR BACKUP.
4. INSTALLER TO PROVIDE CAT6 CABLE FROM ATX CONTROLLER WAN OUTPUT TO CUSTOMER'S IN-STATION NETWORK.
5. INSTALLER TO COORDINATE CONNECTION BETWEEN EXISTING STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE WITH OWNER. (IF APPLICABLE)
6. VOLUME CONTROL TO BE PROVIDED BY OWNER OR INSTALLER IF SHOWN ON DRAWING.
7. INSTALLER TO VERIFY AND CONSIDER LOCATION(S) OF NETWORK AND RADIO CONNECTIONS.

PoE = G2 ATX Power-over-Ethernet (PoE) ports 1...8 and G2 Expansion Module ports 1...12

A.n = G2 ATX Amplifier 1...4 | **EA.n** = G2 External Amplifier 1...n | **CH.n** = G2 Message Remote 2 Channel 1 or 2

NOTES:

1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
3. US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
4. PHOENIX G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURBISHED SYSTEMS, (EXHAUST, LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.

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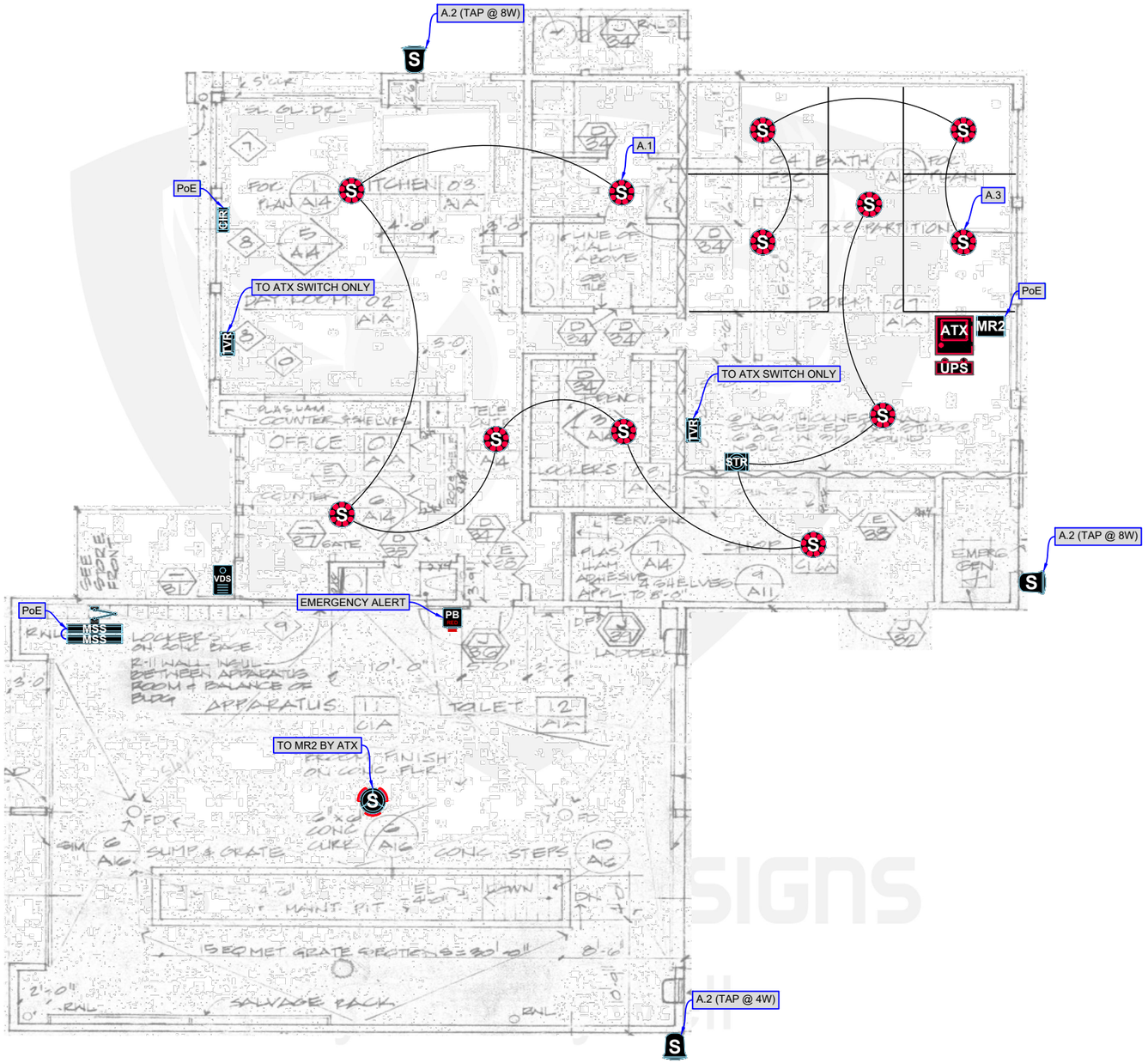

US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 COLOR INDICATOR REMOTE
2	G2 HDTV REMOTE
12	G2 LED SPEAKER (G2-LVL-HC-70)
1	G2 MESSAGE REMOTE 2
2	G2 MESSAGE SIGN STANDARD (MS-G2-S)
1	G2 MS ADAPTOR PLATE DOUBLE (AP-D)
1	G2 OMNISTROBE SPEAKER
1	G2 STROBE LIGHT
1	G2 UPS (G2-UPS)
1	MS-MNT-ART-L
1	PUSH BUTTON (RED)
3	SPEAKER WEATHER-PROOF
1	VIDEO DOOR STATION

PoE PORTS REQUIRED ON ATX	
Count	Name
3	G2 PoE PORT REQUIRED

SYMBOL	DESCRIPTION
I/O	G2 I/O REMOTE
MR2	G2 MESSAGE REMOTE 2
RR2	G2 ROOM REMOTE 2
LVR	G2 HDTV REMOTE
CHR	G2 COLOR INDICATOR REMOTE
PB RED	PUSH BUTTON - RED
PB BLACK	PUSH BUTTON - BLACK
VDS	G2 VIDEO DOOR STATION
LAR	G2 LOCAL AREA REMOTE
STR	G2 STROBE LIGHT
T	OEM TRANSFORMER
	G2 OMNIALERT STROBE SPEAKER
	G2 LED SPEAKER, FLUSH MOUNT
	G2 LED SPEAKER, METAL BOX
	SPEAKER, WEATHER-PROOF
	SPEAKER, FLUSH MOUNT
	SPEAKER, METAL BOX
MSM	G2 MESSAGE SIGN (MINI 12")
MSS	G2 MESSAGE SIGN (STANDARD 24")
MSE	G2 MESSAGE SIGN (EXTENDED 36")
FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
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	ARTICULATING ARM MOUNT - LONG

SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
EXP	G2 EXPANSION MODULE
UPS	G2-UNINTERRUPTIBLE POWER SUPPLY
AMP	OEM AMPLIFIER

SIGNATURE REQUIRED

END-USER APPROVES STATION DESIGN FOR PURPOSES OF OBTAINING QUOTE.
INSTALLER CONFIRMS DESIGN ALIGNS WITH SITE CONDITIONS. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)

INSTALLER NOTES:
1. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.
2. INSTALLER TO COORDINATE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURBISHED HOUSE AUDIO SYSTEM (AMP). (IF APPLICABLE)
3. INSTALLER TO PROVIDE CAT6 & 18/4 CABLES FROM ATX CONTROLLER TO CUSTOMER'S STATION RADIO FOR BACKUP.
4. INSTALLER TO PROVIDE CAT6 CABLE FROM ATX CONTROLLER WAN OUTPUT TO CUSTOMER'S IN-STATION NETWORK.
5. INSTALLER TO COORDINATE CONNECTION BETWEEN EXISTING STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE WITH OWNER. (IF APPLICABLE)
6. VOLUME CONTROL TO BE PROVIDED BY OWNER OR INSTALLER IF SHOWN ON DRAWING.
7. INSTALLER TO VERIFY AND CONSIDER LOCATION(S) OF NETWORK AND RADIO CONNECTIONS.

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NOTES:
1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
3. US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
4. PHOENIX G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURBISHED SYSTEMS, (EXHAUST, LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.

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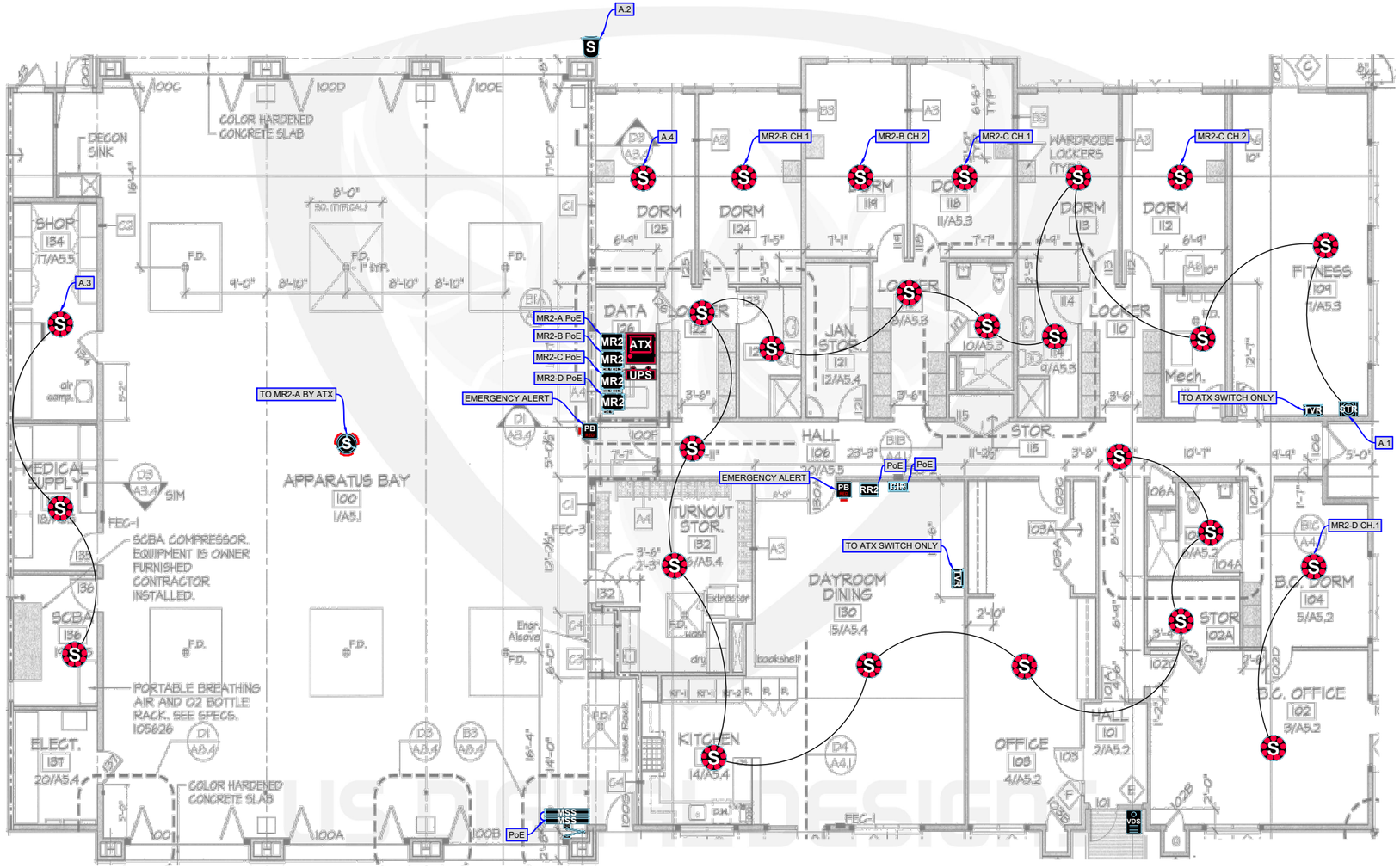
US DIGITAL DESIGNS by Honeywell

project: UNION CITY FD, CA (ALAMEDA COUNTY)
building: FIRE STATION 32
address: 31600 ALVARADO BLVD, UNION CITY, CA
filename: USDD.CA_UNCTY.FS32.FSA.DWG
date: 2/15/2024 - 1:59PM | design by: DMG

US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 COLOR INDICATOR REMOTE
2	G2 HDTV REMOTE
26	G2 LED SPEAKER (G2-LVL-HC-70)
4	G2 MESSAGE REMOTE 2
2	G2 MESSAGE SIGN STANDARD (MS-G2-S)
1	G2 MS ADAPTOR PLATE DOUBLE (AP-D)
1	G2 OMNISTROBE SPEAKER
1	G2 STROBE LIGHT
1	G2 UPS (G2-UPS)
1	MS-MNT-ART-L
2	PUSH BUTTON (RED)
1	ROOM REMOTE 2 (RR-2)
1	SPEAKER WEATHER-PROOF
1	VIDEO DOOR STATION

PoE PORTS REQUIRED ON ATX	
Count	Name
7	G2 PoE PORT REQUIRED



US DIGITAL DESIGNS by Honeywell

SYMBOL	DESCRIPTION
I/O	G2 I/O REMOTE
MR2	G2 MESSAGE REMOTE 2
RR2	G2 ROOM REMOTE 2
TVR	G2 HDTV REMOTE
CHR	G2 COLOR INDICATOR REMOTE
PB	PUSH BUTTON - RED
PB BLACK	PUSH BUTTON - BLACK
VDS	G2 VIDEO DOOR STATION
LAR	G2 LOCAL AREA REMOTE
STR	G2 STROBE LIGHT
T	OEM TRANSFORMER
S	G2 OMNIALERT STROBE SPEAKER
S	G2 LED SPEAKER, FLUSH MOUNT
S	G2 LED SPEAKER, METAL BOX
S	SPEAKER, WEATHER-PROOF
S	SPEAKER, FLUSH MOUNT
S	SPEAKER, METAL BOX
MSM	G2 MESSAGE SIGN (MINI 12")
MSS	G2 MESSAGE SIGN (STANDARD 24")
MSE	G2 MESSAGE SIGN (EXTENDED 36")
FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
VC	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

SIGNATURE REQUIRED

END-USER APPROVES STATION DESIGN FOR PURPOSES OF OBTAINING QUOTE.
INSTALLER CONFIRMS DESIGN ALIGNS WITH SITE CONDITIONS. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)

project: UNION CITY FD, CA (ALAMEDA COUNTY)
building: FIRE STATION 33
address: 33942 7TH ST, UNION CITY, CA
filename: USDD.CA_UNCTY.FS33.FSA.DWG
date: 2/15/2024 - 2:52PM | design by: DMG

INSTALLER NOTES:

1. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.
2. INSTALLER TO COORDINATE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURBISHED HOUSE AUDIO SYSTEM (AMP). (IF APPLICABLE)
3. INSTALLER TO PROVIDE CAT6 & 18/4 CABLES FROM ATX CONTROLLER TO CUSTOMER'S STATION RADIO FOR BACKUP.
4. INSTALLER TO PROVIDE CAT6 CABLE FROM ATX CONTROLLER WAN OUTPUT TO CUSTOMER'S IN-STATION NETWORK.
5. INSTALLER TO COORDINATE CONNECTION BETWEEN EXISTING STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE WITH OWNER. (IF APPLICABLE)
6. VOLUME CONTROL TO BE PROVIDED BY OWNER OR INSTALLER IF SHOWN ON DRAWING.
7. INSTALLER TO VERIFY AND CONSIDER LOCATION(S) OF NETWORK AND RADIO CONNECTIONS.

PoE = G2 ATX Power-over-Ethernet (PoE) ports 1...8 and G2 Expansion Module ports 1...12

A.n = G2 ATX Amplifier 1...4 | **EA.n** = G2 External Amplifier 1...n | **CH.n** = G2 Message Remote 2 Channel 1 or 2

NOTES:

1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
3. US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
4. PHOENIX G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURBISHED SYSTEMS, (EXHAUST, LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION WHICH IS THE EXCLUSIVE PROPERTY OF US DIGITAL DESIGNS, INC. REPRODUCTION, DISTRIBUTION OR USE BY OTHERS, IN WHOLE OR IN PART, IS NOT PERMITTED WITHOUT THE WRITTEN AUTHORIZATION FROM US DIGITAL DESIGNS, INC.

SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
EXP	G2 EXPANSION MODULE
UPS	G2-UNINTERRUPTIBLE POWER SUPPLY
AMP	OEM AMPLIFIER

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel *480-290-7892 fax*

DATE: **11/15/2024**
Expires: **2/13/2025**

Quote SUBMITTED TO:
ALAMEDA COUNTY, CA
Alameda County Fire Departments

REF PROPOSAL
CA_ALCO002 v2 **STATION-LEVEL**

UNION CITY FS31

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.CA_UNCTY.ALL_STATIONS.FSA.2024.02.15

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	**1**	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,102.50	**$ 992.25**	**$ 992.25**	
SL2	Ea/Yr	USDD	**24**	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX	**G2-APP-DLI**	$ 124.50	**$ 112.05**	**No Charge**	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	**1**	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 23,272.50	**$ 20,945.25**	**$ 20,945.25**	
SC4a	Ea	TBD	**1**	ATX UPS, Standard	UPS-STD	$ 988.00	**$ 889.20**	**$ 889.20**	
SC4b	Ea	TBD	**1**	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 75.00	**$ 67.50**	**$ 67.50**	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP2	Ea	USDD	**1**	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 949.00	**$ 854.10**	**$ 854.10**	
SP3a	Ea	USDD	**1**	**G2 HDTV REMOTE** Module	**TVR**	$ 1,121.50	**$ 1,009.35**	**$ 1,009.35**	
SP6	Ea	USDD	**2**	Push Button, Emergency (Red)	PB-R	$ 126.50	**$ 113.85**	**$ 227.70**	
SP7	Ea	USDD	**1**	**G2 MESSAGE REMOTE 2** Module	**MR2**	$ 1,525.00	**$ 1,372.50**	**$ 1,372.50**	
SP8b	Ea	USDD	**2**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,260.00	**$ 1,134.00**	**$ 2,268.00**	
SP9b	Ea	USDD	**1**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 75.00	**$ 67.50**	**$ 67.50**	
SP9d	Ea	TBD	**1**	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 390.00	**$ 351.00**	**$ 351.00**	
SP10a	Ea	USDD	**1**	**G2 ROOM REMOTE 2** Module	**RR2**	$ 2,167.00	**$ 1,950.30**	**$ 1,950.30**	
SP11a	Ea	USDD	**13**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 374.00	**$ 336.60**	**$ 4,375.80**	

SP12a	Ea	USDD	**1**	**G2 SPEAKER - OmniAlertStrobe**	**SPK-OAS**	$ 1,050.00	**$ 945.00**	**$ 945.00**	
SP14	Ea	USDD	**1**	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 373.75	**$ 336.38**	**$ 336.38**	
SP16	Ea	USDD	**1**	Transformer, 8ohm to 70V, External	XFMR	$ 74.20	**$ 66.78**	**$ 66.78**	
SP17	Ea	USDD	**1**	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	$ 2,040.00	**$ 1,836.00**	**$ 1,836.00**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	**1**	**Station Installation by: Tech Electric, Bob McCabe; Bobm@tech-electric.com**	**ST-INST**	$ 40,696.53	**$ 36,626.87**	**$ 36,626.87**	
SS3	Ea	USDD	**1**	**Station Configuration & Start-Up**	**ST-SU**	$ 1,666.67	**$ 1,500.00**	**$ 1,500.00**	
SS4	Ea	USDD	**1**	**Station Project Management**	**ST-PM**	$ 10,709.61	**$ 9,638.65**	**$ 9,638.65**	
SS5	Ea	USDD	**1**	**Station Engineering / Design Services**	**ST-ES**	$ 333.33	**$ 300.00**	**$ 300.00**	
SS6	Ea	USDD	**1**	**Station Documentation**	**ST-DM**	$ 44.44	**$ 40.00**	**$ 40.00**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	**1.0**	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	**RS-1YR-STD**	$ 4,283.85	**$ 3,855.46**	**No Charge**	
SW2	YR	USDD	**1.0**	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	**RS-AYR-STD**	$ 4,283.85	**$ 3,855.46**	**$ 3,855.46**	

UNION CITY FS31		
	System:	**$ 86,660.13**
	Shipping:	**$ 795.00**
	Warranty & Support:	**$ 3,855.46**
	Estimated Taxes:	**$ 3,951.85**
	STATION SUBTOTAL:	**$ 95,262.44**

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel *480-290-7892 fax*

DATE: **11/15/2024**
Expires: **2/13/2025**

Quote SUBMITTED TO:
ALAMEDA COUNTY, CA
Alameda County Fire Departments

REF PROPOSAL
CA_ALCO002 v2 **STATION-LEVEL**

UNION CITY FS32

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.CA_UNCTY.ALL_STATIONS.FSA.2024.02.15

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	**1**	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,102.50	**$ 992.25**	**$ 992.25**	
SL2	Ea/Yr	USDD	**24**	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX	**G2-APP-DLI**	$ 124.50	**$ 112.05**	**No Charge**	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	**1**	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 23,272.50	**$ 20,945.25**	**$ 20,945.25**	
SC4a	Ea	TBD	**1**	ATX UPS, Standard	UPS-STD	$ 988.00	**$ 889.20**	**$ 889.20**	
SC4b	Ea	TBD	**1**	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 75.00	**$ 67.50**	**$ 67.50**	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP2	Ea	USDD	**1**	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 949.00	**$ 854.10**	**$ 854.10**	
SP3a	Ea	USDD	**2**	**G2 HDTV REMOTE** Module	**TVR**	$ 1,121.50	**$ 1,009.35**	**$ 2,018.70**	
SP6	Ea	USDD	**1**	Push Button, Emergency (Red)	PB-R	$ 126.50	**$ 113.85**	**$ 113.85**	
SP7	Ea	USDD	**1**	**G2 MESSAGE REMOTE 2** Module	**MR2**	$ 1,525.00	**$ 1,372.50**	**$ 1,372.50**	
SP8b	Ea	USDD	**2**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,260.00	**$ 1,134.00**	**$ 2,268.00**	
SP9b	Ea	USDD	**1**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 75.00	**$ 67.50**	**$ 67.50**	
SP9d	Ea	TBD	**1**	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 390.00	**$ 351.00**	**$ 351.00**	
SP11a	Ea	USDD	**12**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 374.00	**$ 336.60**	**$ 4,039.20**	

SP12a	Ea	USDD	**1**	**G2 SPEAKER - OmniAlertStrobe**	**SPK-OAS**	$ 1,050.00	**$ 945.00**	**$ 945.00**	
SP14	Ea	USDD	**3**	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 373.75	**$ 336.38**	**$ 1,009.13**	
SP15	Ea	USDD	**1**	**G2 Strobe Light** / Red LED	**STR**	$ 661.50	**$ 595.35**	**$ 595.35**	
SP17	Ea	USDD	**1**	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	$ 2,040.00	**$ 1,836.00**	**$ 1,836.00**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	**1**	**Station Installation by: Tech Electric, Bob McCabe; Bobm@tech-electric.com**	**ST-INST**	$ 40,495.89	**$ 36,446.30**	**$ 36,446.30**	
SS3	Ea	USDD	**1**	**Station Configuration & Start-Up**	**ST-SU**	$ 1,666.67	**$ 1,500.00**	**$ 1,500.00**	
SS4	Ea	USDD	**1**	**Station Project Management**	**ST-PM**	$ 10,656.81	**$ 9,591.13**	**$ 9,591.13**	
SS5	Ea	USDD	**1**	**Station Engineering / Design Services**	**ST-ES**	$ 333.33	**$ 300.00**	**$ 300.00**	
SS6	Ea	USDD	**1**	**Station Documentation**	**ST-DM**	$ 44.44	**$ 40.00**	**$ 40.00**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	**1.0**	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	**RS-1YR-STD**	$ 4,262.73	**$ 3,836.45**	**No Charge**	
SW2	YR	USDD	**1.0**	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	**RS-AYR-STD**	$ 4,262.73	**$ 3,836.45**	**$ 3,836.45**	

UNION CITY FS32		
	System:	**$ 86,241.96**
	Shipping:	**$ 813.00**
	Warranty & Support:	**$ 3,836.45**
	Estimated Taxes:	**$ 3,932.36**
	STATION SUBTOTAL:	**$ 94,823.77**

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel *480-290-7892 fax*

DATE: **11/15/2024**
Expires: **2/13/2025**

Quote SUBMITTED TO:
ALAMEDA COUNTY, CA
Alameda County Fire Departments

REF PROPOSAL
CA_ALCO002 v2 **STATION-LEVEL**

UNION CITY FS33

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.CA_UNCTY.ALL_STATIONS.FSA.2024.02.15

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	**1**	**G2 VOICEALERT** - Single Station License.	**VA**	$ 1,102.50	**$ 992.25**	**$ 992.25**	
SL2	Ea/Yr	USDD	**24**	**G2 MOBILE FSAS APP** - Single Device License. Up to 24 Licenses-Per-ATX	**G2-APP-DLI**	$ 124.50	**$ 112.05**	**No Charge**	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	**1**	**G2 ATX STATION CONTROLLER -** Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$ 23,272.50	**$ 20,945.25**	**$ 20,945.25**	
SC4a	Ea	TBD	**1**	ATX UPS, Standard	UPS-STD	$ 988.00	**$ 889.20**	**$ 889.20**	
SC4b	Ea	TBD	**1**	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$ 75.00	**$ 67.50**	**$ 67.50**	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP2	Ea	USDD	**1**	**G2 COLOR INDICATOR REMOTE** Module - Up to 8 unique colors	**CIR**	$ 949.00	**$ 854.10**	**$ 854.10**	
SP3a	Ea	USDD	**2**	**G2 HDTV REMOTE** Module	**TVR**	$ 1,121.50	**$ 1,009.35**	**$ 2,018.70**	
SP6	Ea	USDD	**2**	Push Button, Emergency (Red)	PB-R	$ 126.50	**$ 113.85**	**$ 227.70**	
SP7	Ea	USDD	**4**	**G2 MESSAGE REMOTE 2** Module	**MR2**	$ 1,525.00	**$ 1,372.50**	**$ 5,490.00**	
SP8b	Ea	USDD	**2**	**G2 MESSAGE SIGN** (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$ 1,260.00	**$ 1,134.00**	**$ 2,268.00**	
SP9b	Ea	USDD	**1**	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$ 75.00	**$ 67.50**	**$ 67.50**	
SP9d	Ea	TBD	**1**	MS Mount - Articulating, Long reach	MS-MNT-ART-L	$ 390.00	**$ 351.00**	**$ 351.00**	
SP10a	Ea	USDD	**1**	**G2 ROOM REMOTE 2** Module	**RR2**	$ 2,167.00	**$ 1,950.30**	**$ 1,950.30**	
SP11a	Ea	USDD	**26**	**G2 SPEAKER - LED Illuminated** - FLUSH Mount, 70v	**SPK-LED-FM**	$ 374.00	**$ 336.60**	**$ 8,751.60**	

SP12a	Ea	USDD	**1**	**G2 SPEAKER - OmniAlertStrobe**	**SPK-OAS**	$ 1,050.00	**$ 945.00**	**$ 945.00**	
SP14	Ea	USDD	**1**	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	$ 373.75	**$ 336.38**	**$ 336.38**	
SP15	Ea	USDD	**1**	**G2 Strobe Light** / Red LED	**STR**	$ 661.50	**$ 595.35**	**$ 595.35**	
SP17	Ea	USDD	**1**	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	$ 2,040.00	**$ 1,836.00**	**$ 1,836.00**	

STATION SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	**1**	**Station Installation by: Tech Electric, Bob McCabe; Bobm@tech-electric.com**	**ST-INST**	$ 51,285.04	**$ 46,156.53**	**$ 46,156.53**	
SS3	Ea	USDD	**1**	**Station Configuration & Start-Up**	**ST-SU**	$ 1,666.67	**$ 1,500.00**	**$ 1,500.00**	
SS4	Ea	USDD	**1**	**Station Project Management**	**ST-PM**	$ 13,496.06	**$ 12,146.46**	**$ 12,146.46**	
SS5	Ea	USDD	**1**	**Station Engineering / Design Services**	**ST-ES**	$ 333.33	**$ 300.00**	**$ 300.00**	
SS6	Ea	USDD	**1**	**Station Documentation**	**ST-DM**	$ 44.44	**$ 40.00**	**$ 40.00**	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	**1.0**	[**STANDARD**] **1st YEAR WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	**RS-1YR-STD**	$ 5,398.43	**$ 4,858.58**	**No Charge**	
SW2	YR	USDD	**1.0**	[**STANDARD**] EACH **ADDITIONAL YEAR** (12-Months) **WARRANTY & SUPPORT** FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	**RS-AYR-STD**	$ 5,398.43	**$ 4,858.58**	**$ 4,858.58**	

UNION CITY FS33		
	System:	**$ 108,728.82**
	Shipping:	**$ 1,096.00**
	Warranty & Support:	**$ 4,858.58**
	Estimated Taxes:	**$ 4,980.05**
	STATION SUBTOTAL:	**$ 119,663.44**

Pro Rata share of Bond cost $677.78

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRI-CED COMMUNITY RECYCLING TO REAUTHORIZE THE USE OF THE $250,000 GRANT OF IMPORT MITIGATION FUNDS FROM THE CITY OF UNION CITY THAT WERE PROVIDED BY THE ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY IN 2005 FOR THE CONSTRUCTION OF A COMMUNITY ENVIRONMENTAL EDUCATION AND TRAINING CENTER

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a resolution authorizing the City Manager to enter into a new agreement with Tri-CED Community Recycling ("Tri-CED") for a $250,000 grant. This grant, originally sourced from the Import Mitigation Funds from Alameda County Waste Management Authority in 2005, is being proposed to construct a training and community education center. The proposed facility will serve as both a training room and a community environmental education center.

STRATEGIC PLAN ALIGNMENT

There is no direct alignment with the Strategic Plan.

BACKGROUND

On September 13, 2005, the City Council approved Resolution No. 3045-05 (see Attachment 1), appropriating $250,000 from the City's Import Mitigation Fund to Tri-CED for the construction of an environmental education facility at 33377 Western Avenue, Union City. The Import Mitigation Funds (totaling of $474,246) were received by the City from Alameda County Waste Management Authority for the purpose of developing new programs that supported the Authority's goals of "increasing recycling and landfill diversion throughout Alameda County." The City sponsored several programs to enhance diversion from the landfill and also granted $250,000 to Tri-CED for the purpose of constructing an education center.

In March 2007 the City and Tri-CED entered into a Grant Agreement for the purpose of funding the education center. The City transferred the funds to Tri-CED at that time. The funds were to be returned to the City if they were not used for hard construction costs within three years.

In early 2010, prior to the expiration of the agreement, Tri-CED approached the City with a revised proposal to purchase a mobile educational facility patterned after successful mobile facilities operated by cities ranging from Long Beach to Cambridgeshire County, England. The proposed facility consisted of a 40 to 55-foot custom trailer, pulled by a full-size tractor-type truck and was expected to cost an estimated $1 million. The City Council authorized the revised proposal with the adoption of Resolution No. 3958-10 (see Attachment 3) and authorized the Mayor to enter into a new agreement. Based on City records, a new agreement was never executed.

In 2012, Tri-CED informed the City that it abandoned the trailer project due to its large carbon footprint and logistical challenges, opting for a smaller education and training facility on the Tri-CED property. The City Council adopted Resolution No. 4300-12 (see Attachment 4) authorizing the City to enter into a new agreement with Tri-CED and allow the re-programming of the funds, subject to approval of Alameda County Waste Management Authority. Once again, no agreement was executed in 2012, and there is no information why the agreement may have stalled.

DISCUSSION

Tri-CED is seeking City Council support to prepare a new grant agreement that would reestablish the use of the funds to be used to purchase a modular unit to be placed on the Tri-CED property for an Environmental Education and Workforce Training Program ("Program"), as well as employee training. (See Attachment 5 for a description of the Program).

Tri-CED's Program would provide community education for individuals in Alameda County on proper waste management practices, aiming to increase recycling rates and reduce waste sent to landfill. In addition, Tri-CED would provide workforce development programs for young people aged 14 to 24 who may be interested in the recycling industry and would provide development of core job skills, on-the-job training, certifications, leadership development, and supportive services. Lastly, Tri-CED is proposing to provide an apprenticeship program for recycling collection vehicle operators.

The proposed facility would serve as both a training room and an education center. This updated proposal is similar to the proposed use approved by the City Council in 2012.

FISCAL IMPACT

There is no fiscal impact to the City arising from the proposed resolution as Tri-CED received the Import Mitigation Funds from the City in 2007.

If the City Council does not reauthorize the use of the $250,000 and enter into a new agreement for the use of the funds, the funds should be repaid to the City as all previous agreements have expired.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to enter into a new agreement with Tri-CED Community Recycling to reauthorize the use of the $250,000 grant of Import Mitigation Funds from the City of Union City that were provided by Alameda County Waste Management Authority in 2005 for the construction of a community environmental education and training center.

Prepared by:

Joan Malloy, City Manager

Submitted by:

Joan Malloy, City Manager

ATTACHMENTS:

	Description	Type
🗋	Attachment 1 - Resolution No. 3045-05	Attachment
🗋	Attachment 2 - Agreement C3017	Attachment
🗋	Attachment 3 - Resolution No. 3958-10	Attachment
🗋	Attachment 4 - Resolution No. 4300-12	Attachment
🗋	Draft Resolution	Resolution
🗋	Exhibit A - Description of Tri-CED Environmental Education and Workforce Training Program	Exhibit

RESOLUTION NO. 3045-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY APPROPRIATING FUNDS FROM THE IMPORT MITIGATION FEE FUND FOR AN EDUCATIONAL CENTER AT THE TRI CITY ECONOMIC DEVELOPMENT CORPORATION RECYCLING CENTER AND FOR VARIOUS OTHER RECYCLING ENHANCEMENT PROGRAMS AND AWARDING A SOLE SOURCE CONTRACT TO HILTON, FARNKOPF & HOBSON, LLC FOR SAID PROGRAM SERVICES

WHEREAS, the City of Union City ("City") has received funding from the Alameda County Waste Management Authority ("Authority"), derived from the Authority's Waste Import Mitigation Fee ("WIMF") revenues since Fiscal Year 1999-2000; and

WHEREAS, the City has retained these revenues, which now total $474,246 in a special account reserved for developing new programs which support the Authority's goals of increasing recycling and landfill diversion throughout Alameda County; and

WHEREAS, the City Council has reviewed various program alternatives for the proper use of WIMF funds and has determined that said funds would best be used for a combination of programs and projects as listed below; and

WHEREAS, the consulting firm of Hilton, Farnkopf and Hobson, LLC ("HFH") has served the City of Union City well for over 5 years in a variety of roles related to solid waste and recycling programs and services, and therefore has the greatest familiarity with the City of Union City and its needs; and

WHEREAS, the City Council, in view of HFH's unique qualifications and experience has determined that formal bidding of the contract to manage the City's WIMF programs would not be in the City's best interests and that HFH is therefore a sole source contractor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City does hereby appropriate the following sums from the Waste Import Mitigation Fee Fund (Fund No. 3430):

1. $250,000 for the construction of an educational center to be located at the Tri-CED Recycling Center, subject to the conditions that

   a. the City's funding be spent only on actual ("hard') construction costs, and

   b. the City's funding shall be returned if not spent within three (3) years of the date of this resolution.

2. $54,000 for development and implementation of a program to enhance participation and diversion of the Residential Food Scrap Program;

3. $50,000 for development and implementation of a program to enhance recycling and diversion from Multi-family Residential complexes;

4. $50,000 for development and implementation of a program to enhance recycling and diversion from Small Businesses located in Union City,

5. $30,000 for the re-engineering of solid waste and recycling collection vehicle routes (and street sweeping routes) in Union City;

6. $5,000 for two (2) Electronic Waste Drop-off collection events in western Union City (west of the 880 freeway);

7. $35,000 for evaluation and development of new recycling programs for the New Haven Unified School District

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the Mayor to execute an agreement with the Tri Cities Economic Development Corporation (Tri-CED) to convey the sum of $250,000 to Tri-CED for the construction of an educational center to be located on the grounds of the Tri-CED Recycling Center located at 33377 Western Avenue, Union City.

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the Mayor to execute an agreement with the firm of Hilton, Farnkopf & Hobson, LLC (HFH) in an amount not to exceed $224,000 for the development and completion of items 2 through 7 listed above, in accordance with the HFH proposal attached to this resolution as Exhibit A and incorporated herein by reference.

BE IT FURTHER RESOLVED that executed copies of said agreements shall be maintained on file by the City Clerk.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 13th day of September 2005 by the following vote:

AYES: Councilmembers Dutra-Vernaci, Fernandez, Navarro, Mayor Green
NOES: None
ABSENT: Councilmember Valle

MARK GREEN
Mayor

ATTEST:

KAREN DIAZ, CMC
City Clerk

APPROVED AS TO FORM:

MICHAEL RIBACK
City Attorney

C3017

GRANT AGREEMENT

This GRANT AGREEMENT (this "**Agreement**") is entered into as of 3/22, 2007 (the "**Effective Date**"), between the City of Union City (the "**City**"), and Tri-CED Community Recycling ("**Tri-CED**"), to fund a portion of the cost of the proposed Tri-CED Community Education Center facility. The City and Tri-CED are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. On September 13, 2005, the City passed a resolution (Resolution 3045-05) approving the appropriation of funds from the City's Waste Import Mitigation Fee Fund to develop new programs aimed at increasing recycling and landfill diversion, in conformance with ACWMA guidelines.

B. Tri-CED (also known as Tri-City Economic Development Corporation) is a nonprofit recycling organization which has proposed the development of a community education center (the "Center") to help the City meet its waste diversion goals under AB 939 and Measure D.

C. Tri-CED has requested and the City has agreed to provide Tri-CED funds appropriated from the Waste Import Mitigation Fee Fund in the amount of Two Hundred Fifty Thousand Dollars ($250,000) for a portion of the costs related to the construction of the Center. The City and Tri-CED have agreed to enter into this Agreement subject to its terms, conditions and covenants.

NOW, THEREFORE, the Parties to this Agreement agree as follows:

ARTICLE 1
GRANT PROVISIONS; USE OF FUNDS

Section 1.1 The Grant. The City agrees to provide a grant to Tri-CED in the amount of Two Hundred Fifty Thousand Dollars ($250,000) (the "**Grant**") to be used toward the construction costs of the Center.

Section 1.2 Use of Grant Funds. Tri-CED agrees to expend Grant funds for actual, "hard" construction costs only. All other costs incurred by Tri-CED, including but not limited to the design, planning, engineering, consulting, furniture, fixtures, and equipment for the Center shall be the sole responsibility of Tri-CED. Any Grant funds not used for actual construction costs shall be reimbursed to the City, upon demand from the City that such funds be reimbursed.

Section 1.3 Time Limitation. If at the end of three (3) years from the date of this Agreement Tri-CED has not used the full amount of the Grant, all remaining Grant funds shall be reimbursed to the City, upon demand from the City that such funds be reimbursed. Tri-CED may request, and the City Council may consider, a re-appropriation of funds at that time.

ARTICLE 2
TRI-CED CONVENANTS

Section 2.1 Prevailing Wages. Tri-CED agrees to pay or cause to be paid prevailing rates of wages for construction of the Center, as required by California Revised Statutes Sections 338.010 to 338.090 and all applicable laws and regulations, and shall comply with all applicable local, federal and state labor standards and prevailing wage provisions.

Section 2.2 No Assignment. Tri-CED shall not cause or permit any voluntary transfer, assignment or conveyance of this Agreement, other than a transfer from Tri-CED to a partnership in which Tri-CED is the managing general partner or to a corporate or limited liability corporation or company in which Tri-CED is the majority shareholder, and only with the prior written consent of the City, which consent shall not be unreasonably withheld. Any other transfer, assignment or conveyance shall be voidable and, at the City's election, shall constitute a breach of this Agreement. Any initial City consent to any transfer, assignment or conveyance shall not constitute City consent to any subsequent transfer, assignment or conveyance.

Section 2.3 Notification. Until construction of the Center has been completed, Tri-CED covenants that it will promptly notify the City in writing of the occurrence of any event which might materially and adversely affect its ability to construct the Center.

ARTICLE 3
INDEMNITY REQUIREMENTS

Section 3.1 Indemnification. Tri-CED agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Tri-CED, or any actions or inactions of Tri-CED contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Center, provided that Tri-CED shall have no indemnification obligation with respect to gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees.

Section 3.2 Public Liability and Property Damage Insurance. During the term of this Agreement, Tri-CED shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than one million dollars ($1,000,000.00) with a One Hundred Thousand Dollar ($100,000) self insurance retention per claim. The policy so maintained by Tri-CED shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement. Tri-CED shall require that each contractor contracting with Tri-CED for the construction of the Center shall name the City as an additional insured on all insurance policies provided to Tri-CED.

[Alternate Section 3.2: During the term of this Agreement, any and all insurance policies maintained by Tri-CED relating to the construction of the Center shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement. Tri-CED shall require that each contractor contracting with Tri-CED for the construction of the Center shall name the City as an additional insured on all insurance policies provided to Tri-CED.]

Section 3.3 Workers Compensation Insurance. During the term of this Agreement Tri-CED shall maintain Worker's Compensation insurance for all persons employed by Tri-CED for work at the Center site. Tri-CED shall require each contractor and subcontractor to provide Worker's Compensation insurance for their respective employees. Tri-CED agrees to indemnify the City for any damage resulting from Tri-CED's failure to maintain any such insurance.

Section 3.4 Evidence of Insurance. Prior to City's execution of this Agreement, Tri-CED shall furnish City satisfactory evidence of the insurance required in Sections 3.2 and 3.3 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy.

ARTICLE 4
MISCELLANEOUS

Section 4.1 Relationship of Parties. Nothing contained in this Agreement shall be construed as creating a joint venture or a relationship of employer and employee or principal and agent between the City and Tri-CED or Tri-CED's agents or employees. The only involvement of the City with the construction of the Center is through the grant of funds. Tri-CED shall at all times be wholly responsible for the manner in which it or its agents, or both, perform under this Agreement.

Section 4.2 No Third Party Claims. Nothing contained in this Agreement shall create or justify any claim against the City by any third person whom Tri-CED may have employed or contracted or may employ or contract relative to the purchase of any material, supplies or equipment, or the furnishing or the performance of any work or services with respect to any programs or construction being undertaken by Tri-CED.

Section 4.3 Notices. Any notice, request or consent required pursuant to this Agreement shall be deemed given when delivered personally or five (5) business days after being deposited in the U.S. mail, first class postage prepaid, return receipt requested, addressed as follows:

If to Tri-CED:
Tri-CED Community Recycling
33377 Western Avenue
Union City, California 94587
Attention:
Tel: (510) 429-8030

If to the City:
City of Union City
34009 Alvarado-Niles Road
Union City, California 94587
Attention: Larry Cheeves, City Manager
Tel: (510) 675-5351
Fax: (510) 441-2943

or to such other addresses as the parties may designate by notice as set forth above.

Section 4.4 Successors and Assigns. All of the terms of this Agreement shall apply to and be binding upon, and inure to the benefit of, the successors and permitted assigns of the City and Tri-CED, respectively, and all persons claiming under or through them.

Section 4.5 Attorneys' Fees. If any action is instituted by any party to this Agreement to enforce the terms of this Agreement or to collect any sums due hereunder, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees as awarded by the court in that action.

Section 4.6 Severability. If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force and effect.

Section 4.7 Amendments/Entire Agreement. The City and Tri-CED reserve the right to amend this Agreement by mutual consent. It is mutually understood and agreed that no amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless in writing and signed and acknowledged and approved by both parties. This Agreement constitutes the entire agreement of the parties and no oral understandings or agreement not incorporated herein shall be binding on either party.

Section 4.8 Joint and Several Liability. If Tri-CED consists of more than one person or entity, each shall be jointly and severally liable to the City for the performance of this Agreement.

Section 4.9 Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

Section 4.10 Governing Law. The laws of the State of California shall govern this Agreement.

Section 4.11 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City or the City shall be personally liable to Tri-CED, or any successor in interest to Tri-CED, in the event of any default or breach by the City under the terms of this Agreement.

Section 4.12 City's Rights and Consent. No forbearance, failure or delay by the City in exercising any right, power or remedy, nor any single or partial exercise by the City of any right or remedy hereunder shall preclude the further exercise of such right, power or remedy. The City's consent to any act or omission by Tri-CED may not be construed as the City's consent to any other or subsequent act or omission or as a waiver of the requirement to obtain the City's consent in any other instance. All of the City's rights, powers and remedies are cumulative and shall continue in full force and effect until specifically waived in writing by the City.

Section 4.13 Duration/Survival. This Agreement shall continue in full force and effect until the Improvements have been accepted by the City, which acceptance shall not be unreasonably withheld.

Section 4.14 Headings. The headings within this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement.

Section 4.15 Counterparts, Facsimile Copies. This Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and

the same agreement. This Agreement shall be effective upon transmission by any party to the other parties of a fully signed facsimile copy of the Agreement after the formal approval by the governing body of the City, so long as a copy of the Agreement signed by the transmitting party is delivered to the other parties within five (5) business days thereafter. In case of any conflict, the counterpart maintained by the City shall be deemed to be determinative.

IN WITNESS WHEREOF, the City and Tri-CED have executed this Agreement as of the date first above written.

City of Union City:

By _____
Mark Green, Mayor

Tri-CED:

By _____

Attest:

_____
City Clerk

Reviewed as to Form:

_____
Michael S. Riback, City Attorney

882511_1.DOC

RESOLUTION NO. 3958-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY APPROVING THE RE-PROGRAMMING OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) OF IMPORT MITIGATION FUNDS RECEIVED FROM THE ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY FROM THE TRI-CED EDUCATIONAL FACILITY PROJECT TO THE TRI-CED T.R.E.E. TRAILER PROJECT, SUBJECT TO APPROVAL BY THE ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY

WHEREAS, the City of Union City ("City") has received funding from the Alameda County Waste Management Authority ("Authority"), derived from the Authority's Waste Import Mitigation Fee ("WIMF") revenues since Fiscal Year 1999-2000; and

WHEREAS, on September 13, 2005, the City Council approved Resolution No. 3045-05 appropriating Import Mitigation Funds in the amount of $250,000 for the construction of an educational center to be located at the Tri-CED Recycling Center, 33377 Western Avenue, Union City; and

WHEREAS, subsequent events and funding limitations exacerbated by the current economic recession have caused Tri-CED to terminate its plans for said educational center; and

WHEREAS, Tri-CED has proposed instead, to design, acquire and program the Tri-CED Recycling Environmental Education (T.R.E.E.) Trailer consisting of a 40-55 foot custom trailer designed to serve as a dynamic teaching platform for environmental education in our schools; and

WHEREAS, the City Council, in view of the advantages that will accrue to a mobile environmental educational facility capable of visiting schools, parks and other public places, finds that the re-programming of $250,000 in Import Mitigation Funds is in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby approves the re-programming of Two Hundred Fifty Thousand Dollars ($250,000) from the Waste Import Mitigation Fee Fund (Fund No. 2050) previously paid to the Tri Cities Economic Development Corporations (Tri-CED) for construction of an educational facility to be located at the Tri-CED facility, to the purchase of the Tri-CED Recycling Environmental Education Trailer; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the Mayor to execute an agreement with the Tri Cities Economic Development Corporation (Tri-CED) to allow said re-programming of funds, subject to the approval of the Alameda County Waste Management Authority; and

BE IT FURTHER RESOLVED that an executed copy of said agreement shall be maintained on file by the City Clerk.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Union City at a regular meeting held on March 9, 2010, by the following vote:

AYES:	Councilmembers Dutra-Vernaci, Fernandez and Navarro, Mayor Green
NOES:	None
ABSENT:	Vice Mayor Valle (recused)
ABSTAIN:	None

APPROVED:

MARK GREEN
Mayor

ATTEST:

RENEE ELLIOTT
City Clerk

APPROVED AS TO FORM:

BENJAMIN REYES
Assistant City Attorney

RESOLUTION NO. 4300-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY APPROVING THE RE-PROGRAMMING OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) OF IMPORT MITIGATION FUNDS RECEIVED FROM THE ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY FROM THE TRI-CED T.R.E.E. TRAILER PROJECT, TO THE TRI-CED EDUCATIONAL AND TRAINING FACILITY PROJECT, SUBJECT TO APPROVAL BY THE ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY

WHEREAS, the City of Union City ("City") has received funding from the Alameda County Waste Management Authority ("Authority"), derived from the Authority's Waste Import Mitigation Fee ("WIMF") revenues since Fiscal Year 1999-2000; and

WHEREAS, on September 13, 2005, the City Council approved Resolution No. 3045-05 appropriating Import Mitigation Funds in the amount of $250,000 for the construction of an educational center to be located at the Tri-CED Recycling Center, 33377 Western Avenue, Union City; and

WHEREAS, on March 9, 2010, the City Council approved Resolution No. 3958-10 approving the re-programming of Import Mitigation Funds in the amount of $250,000 for the purchase of the Tri-CED Recycling Environmental Education Trailer; and

WHEREAS, Tri-CED has informed the City that it no longer wishes to pursue the Tri-CED Recycling Environmental Education Trailer project and instead wishes to construct a smaller facility on the Tri-CED campus that will serve as both an employee training facility and a community education center; and

WHEREAS, the City Council, in view of the advantages that will accrue to the City and its residents as a result of building an environmental education center for school children and the general community that will also serve as a training room for Tri-CED employees, many of whom are "at risk" local youth, finds that the proposed re-programming of $250,000 in Import Mitigation Funds is in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby approves the re-programming of Two Hundred Fifty Thousand Dollars ($250,000) from the Waste Import Mitigation Fee Fund (Fund No. 2050) previously paid to the Tri Cities Economic Development Corporations (Tri-CED) for the purchase of the Tri-CED Recycling Environmental Education Trailer is hereby approved for re-programming to the Tri-CED Environmental Education and Employee Training Facility; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the Mayor to execute an agreement with the Tri Cities Economic Development

Corporation (Tri-CED) to allow said re-programming of funds, subject to the approval of the Alameda County Waste Management Authority; and

BE IT FURTHER RESOLVED that an executed copy of said agreement shall be maintained on file by the City Clerk.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 8th day of May 2012, by the following vote:

AYES:	Councilmembers Duncan, Ellis, and Navarro, Vice Mayor Gacoscos, Mayor Green
NOES:	None
ABSENT:	None
ABSTAIN:	None

APPROVED:

MARK GREEN
Mayor

ATTEST:

RENEE ELLIOTT
City Clerk

APPROVED AS TO FORM:

BENJAMIN T. REYES II
City Attorney

RESOLUTION NO. xxx-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRI-CITY ECONOMIC DEVELOPMENT CORPORATION (DBA, TRI-CED COMMUNITY RECYCLING) TO REAUTHORIZE THE USE OF THE $250,000 GRANT OF IMPORT MITIGATION FUNDS FROM THE CITY OF UNION CITY THAT WERE PROVIDED BY THE ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY IN 2005 FOR THE CONSTRUCTION OF A COMMUNITY ENVIRONMENTAL EDUCATION AND TRAINING CENTER

WHEREAS, the City of Union City ("City") has received funding from the Alameda County Waste Management Authority ("Authority"), derived from the Authority's Waste Import Mitigation Fee ("WIMF") revenues since Fiscal Year 1999- 2000; and

WHEREAS, on September 13, 2005, the City Council approved Resolution No. 3045-05 appropriating Import Mitigation Funds in the amount of $250,000 for the construction of an educational center to be located at the Tri-CED Recycling Center, 33377 Western Avenue, Union City; and

WHEREAS, on March 22, 2007, the City of Union City and Tri-CED Community Recycling ("Tri-CED") entered into a Grant Agreement for $250,000 (C3017) to fund a portion of the cost of the proposed Tri-CED Community Education Center facility, which expired March 22, 2010; and

WHEREAS, on or about April 23, 2007, Tri-CED deposited into its account $250,000 of grant funds from the City of Union City; and

WHEREAS, on March 9, 2010, the City Council approved Resolution No. 958-10 approving the re-programming of Import Mitigation Funds in the amount of $250,000 for the purchase of the Tri-CED Recycling Environmental Education Trailer; and

WHEREAS, on May 8, 2012, the City Council approved Resolution No. 4300-12 approving the reprogramming of Import Mitigation Funds in the amount of $250,000 to construct a smaller facility on the Tri-CED campus that would serve as both an employee training facility and a community education center, however, no agreement between the City of Union City and Tri-CED was executed; and

WHEREAS, Tri-CED has been unable to complete the project since 2012; and

WHEREAS, Tri-CED is now asking the City Council to reauthorize the use of the $250,000 grant for the purpose of constructing an environmental education and training center for the community, at-risk youth, and employees.

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute an agreement with Tri-CED Community Recycling, in a form approved by the City Attorney, to reauthorize the use of the $250,000 grant of Import Mitigation Funds from the City of Union City that were provided by the Alameda County Waste Management Authority in 2005 for the purpose of constructing a community environmental education and training center for the purposes as described in Exhibit A.

BE IT FURTHER RESOLVED, that consistent with the initial award of the grant in 2005, the agreement shall stipulate that the funds shall be spent only on actual ("hard') construction costs, and shall be returned if not spent within three (3) years of the date of this resolution.

BE IT FURTHER RESOLVED, Tri-CED shall submit audited documentation demonstrating that the $250,000 was spent as required by the grant.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
GARY SINGH
Mayor

ATTESTED:

_____
Thai Nam Pham
City Clerk

APPROVED AS TO FORM:

_____
KRISTOPHER J. KOKOTAYLO
City Attorney

Attachment:
Exhibit A - Tri-CED Environmental Education and Workforce Development Training Facility

TRI-CED COMMUNITY RECYCLING

Tri-CED Environmental Education and Workforce Development Training Facility

Tri-CED's Environmental Education and Workforce Development Training facility will serve as a classroom for community and staff education, as follows:

Community Environmental Education Program

The Community Environmental Education Program will provide community education for individuals in Alameda County on proper waste management practices, aiming to increase recycling rates and reduce waste sent to landfills. This program will focus on the following:

- **Understanding the recycling process:** Participants will receive a tour of TRI-CED's Material Recovery Facility (MRF) and an overview of the single-stream recycling process.
- **Education on proper recycling:** Training clarifies what materials are accepted in recycling programs, often specific to the local area and program.
- **Waste sorting instruction:** Participants learn how to separate different types of waste, including recyclables, compostables, and landfill waste.
- **Understanding diversion:** Training explains the concept of waste diversion, which includes recycling, composting, and other methods to keep waste out of landfills.
- **Environmental and economic benefits:** Participants learn about the positive impacts of recycling on the environment (e.g., resource conservation, reduced pollution) and the potential cost savings associated with waste reduction.
- **Importance of contamination reduction:** Training emphasizes the need to avoid contaminating recycling streams, as this can lead to materials being rejected for recycling.
- **Best practices for waste reduction:** Training will cover waste reduction strategies like reducing consumption, reusing items, and composting food waste.
- **Addressing common challenges:** Training will address common recycling mistakes and how to avoid them.

The Community Environmental Education Program will provide trainings on a quarterly basis. Participants will complete a pre- and post-survey to assess impact of the training on recycling and landfill diversion knowledge. In addition, the facility will be made available for recycling education-focused community events.

Workforce Development Training Program

TRI-CED's Workforce Development Program will provide training and education for Transitional-Age Youth (14 to 24) and adults in the recycling industry as follows:

Youth Workforce Program

Our 18-month Youth Workforce Program prepares young people ages 14 to 24 for careers in the recycling industry and beyond through job skills training, industry-recognized certifications, career coaching and work-based learning.

Solid Waste and Recycling Collection Vehicle Operator Apprenticeship Program

Our 1,800-hour Apprenticeship Program will provide California State Certification for commercially licensed drivers as Solid Waste and Recycling Collection Vehicle Operators.

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF UNION CITY AND THE OPERATING ENGINEERS LOCAL 3, PROFESSIONAL EMPLOYEES GROUP FOR THE PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2027, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt the attached resolution approving and adopting the Memorandum of Understanding (MOU) between the City of Union City (City) and the Operating Engineers Local 3, Professional Employees Group (OE3-PEG) for the period of January 1, 2025 through December 31, 2027, authorizing the City Manager to execute the MOU on behalf of the City and approving an amendment to the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5.

STRATEGIC PLAN ALIGNMENT

This action supports Strategy 8 of Goal B, Governance and Organization Effectiveness, by ensuring salaries are competitive in order to retain talented staff and to provide an attractive recruiting environment.

BACKGROUND

The City and the Professional Employees Group (PEG) initiated negotiations in August 2024 to address the existing MOU that covered the period of January 1, 2022 through December 31, 2024. In September 2024 PEG initiated a decertification and recognition procedure to be represented by Operating Engineers Local 3 (OE3). On March 11, 2025, the City Council adopted Resolution No. 2025-030 recognizing OE3 as the exclusive bargaining representative for PEG and the group is now known as OE3-PEG. Staff and OE3-PEG have been negotiating in good faith for the successor Memorandum of Understanding (Successor MOU) since April 2025. Both parties have reached a tentative agreement on matters related to wages, hours, and other terms and conditions of employment, consistent with the authority provided by the City Council, as reflected in the Successor MOU.

DISCUSSION

The Existing MOU expired on December 31, 2024. OE3-PEG membership ratified the Successor MOU on August 6, 2025. The Successor MOU does not become effective until approved by the City Council. The deal points of the Successor MOU are as follows:

General Language Clean Up and Corrections: These were made throughout the MOU regarding job titles, union name, sentence structures and punctuation.

1.05 UNIT REPRESENTATION: Update number of representatives as Union Stewards and Negotiating Team.

1.06 DUES DEDUCTION: Add language to conform with dues deduction procedures.

SECTION 2.01 COMPENSATION:

· Cost of Living Adjustments: Provides cost of living adjustments of 3% per year that will become effective the first full pay period following Council approval of this agreement, and then thereafter effective the first full pay period in January 2026, and the first full pay period in January 2027.

· Market Equity Adjustments: Provides a one-time market equity adjustment of 2% effective the first full pay period following Council approval of this agreement for all classifications in the OE3-PEG unit and also brings any remaining classifications more than 7.5% below market median to 7.5% below market median.

SECTION 2.04 MEAL ALLOWANCE : Increase meal allowance from $10 to $15.

SECTION 3.0 LEAVE: Updates to various leaves, as identified below:

ADMINISTRATIVE LEAVE: General cleanup of terms, removal of outdated terms and clarification of sell back provisions.

BEREAVEMENT LEAVE: Adds “Designated Person” as eligible for employee to use one day of bereavement leave.

OCCUPATIONAL INJURY LEAVE: Updates qualifying language for use of occupational injury leave.

PERSONAL LEAVE: Revise language and clarifies eligibility for the conversion of sick leave to personal leave.

SECTION 3.10 VACATION: Revise and/or remove outdated language, clarifies eligibility for sellback of vacation leave and inserts vacation scheduling language for vacation approvals.

SECTION 5.0 INSURANCE COVERAGE: A. *Health and Welfare Coverage*: Increases the monthly allowance from $2,000 to $2,200, effective the first pay date of the month following Council approval of this agreement. Effective the first pay date of 2027, this amount increases from $2,200 to $2,250. Increases the “In Lieu” amount for those waiving enrollment due to alternative medical coverage from $300 per month to $350 per month, effective the first pay date of the month following Council approval of this agreement.

SECTION 11.0 SURVEY DATA: Clarify language on completing the City’s salary survey by August 31, 2027 for timeliness in negotiations.

APPENDIX A: BARGAINING GROUP CLASSIFICATIONS: Updates the list of classifications to add Economic Development Coordinator, Lead Construction Inspector and Lead Payroll Technician.

FISCAL IMPACT

The estimated cost of this Successor MOU is projected to be an additional $280,000 annually over the life of the contract.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving and adopting the Memorandum of Understanding (MOU) between the City of Union City (City) and the Operating Engineers Local 3, Professional Employees Group (OE3-PEG) for the period of January 1, 2025 through December 31, 2027, authorizing the City Manager to execute the MOU on behalf of the City and approving an amendment to the City’s Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5.

Prepared by:

JASON CASTLEBERRY, HUMAN RESOURCES DIRECTOR

Submitted by:

JASON CASTLEBERRY, HUMAN RESOURCES DIRECTOR

ATTACHMENTS:

	Description	Type
🗋	Draft Resolution	Resolution

🗋	Exhibit A - OE3-PEG MOU Redlined	Exhibit
🗋	Exhibit B - Classification and Compensation Plan	Exhibit

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF UNION CITY AND THE OPERATING ENGINEERS LOCAL 3, PROFESSIONAL EMPLOYEES GROUP FOR THE PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2027, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the existing Memorandum of Understanding (Existing MOU) between the City of Union City (City) and the Operating Engineers Local 3, Professional Employees Group (OE3-PEG) expired on December 31, 2024; and

WHEREAS, the City and OE3-PEG entered into negotiations for a successor Memorandum of Understanding (Successor MOU); and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, *et seq.)* and the Union City Municipal Code, the City Manager or their designee, as authorized by the City Council, has met and conferred in good faith with representatives of OE3-PEG on matters related to wages, hours, and other terms and conditions of employment; and

WHEREAS, the representatives of the City and OE3-PEG have reached a tentative agreement for a Successor MOU, attached hereto and incorporated herein by this reference as **Exhibit A**; and

WHEREAS, the membership of OE3-PEG ratified the Successor MOU on August 6, 2025; and

WHEREAS, the City Council finds that the terms and conditions of the Successor MOU are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby approves and adopts the Memorandum of Understanding between the City of Union City and the Operating Engineers Local 3, Professional Employees Group for the period of January 1, 2025, through December 31, 2027; and

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby authorizes the City Manager to execute the Memorandum of Understanding on behalf of the City and to take such further actions as may be necessary to implement the MOU, including any necessary non-substantive modifications; and

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the MOU, effective the first full pay period following Council approval of this agreement (**Exhibit B**); and

BE IT FURTHER RESOLVED by the City Council of the City of Union City that if any provisions related to the MOU contained herein are found to be in conflict with provisions of any other previous resolutions related to the MOU, the provisions herein shall prevail.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments:

1. Exhibit A - Memorandum of Understanding Between the City of Union City and the Operating Engineers Local 3, Professional Employees Group (January 1, 2025 - December 31, 2027)
2. Exhibit B - Amended City of Union City Salary Schedule (Effective First Full Pay Period Following Council Approval)

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF UNION CITY

AND

OPERATING ENGINEERS, LOCAL 3: PROFESSIONAL EMPLOYEES' GROUP

January 1, 2025~~2~~ through December 31, 2027~~4~~

TABLE OF CONTENTS

1.0 RECOGNITION 1
1.01 RECOGNITION 1
1.02 NO DISCRIMINATION 1
1.03 CONTRACTING OUT 1
1.04 MEETING FACILITIES 2
1.05 UNIT REPRESENTATION 2
2.0 COMPENSATION 3
2.01 COMPENSATION 3
2.02 ACTING PAY 4
2.03 CALL-BACK PAY AND OVERTIME 4
2.04 MEAL ALLOWANCE 5
2.05 BILINGUAL PAY 5
3.0 LEAVE 5
3.01 ADMINISTRATIVE LEAVE (FOR FLSA EXEMPT EMPLOYEES) 5
3.02 BEREAVEMENT LEAVE 7
3.03 HOLIDAYS 7
A. CHRISTMAS EVE OBSERVANCE 8
B. COMPENSATION FOR HOLIDAYS WORKED 8
3.04 JURY LEAVE 8
3.05 MILITARY LEAVE 8
3.06 OCCUPATIONAL INJURY LEAVE 8
3.07 PERSONAL LEAVE 9
3.08 SICK LEAVE 9
3.09 UNPAID LEAVE OF ABSENCE 10
3.10 VACATION 10
A. Vacation Sell back 11
4.0 PROBATIONARY PERIOD 12

5.0 HEALTH AND WELFARE BENEFITS 12
5.01 MEDICAL PLAN 12
5.02 WEEKLY INCOME PLAN 13
5.03 LIFE INSURANCE 13
5.04 LONG-TERM DISABILITY 13
5.05 COORDINATION OF BENEFITS 13
6.0 RETIREMENT BENEFITS 14
6.01 PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) 14
A. CLASSIC MEMBERS 14
B. NEW MEMBERS 14
6.02 MILITARY BUYBACK 15
7.0 MISCELLANEOUS PROVISIONS 15
7.01 EDUCATIONAL REIMBURSEMENTS 15
7.02 FLEXIBLE SCHEDULING 15
7.03 SAFETY SHOE/EQUIPMENT PURCHASE 15
7.04 ACCESS TO THE MEMORANDUM OF UNDERSTANDING 16
7.05 JOB DESCRIPTIONS 16
8.0 GRIEVANCE PROCEDURE 16
9.0 MISCELLANEOUS 18
10.0 SEVERABILITY 18
11.0 SURVEY DATA 18
12.0 DURATION 18
APPENDIX A: BARGAINING GROUP CLASSIFICATIONS 19

MEMORANDUM OF UNDERSTANDING BETWEEN

CITY OF UNION CITY

AND

UNION CITY PROFESSIONAL EMPLOYEES

We, the undersigned, duly appointed representatives of ~~Union City~~Operating Engineers Local Union #3 ~~-~~Professional Employees Group, hereinafter referred to as the "~~Professional Group~~Union", and the City of Union City, hereinafter referred to as "City," having met and conferred in good faith, do hereby jointly prepare, and execute this Memorandum of Understanding. It is understood that the provisions herein set forth supersede previous Memoranda affecting the ~~Professional Group~~Union ~~-~~as well as other terms and conditions set forth in resolutions and ordinances referenced herein.

1.0 RECOGNITION

1.01 RECOGNITION

The City recognizes the ~~Professional Group~~Operating Engineers Local Union #3 as ~~-~~ the sole and exclusive bargaining representative for the full-time classification listed in Appendix A as well as any new, related classifications created on or after January 1, ~~1999~~2025, upon mutual consent between the City and the ~~Professional Group~~Union

The ~~Professional Group~~Union represents City employees whose job classifications require a significant amount of education, training, or experience and/or a license or certificate from a state or private authority.

1.02 NO DISCRIMINATION

The City and the Union ~~Professional Group~~ agree that they shall not discriminate in any way on account of race, creed, sex, age, national origin, political affiliation, or handicap status.

1.03 CONTRACTING OUT

The City agrees to notify the ~~Professional Group~~Union at least sixty (60) days prior to contracting out work which will result in the reduction of positions or lay off of members. The City will advise the ~~Professional Group~~Union of any requests for proposals issued for work. The City will give the ~~Professional Group~~Union three (3) weeks' notice prior to contracting out work, which does not result in a reduction in force. When the City contracts out work not resulting in a reduction in force/layoff and unless extraordinary circumstances exist (pending reorganizations, hiring freeze(s), pending classification studies, etc.) such contracts shall not exceed (6) months, and shall not be made higher than the hourly equivalent of mid ("C/3") step of the respective pay range.

1.04 MEETING FACILITIES

The City shall reasonably make available conference rooms, other meeting areas, and virtual platforms for the purpose of holding Unit meetings during off-duty time periods at no cost to the ~~Unit~~Union. Requests for such facilities must follow established procedures with appropriate City representatives, and whenever possible, notice shall be given by the ~~Unit~~ Union forty-eight (48) hours in advance of a meeting in a conference room or other meeting area.

1.05 UNIT REPRESENTATION

The ~~Unit~~ Union may select thre~~wo~~ (3~~2~~) bargaining unit ~~leaders~~ members to be stewards of the Union~~from our bargaining unit~~. The ~~Unit~~ Union shall promptly advise the City Manager or designee in writing of the names of the ~~unit leaders~~stewards. ~~Unit leaders~~Stewards will be allowed reasonable time off during regular work hours without loss of compensation or other benefits when engaged in investigating and assisting employees at their work location in the resolution of grievances.

~~Unit leaders~~Stewards shall be granted reasonable access to employee work locations upon advising appropriate management personnel. The City shall further allow a total of four (4) ~~Unit~~bargaining unit members to participate as the ~~reasonable number of Unit~~ Union negotiating team ~~members~~with reasonable time off during regular working hours without loss of compensation or other benefits when engaged in negotiations with City representatives. The City and ~~Unit~~ the Union further agree that good labor relations are fostered and maintained through prompt, decisive, and fair adjustment of individual grievances at the lowest possible administrative level.

The City agrees to notify the ~~Unit leaders~~Union each month of all new or promoted employees hired into positions represented by the ~~Unit~~Union. The City shall ~~provide~~ inform each newly hired or promoted represented employee that their classification is represented by the Union and provide a link to the current ~~with a copy of the~~ Memorandum of Understanding.

The City shall provide a reasonable release time to ~~the Unit leader or their designee~~one steward to make a 15-minute presentation about ~~PEG~~the Union.

1.06 DUES DEDUCTION

The City agrees to deduct, on a bi-weekly basis, current and periodic Union dues from the pay of each employee who has heretofore or shall hereafter voluntarily execute and deliver to the Union the payroll deduction authorization card provided by the Union for this purpose.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When an employee is in unpaid status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in unpaid status

during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over Union dues.

The Recording Secretary of OE3 shall notify /Payroll and Human Resources in writing as to the amount of such dues uniformly required of all members of the Union.

Monies withheld by the City shall be transmitted to the Officer designated in writing by the Recording Secretary of the Union as a person authorized to receive such funds, at the address specified. The Union shall indemnify, defend and hold the City harmless against any claims made, and against any suit instituted against, the City on account of deduction of Union dues and/or the other provisions of this Article. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

2.0 COMPENSATION

2.01 COMPENSATION

- Effective the first ~~payroll~~ full pay period following the City Council approval of this Agreement, all classifications in the bargaining unit shall receive a 3.0% salary increase~~. In addition to the salary increase, the City will provide a one-time lump sum payment equivalent to the value of a three percent (3%) salary increase for the period of the first full pay period in January through the implementation of the three percent (3%) salary increase referenced above.~~
- Effective the first ~~payroll after~~ full pay period in January ~~1st,~~ 2026~~3~~, all classifications in the bargaining unit shall receive a 3.0% salary increase.
- Effective the first ~~payroll after~~ full pay period in January ~~1st,~~ 2027~~4~~, all classifications in the bargaining unit shall receive a 3.0% salary increase.

EQUITY ADJUSTMENTS;

Effective the first full pay period following City Council approval of this Agreement, the City will provide a market equity adjustment increase for all classifications in the bargaining unit of two percent (2%).

Effective the first full pay period following City Council approval of this Agreement, the following classifications shall receive a one-time equity adjustment to the base rate:

Position	Adjustment

INTERVENTION COUNSELOR (PEG)	1.4%
INTERVENTION COUNSELOR LIMITED TERM (PEG)	1.4%

~~Effective May 30, 2022, following City Council approval, the following classifications shall receive a one-time equity adjustment to the base rate:~~

~~Position~~	~~Adjustment~~
~~Accountant~~	~~3.07%~~
~~Assistant Planner~~	~~4.14%~~
~~Associate Planner~~	~~1.2%~~
~~Case Manager~~	~~2.67%~~
~~Engineer I~~	~~6.26%~~
~~Engineer II~~	~~3.48%~~
~~Engineer III~~	~~4.9%~~
~~Payroll Tech~~	~~4.26%~~
~~Rec Supervisor~~	~~7.44%~~

The ~~Professional Group~~Union agrees to allow mandatory direct deposit for all ~~Professional Group~~bargaining unit members to be maintained upon ratification of this MOU.

Salary Step increases shall be implemented in the following manner:

- An employee who is eligible for a step increase and whose anniversary date occurs during the first seven (7) days of the pay period shall have their step increase implemented on the first day of the pay period during which the anniversary date occurs.
- An employee who is eligible for a step increase and whose anniversary date occurs during the last seven (7) days of the pay period shall have their step increase implemented on the first day of the following pay period.

2.02 ACTING PAY

An employee assigned in writing by the department head or their designee and who pursuant to such assignment does assume and perform all of the ordinary day-to-day duties and responsibilities of a position of higher classification for three (3) or more cumulative working days, shall be paid an additional five percent (5%) of the regular pay of their own classification, or the first step of the higher classification, whichever is greater for such time worked in the higher classification.

2.03 CALL-BACK PAY AND OVERTIME

An employee called back to work on their day off or called back to work after he/she has completed their regular shift working day and has left their place of employment shall be paid a minimum of two (2) hours at time and one-half of their regular hourly rate of pay. It is expressly understood an employee who works overtime immediately subsequent to

their regular work shift, or an employee who works scheduled overtime immediately subsequent prior to their regular work shift will be compensated at the overtime rate of pay for the time actually worked, with no minimum number of hours of overtime guaranteed. All time worked beyond a normal workday shall be paid at time and one-half the straight time pay or accumulated as compensatory time off at time and one-half straight time rate. An employee may select compensatory time off in lieu of pay for overtime. In such a case, compensatory time off may be accrued to a maximum of two hundred forty (240) hours.

Hours earned beyond the maximum will be paid out in the employee's paycheck. Compensatory hours may be cashed out up to 120 hours at the end of the fiscal year only provided 80 hours of vacation and compensatory have been used.

2.04 MEAL ALLOWANCE

A meal allowance of $15~~10~~.00 shall be given, or at the option of the City, an equivalent meal provided an employee who works two or more hours immediately following a regular shift, and for each four (4) hours thereafter. If a meal is eaten, the receipt for the meal must be submitted for reimbursement.

2.05 BILINGUAL PAY

The City will compensate each ~~Professional Employee Group~~bargaining unit member one hundred dollars ($100) per month ($46.15 per pay period) as compensation for providing bilingual skills, oral and written. All employees requesting compensation under this agreement must pass a City test. The test may examine the employee's ability to converse fluently, read and/or write in a language other than English.

The City reserves the right to determine the need for a specific language and the number of employees required to provide bilingual skills in each language. Compensated employees agree to utilize their bilingual skills whenever called upon.

3.0 LEAVE

3.01 ADMINISTRATIVE LEAVE (for FLSA Exempt Employees)

In lieu of paid overtime, FLSA Exempt Professional employees shall receive seventy (70) hours of Administrative Leave at the beginning of each fiscal year. In addition, those FLSA Exempt Professional employees whose work assignments require additional work effort and/or attendance at evening and/or weekend meetings and/or special events on behalf of the City above and beyond seventy (70) hours per fiscal year shall be eligible for an additional forty (40) hours per fiscal year of Administrative Leave for a total of one hundred ten (110) hours.

The guidelines for making use of Administrative Leave will be as follows:

1. Personnel shall submit a memorandum requesting time off under Administrative Leave Provisions. Such requests shall be submitted directly to their department heads. Department heads will approve or deny the request based upon operational needs.
2. The use of Administrative Leave is not automatic and is subject to approval as stated above.
3. Administrative Leave is based on the City's fiscal year and therefore runs from July 1 to June 30.

~~4. For fiscal year 2021-2022, unused Administrative Leave may be accumulated up to a maximum of two hundred and forty (240) hours or may be cashed out as requested by the employee at the end of the fiscal year only. Said payment shall be based upon the employee's salary rate at the time of the cash out request. The unused 240-hour accumulation does not include the Additional Administrative Leave identified in Section 2.01(8) below.~~

~~5.~~4. ~~Effective calendar year 2023, and every calendar year thereafter, u~~Under the following conditions FLSA exempt employees may make an irrevocable election to sell back to the City accrued administrative leave per fiscal year at the employee's base rate of pay. FLSA exempt employees may make an irrevocable election to sell back to the City up to seventy (70) hours. ~~At the time of~~To remain eligible for distribution, the following must be true:

- The employee is in good standing and meeting performance expectations on the last performance evaluation received.
- The employee must have taken a minimum of eighty (80) hours of vacation, holiday and/or administrative leave in the preceding twelve (12) months.
-
- Requests to sell back administrative leave must be received by ~~Payroll~~ Human Resources no later than December 31 of each year for the following year's election and will be paid out prior to the last pay period of the fiscal year.

These criteria are evaluated at the end of the eleventh (11th) pay period of each calendar year.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave.

~~6.~~5. Administrative Leave for employees hired after July 1 or leave prior to June 30th of the following year will be prorated.

~~7.~~6. Employees may not use Administrative Leave during their first six (6) months of service. Exceptions to this rule may be granted by Department Heads and the City Manager.

~~8.~~7. The first 10 (ten) hours of additional Administrative Leave awarded will be deposited in the same leave bank as regular, recurring Administrative Leave, (70 hours). Additional Administrative Leave awarded above 10 hours will be loaded in a separate Administrative

Leave bank and must be used during the fiscal year awarded. These hours are awarded for the prior year's work and may not be accumulated or cashed out.

~~9.~~8. Upon separation from the City or upon the start of an extended leave from City employment (e.g. military duty, etc.), employees shall receive cash payment on a pro-rated basis for unused Administrative Leave. Said payment(s) shall be based upon the employee's accrued Administrative and base salary rate at the time of separation or upon the start of an extended leave from City employment.

The award of Administrative Leave is subject to the recommendation of the Department Head and approval by the City Manager.

3.02 BEREAVEMENT LEAVE

Employees shall be granted paid bereavement leave not to exceed (5) workdays upon the death of an employee's immediate family. The five days may be taken non-consecutively. Close relatives are defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepchild, domestic partner, and other individuals residing in the household for whom the employee has legal guardianship. In addition, employees may be granted one (1) workday paid bereavement leave to attend the funeral of a close relative not in the employee's immediate family (for example, aunts, uncles, nephews, nieces, or spouse/domestic partner's close relatives as defined above~~.~~) or "designated person" as defined by CFRA. Employees may identify the designated person at the time they request leave from work. Employees may only have one (1) designated person within any twelve (12) month period. Employees shall also be granted time off to attend funerals of fellow employees consistent with the operating requirements.

3.03 HOLIDAYS

The City shall observe the following guaranteed holidays:

New Year's Day	January 1
Martin L. King Jr. Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	3rd Monday in May
Juneteenth (beginning calendar year 2023)	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Effective fiscal year 2022-2023, each employee shall also be granted 24 hours floating holiday time each fiscal year, which may be scheduled for use upon approval. All floating holidays must be used within the fiscal year earned and may not be cashed out. In the event a designated holiday falls upon a normal day off, which is a Saturday, the employee shall observe the previous day off as the holiday. In the event a designated holiday falls on a normal day off, which is a Sunday, the employee shall observe the following day as the holiday.

Should the holiday fall on a Dark(non-working) Friday, eight (8) additional floating holiday hours shall be added to each employee's floating holiday bank in the pay period immediately before the holiday.

A. CHRISTMAS EVE OBSERVANCE

If Christmas Day falls on a Saturday, the Christmas Day holiday is observed on Friday; the Christmas Eve holiday is then observed on Thursday. If Christmas Day falls on a Sunday, the Christmas Day holiday is observed on Monday and the Christmas Eve holiday is observed on Friday.

B. COMPENSATION FOR HOLIDAYS WORKED

Prior approval for holiday work must be obtained from the City Manager, except in an emergency situation where said approval cannot be obtained. Work performed on a holiday shall be compensated at time and one-half the straight time hourly rate, in addition to regular salary.

3.04 JURY LEAVE

An employee summoned to jury duty or summoned as a witness in a City-related matter shall not suffer a loss of pay or other benefits by reason of said service. Employees shall not be required to report to work on any day when responding to said summons. Employees are required to submit verification of jury leave attendance to their supervisor promptly upon return to work. The juror badge attached to the jury summons notice does not qualify as verification of attendance.

3.05 MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give their department head an opportunity within the limits of military requirements, to determine when such leave shall be taken.

3.06 OCCUPATIONAL INJURY LEAVE

For employee injury or disability falling within the provisions of the State Worker's Compensation Disability Act, additional compensation equal to the difference between eighty-five percent (85%) of said employee's regular pay and their disability compensation allowance

shall be paid for a total not to exceed one hundred seventy-six (176) hours per year, or equal to one-half the amount of the employee's accumulated sick leave, whichever is greater as of July 1 of each fiscal year. In no case shall the employee's compensation while on occupational injury leave be less than the employee's regular pay, nor shall the employee's compensation while on occupational injury leave be greater than the employee's regular pay. Included in the calculation of the one hundred seventy-six (176) hours granted will be compensation for any waiting period, however, not included would be related medical appointments. Following exhaustion of this benefit, an employee may utilize accumulated sick leave to the extent available to make up the difference between said employee's regular pay and their disability compensation insurance.

3.07 PERSONAL LEAVE

The City shall convert twenty (20) hours per fiscal year of accumulated sick leave to Personal Leave to be used for conducting personal or emergency business that cannot be conducted outside regular working hours. A maximum of eight (8) hours, not used during the fiscal year, may be accumulated in addition to the regular twenty (20) hour allowance, increasing the Personal Leave allowance to twenty-eight (28) hours within a fiscal year. In addition, for employees who have accumulated a minimum of one hundred (100) hours of sick leave on July 1 of the fiscal year, the City will convert ~~may utilize~~ eight (8) additional hours of accumulated sick ~~for~~ to Personal Leave during the ensuing fiscal year. For ~~E~~employees who have accumulated two hundred (200) hours of sick leave by the beginning of the fiscal year, the City will convert ~~may utilize~~ twelve (12) additional hours of accumulated sick leave ~~for~~ to Personal Leave ~~purposes~~. Personal Leave hours credited under this provision are non-cumulative.

The maximum number of Personal Leave hours available in any fiscal year is forty (40) hours, for an employee who is credited with the annual twenty (20) hours, accumulated the allowable eight (8) hours and is eligible for the additional twelve (12) hours if he/she has a cumulative balance of 200 sick leave hours on July 1st. The employee must request Personal Leave at least 48 hours (2 days) prior to time of utilization. In cases of need, the immediate supervisor may waive the 48-hour notification procedure.

3.08 SICK LEAVE

Employees shall earn eight (8) hours sick leave per month (3.69 hours per pay period) without limit on accumulation. Employees absent without pay for more than thirty-six (36) hours during a two week pay period shall not earn sick leave benefits for that pay period. Sick leave shall be taken in periods of no less than one- quarter hour.

Professional employees shall be allowed to convert sixty (60) hours of unused Sick Leave per fiscal year to their Vacation Time Bank provided the employee maintains a balance of four hundred eighty (480) hours of Sick Leave. Conversion of Sick Leave to Vacation Leave is on an hour-for-hour basis and may only take place at the end of each fiscal year.

1. Utilization

Sick leave may be utilized due to the employee's personal sickness, injury, maternity leave, sickness or injury in the immediate family, in accordance with the provisions outlined in Administrative Policy Memorandum No. 21, Administration of Sick Leave, which shall serve as the operating guideline for both employees and management. Employees shall, whenever possible, make appointments for medical, dental, and similar purposes on non-work hours. If this is not possible, sick leave may be used for these purposes for a minimum of one hour and shall not exceed four (4) hours except in unusual circumstances.

2. Notice and Certification

   In order to receive compensation while absent on sick leave, the employee or someone on their behalf shall notify their immediate supervisor prior to or within one (1) hour after the time set for reporting to work except in extenuating circumstances. When an absence is three (3) consecutive workdays or more, the employee may be required to file a physician's certificate confirming period(s) of disability due to illness/injury with the supervisor for forwarding to the Human Resources Director. When absence, is for three (3) consecutive workdays or more and is due to sickness or injury in the immediate family, the employee is required to file a physician's certificate stating family member's period(s) of disability due to illness/injury with the supervisor for forwarding to the Human Resources Director.

3.09 UNPAID LEAVE OF ABSENCE

The City Manager, upon written request of a full-time employee other than a probationary employee, may grant for the good of the service, a leave of absence without pay for a maximum period of one (1) year. The City Manager may grant an extension of an approved leave of absence without pay for an additional period, said extension not to exceed an additional one (1) year. Leave may be granted if it does not have an unduly adverse impact on the service, the purpose of the leave would be beneficial to the City, or would meet some pressing and extreme need of the employee. Leave hereby authorized may include major medical or disability leave, educational leave, maternity leave, and leave for any other purpose promoting the good of the service. Whenever granted, such leave shall be in writing and signed by the City Manager.

Upon expiration of such a leave, the employee shall be reinstated to the position held at the time the leave was granted and said employee shall retain their rights based on years of service earned prior to the leave of absence. Failure of the employee to report promptly at the expiration of the leave of absence or within a reasonable time after notice to return to duty shall terminate their right to be reinstated.

3.10 VACATION

Vacation leave shall be earned by all employees at the rates indicated in the following table. Employees may not use vacation leave during the first six months of service except during the Holiday Furlough period between Christmas Day and New Year's Day when City offices are

closed to the public. Employees absent without pay for more than thirty-six (36) hours during a pay period do not earn vacation benefits for that pay period.

Years of Completed Service	Bi-Weekly Accrual Rate	Annual Accrual Rate
0-3 Years	3.08 hours	80 hours
4-8 Years	4.62 hours	120 hours
9-12 Years	5.38 hours	140 hours
13-15 Years	6.15 hours	160 hours
16+ years	7.69 hours	200 hours

Employees shall accrue vacation leave time based on years of service and may accumulate up to two (2) times the annual accrual rate based on years of completed service.

Employees shall provide notice to their supervisor prior to taking vacation consistent with the table below.

Amount of Vacation Requested	Prior Notice Required
40-hour or more	2 weeks
Less than 40 hours	Day for day proportional period with a minimum of 24 hours (e.g. 3-days requested-3 days prior notice)

The supervisor may waive these notification periods.

A. Vacation Sell back

~~For calendar year 2022, employees shall have the option of receiving an annual cash payment for up to eighty (80) hours of Vacation Leave provided an eighty 80-hour vacation balance is maintained after cash out. Employee request for cash payment must be submitted to the Payroll Administrative Services Department no later than June 1st and cash payment shall be made at the end of the fiscal year.~~

~~Effective calendar year 2023, u~~Under the following conditions employees may make an irrevocable election to sell back to the City up to eighty (80) hours of accrued vacation leave per year at the employee's base rate of pay. ~~At the time of~~To remain eligible for distribution, the following must be true:

- The employee is in good standing and meeting performance expectations on the last performance evaluation received.
- The employee must have taken a minimum of eighty (80) hours of vacation and/or administrative leave in the preceding twelve (12) months.
- The employee must have a remaining balance of at least forty (40) hours following the sell back.

These criteria are evaluated at the end of the eleventh (11th) pay period of each calendar year.

Requests to sell back vacation leave must be received by ~~Payroll~~ Human Resources no later than December 31 of each year, for the following year's election and will be paid out prior to ~~in~~ the last pay period of the fiscal year.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave.

Employees shall receive cash payment for unused vacation, payable at their current salary rate at the time of separation.

4.0 PROBATIONARY PERIOD

The probationary period for all ~~Professional Group~~bargaining unit employees shall be 2080 hours (12 months).

5.0 HEALTH AND WELFARE BENEFITS

5.01 MEDICAL PLAN

The City shall contribute to the cafeteria plan, up to Two Thousand Dollars ($2000) per month toward the cost of medical, dental, and vision premiums for all bargaining unit members, regardless of the plan in which they are enrolled. This monthly contribution includes the City's basic employer contribution for health premiums under PEMCHA which City Council Resolution No. 2279-02 set as the minimum required under PEMCHA. Employees shall pay premium costs exceeding the City's maximum contribution amount.

Effective the first pay date of the month following City Council approval of this Agreement, the City shall increase its contribution to the cafeteria plan up to Two Thousand Two Hundred dollars ($2,200) per month for each bargaining unit member.

Effective the first pay date of 2027, the City shall increase its contribution to the cafeteria plan up to Two Thousand Two Hundred Fifty dollars ($2,250) per month for each bargaining unit member.

The City agrees to advance the cost of medical, dental, and vision premiums when an employee is on leave without pay for medical reasons. Amounts advanced shall be limited to three (3) months and shall be due and payable to the City within six months of return to work or upon termination. Retirees may elect to continue coverage with the group medical plan at the retiree's cost, if approved by CalPERS.

Employees who are ~~also~~ covered for medical benefits through a spouse's or other alternative medical insurance coverage may elect not to enroll in a city group medical plan. In lieu of medical insurance premiums, the City will pay the employee who waives coverage, the amount

of three hundred and fifty ($350)~~$300.00~~ per month ~~or $138.46 per pay period~~. Employees may elect to receive this payment in cash, paid directly to the employee in their normal paycheck, or to have this amount deposited into the employee's deferred compensation account. Approval for the deferred compensation option is subject to acceptance of satisfactory certification of spousal or other alternative medical coverage by the Human Resources Department. ~~Retirees may elect to continue coverage with the group medical plan.~~

The City will contribute to PERS health insurance premiums, for retirees who were covered by an MOU between the City and ~~PEG~~ the Union at the time of their retirement and are enrolled in a PERS health plan, and for employees participating in the City's cafeteria plan described above, an amount equal to the City's basic employer contribution for health premiums which City Council Resolution No. 2279-02 set as the minimum required under PEMHCA.

The ~~Professional Employees Group~~Union agrees to meet and confer with the City regarding the potential restructuring of employee medical insurance benefits, with the understanding that such discussions are not intended to reduce employee benefits, but rather, to assist the City in controlling its medical insurance costs and increase administrative flexibility.

5.02 WEEKLY INCOME PLAN

The City agrees to pay a maximum of $12.50 per month for premium for disability insurance coverage for represented employees. Employees shall be responsible for payment of monthly premiums in excess of $12.50.

5.03 LIFE INSURANCE

The City agrees to provide life insurance and AD&D coverage of $100,000.

5.04 LONG-TERM DISABILITY

The City agrees to pay $12.50 per month per employee for long-term disability insurance coverage, which provides 60-day elimination period, and 60% benefits for a maximum monthly payment of $7,000 at age 65. The City and the employee shall pay any increase in the monthly premium in excess of $12.50 per month equally.

5.05 COORDINATION OF BENEFITS

It is expressly understood that if eligibility for Weekly Income Plan and LTD overlaps, the LTD program benefit level shall be maintained as long as the same insurance carrier provides both plans.

6.0 RETIREMENT BENEFITS

6.01 PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)

A. CLASSIC MEMBERS

Consistent with its historical practice, the City pays to CalPERS the full share of the employee contributions to CalPERS and reports the payments as Employer Paid Member Contributions (EPMC). For classic members receiving payments based on the 2.5% at 55 formula, these payments are equal to 8% of the member employees' reportable income. For classic members receiving payments based on the 2% at 60 formula, these payments are equal to 7% of the member employees' reportable income.

2.5% at 55: Classic Members hired prior to November 24, 2010, are provided benefits under the CalPERS 2.5% at 55 retirement formula. Beginning June 5, 2006, the City and PEG agreed to employee cost-sharing. The historical cost-sharing payments made by these employees is as follows:

- Effective June 5, 2006, 3.5%.
- Effective July 26, 2010, 4.5%.
- Effective February 12, 2013, 8%.
- Effective May 25, 2015, 8.5%.
- Effective June 22, 2015, 9%.
- Effective June 20, 2016, 9.5%.

2% at 60: Employees hired on or after January 1, 2011, are provided benefits under the CalPERS 2% at 60 retirement formula.The Parties also agree to employee cost-sharing to cover a portion of the costs of the City's CalPERS contributions. The historical cost-sharing payments made by these employees is as follows:

- Effective January 1, 2011, 7%.
- Effective May 25, 2015, 7.5%.
- Effective June 22, 2015, 8%.
- Effective June 20, 2016, 8.5%.

B. NEW MEMBERS

CalPERS new members hired by the City on or after January 1, 2013, are provided pension benefits using a 2.0% at 62 formula effective January 1, 2013. CalPERS new member employees have historically contributed to the CalPERS system at the following rates:

- Effective January 1, 2013, 7%
- Effective May 29, 2015, 7.5%
- Effective July 1, 2015, 8%

- Effective July 1, 2016, 8.5%

6.02 MILITARY BUYBACK

The City has amended the PERS contract to allow for the military buy-back provisions at employee's cost.

7.0 MISCELLANEOUS PROVISIONS

7.01 EDUCATIONAL REIMBURSEMENTS

When an employee voluntarily and with prior approval of their department head, ~~PEG Unit Leaders~~Union steward, and the City Manager or designee undertakes an education or training program that will improve their skills and abilities in relation to the job, the City will reimburse the employee upon successful completion of the course for the cost of the course or training. The reimbursement will be limited to an aggregate annual cap of $9,000 for all ~~Professional Group~~ bargaining unit members, to be distributed by the ~~Professional Group~~Union in accordance with its own procedure. If the books are turned over to the City upon course completion, the City shall reimburse the employee for the costs of the books. Where the class is of unusual value and cannot be scheduled during the employee's off hours, the employee may be excused at no loss of pay.

For purposes of this Section, costs incurred by employees for obtaining and maintaining professional certification or registration, including but not limited to AICP and Registered Civil Engineer status, shall be reimbursable so long as conditions of approval and course completion are met.

7.02 FLEXIBLE SCHEDULING

Flexible scheduling is available to employees when the schedule is mutually agreeable between the employee and the supervisor. Flexible scheduling may be implemented only when it is determined that such arrangements will not interfere with service delivery and general operational effectiveness. It is expressly understood that flexible scheduling shall not apply to any operation in which the staffing level is insufficient to provide continuous service availability during normal operating hours. Flexible scheduling shall include work from home agreements subject to the City's Telecommute policy.

7.03 SAFETY SHOE/EQUIPMENT PURCHASE

The City agrees to pay eligible bargaining unit employees (those required to purchase and wear construction type, hard-soled boots to be worn on the job consistently) $300.00 in the second pay period of each fiscal year. The Safety Committee shall develop a list of available boots meeting these requirements. Classifications required to wear construction type, hard-soled boots consistently are:

- Engineer I, II, III
- Environmental Programs Inspector
- Senior Building/Code Compliance Inspector
- Building/Code Compliance Inspector

Employees who have occasion to wear construction type, hard-soled boots on an inconsistent or incidental basis, who believe that a City-paid pair of safety shoes are required or needs replacement, shall contact their department head or designee, who shall determine available allowance and authorize a safety shoe purchase.

An employee may elect to receive City-paid basic prescription safety glasses no more than once every two years, based on the employee's VSP eligibility period. "Basic prescription safety glasses are defined as those furnished with shatterproof lenses, scratch-resistant coating, tinting, and side shields, but not including cosmetic lens treatments such as grinding or upgraded frames."

7.04 ACCESS TO THE MEMORANDUM OF UNDERSTANDING

The City agrees to post a PDF copy of the approved Memorandum of Understanding and any Side Letter Agreement on the Human Resources SharePoint page accessed via the Union.

7.05 JOB DESCRIPTIONS

The City and ~~Professional Group~~the Union agree~~s~~ to jointly review all future amended and new job descriptions. The City agrees to give the ~~Professional Group~~Union two weeks' notice prior to submittal of the descriptions to the City Council for approval. Upon n~~N~~otice to the City, t~~T~~he ~~Professional Group~~Union may request to meet and confer~~,~~ regarding the modifications of current job descriptions or the creation of new job descriptions. No new or amended job descriptions shall be forwarded to the City Council or posted unless and until the ~~Professional Group~~ Union has had the opportunity to review them.

8.0 GRIEVANCE PROCEDURE

A grievance shall be defined as any dispute, which involves the interpretation or application of the agreement and scope of representation. At the time of initial filing of a grievance involving a disciplinary matter, the employee must elect to utilize either the grievance procedure contained in the Memorandum of Understanding or the grievance procedure outlined in the City Personnel Rules, Section 12.00. Election of either procedure shall preclude utilization of the other.

Grievance submitted in writing pursuant to this provision shall cite the section of the MOU alleged to have been violated. The parties recognize disputes shall be resolved expeditiously at the lowest possible administrative level, notwithstanding the right and desirability of the employee or ~~Professional Group~~the Union to bypass the initial steps if the case involves decision making at a higher administrative level.

Step 1:

The employee and/or their representative may present the grievance informally, in writing, or orally, to the immediate supervisor within ten (10) working days of the occurrence of the dispute or ten (10) working days from such time as the employee or ~~Professional Group~~the Union could have reasonably been aware of the occurrence. The supervisor shall respond within ten (10) days of submittal by/or discussion with the grievant.

Step 2:

Should the grievance remain unresolved at Step 1, the grievance may be submitted to the department head or their designee within ten (10) working days of the discussion held in Step 1. A written response will be given to the employee and the ~~Professional Group~~Union within seven (7) working days of submittal to the department head or their designee.

Step 3:

Should the matter remain unresolved, the grievance will be submitted to the City Manager or designee and assigned Professional Group representative (as selected by the ~~Professional Group~~Union who shall meet within twenty (20) working days of receipt of the grievance from Step 2 and attempt to resolve the grievance. The City Manager or designee shall provide a written response within ten (10) working days of the date of the discussion with the ~~Professional Group~~Union.

Step 4:

Should the matter remain unresolved, either party may request the involvement of a Factfinder within thirty (30) days of the meeting held in Step 3. The names of five (5) Factfinders shall be obtained from the State of Conciliation Service. The City and ~~Professional Group~~ the Union shall alternatively strike names from the list beginning by a coin flip until one name remains. The City and the ~~Professional Group~~Union agree to divide the cost equally of said Factfinder. The Factfinder designated to hear the dispute shall be authorized to submit a recommendation to the parties to resolve the dispute. Said recommendation must be accepted by both the ~~Professional Group~~Union and the City Council in order to become effective. In the event either party rejects the recommendation the action previously taken, or any compromise settlement reached in Steps 1 through 3 of the grievance procedure shall stand, or other action by the City Council, or the ~~Professional Group~~Union may be considered.

The Factfinder shall have no power to make recommendation, which would change, add, delete, or otherwise amend this Agreement, Rules, Regulations or Resolution of the City by reason of their recommendation, but shall be limited to the interpretation thereof. Parties who have direct knowledge of circumstances relating to the grievance may be present at the request of either party during any stage of proceedings. In the case of employees, they shall be compensated at their regular rate of pay for actual time spent at such meetings. The time between the steps of the procedure may be extended by mutual agreement; all requests for and agreements to extend the deadline shall be confirmed in writing. Failure by the employee or ~~Professional group~~the Union to follow the time limits unless extended by mutual agreement shall cause the grievance to be considered withdrawn. Failure by the City to follow time limits

unless extended by mutual agreement shall cause the grievance to be settled in favor of the employee.

9.0 MISCELLANEOUS

The City agrees to continue all existing conditions and provisions of the current Memorandum of Understanding in full force and effect for the duration of the Agreement.

10.0 SEVERABILITY

Should any section, clause, or provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause, or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

11.0 SURVEY DATA

The City shall conduct a salary survey for the benchmark classifications of the bargaining unit no later than August 31, 2027. The salary survey shall be designed to compare total compensation between similar positions in the established benchmark cities of Fremont, Hayward, Livermore, Milpitas, Newark, Pleasanton, Redwood City, and San Leandro.

~~The City agrees to make available to Professional Group bargaining representatives, all compensation and benefits comparison data compiled by the City's negotiations team.~~

12.0 DURATION

This agreement shall continue in full force and effect from January 1, 2025~~2~~, through December 31, 2027~~4~~.

FOR THE CITY OF UNION CITY:

FOR THE ~~PROFESSIONAL EMPLOYEES' GROUP~~UNION:

Appendix A: Bargaining Group Classifications

Number	Classification Title	FLSA
30060	Accountant	Non-Exempt
30250	Assistant Planner	Non-Exempt
30230	Associate Planner	Non-Exempt
30053	Building/Code Compliance Coordinator	Exempt
30090	Case Manager	Non-Exempt
30600	Economic Development Coordinator	Non-Exempt
30275	Emergency Services Coordinator	Non-Exempt
30150	Engineer I (Civil)	Non-Exempt
30130	Engineer II (Civil)	Non-Exempt
30120	Engineer III (Civil)	Non-Exempt
30030	Environmental Analyst I	Non-Exempt
30031	Environmental Analyst II	Non-Exempt
30040	Environmental Programs Inspector	Non-Exempt
30095	Homeless Program Coordinator	Non-Exempt
30080	Intervention Counselor	Non-Exempt
30185	Lead Construction Inspector	Non-Exempt
30066	Lead Payroll Technician	Non-Exempt
30065	Payroll Technician	Non-Exempt
30100	Recreation Supervisor	Non-Exempt
30020	Senior Accountant	Non-Exempt
30055	Senior Building/Code Compliance Inspector	Non-Exempt
30210	Senior Planner	Non-Exempt
30400	Senior Recreation Supervisor	Non-Exempt
30260	Senior Systems Analyst	~~Non-~~Exempt
30310	Sustainability Analyst I	Non-Exempt
30320	Sustainability Analyst II	Non-Exempt
~~30053~~	~~Building/Code Compliance Coordinator~~	~~Exempt~~
~~30055~~	~~Senior Building/Code Compliance Inspector~~	~~Non-Exempt~~
30265	Systems Analyst	Non-Exempt
30501	Transit Planner-Assistant	Non-Exempt
30502	Transit Planner-Associate	Non-Exempt
30503	Transit Planner-Senior	Non-Exempt
30270	Web and Database Administrator	~~Non-~~Exempt

City of Union City and
Union City Professional Employees Group
Side Letter of Agreement
Remote Work Policy

This Side Letter is by and between the Union City Professional Employees Group ("PEG") and the City of Union City ("City") and will become effective following agreement by PEG and adoption by the City.

The City is seeking to adopt a remote work policy to provide the opportunity for some City employees to work remotely and will meet and confer with PEG prior to adopting a remote work policy.

The City will keep the temporary emergency telecommuting guidelines in effect until the remote work policy referenced herein is implemented.

For the City:

DocuSigned by: Lilybell Nakamura 4/30/2022
Lilybell Nakamura, Human Resources Director — Date

DocuSigned by: Jeff Bailey 4/30/2022
Jeff Bailey, Union City Negotiator — Date

For PEG:

DocuSigned by: Valerie C. Avendano 5/2/2022
Valerie Avendano — Date

DocuSigned by: 5/2/2022
Brandon DeLucas — Date

DocuSigned by: Trish Heuer 5/2/2022
Trish Heuer — Date

*This Side Letter of Agreement is no longer in place as the Telecommuting Policy (Remote Work Policy) became effective 3/1/2023.

City of Union City and
Union City Professional Employees Group
Side Letter of Agreement
Salary Survey

This Side Letter is by and between Union City Professional Employees Group ("PEG") and the City of Union City ("City") and will become effective as soon as administratively possible following agreement by PEG and adoption by the City.

Pursuant to the Strategic Plan adopted by the City in FY 2020-21, the City recognizes its commitment to employees and has taken steps to engage a third-party consultant for the purposes of conducting a total compensation and benefits study for all city classifications.

The City will initiate the RFP process to retain consultant services for these purposes, and will direct the consultant once retained to complete the survey as soon as practicable. The study shall compare eight cities: Fremont, Hayward, Livermore, Milpitas, Newark, Pleasanton, Redwood City and San Leandro.

Pursuant to this Side Letter Agreement, PEG and the City agree to reopen negotiations when the City's salary survey is completed for the sole purpose of meeting and conferring over potential equity adjustment increases based on the results of the completed total compensation and benefits survey.

In the event the City's survey is not completed by end of calendar year 2022, PEG shall have the option to reopen negotiations to meet and confer over potential equity adjustment increases based on the results of the salary survey conducted by PEG in 2021 for MOU negotiations.

For the City:

DocuSigned by: Lilybell Nakamura — 4/30/2022
Lilybell Nakamura, Human Resources Director — Date

DocuSigned by: Jeff Bailey — 4/30/2022
Jeff Bailey, Union City Negotiator — Date

For PEG:

DocuSigned by: Valerie C. Avendano — 5/2/2022
Valerie Avendano — Date

DocuSigned by: — 5/2/2022
Brandon DeLucas — Date

DocuSigned by: Trish Heuer — 5/2/2022
Trish Heuer — Date

Side Letter to the
Memorandum of Understanding
Between
The City of Union City
and
Professional Employees Group

The City of Union City ("City") and the Professional Employees Group ("PEG") (collectively the "Parties") enter into this side letter to the Parties' Memorandum of Understanding effective January 1, 2022 through December 31, 2024, to add a new position.

WHEREAS, the City seeks to establish the new Lead Construction Inspector position; and

WHEREAS, the City and PEG desire to have PEG serve as the sole and exclusive bargaining representative for the Lead Construction Inspector position; and

WHEREAS, the City and PEG desire to establish the Lead Construction Inspector position as a non-exempt position that receives call back pay and/or overtime; and

WHEREAS, the Parties desire to enter into a side letter clarifying and memorializing the Parties' agreement.

NOW, THEREFORE, the Parties agree to amend Appendix A of the Memorandum of Understanding with the addition in **bold** as follows:

Number	Classification Title	FLSA
30060	Accountant	Non-Exempt
30250	Assistant Planner	Non-Exempt
30230	Associate Planner	Non-Exempt
30090	Case Manager	Non-Exempt
30275	Emergency Services Coordinator	Non-Exempt
30150	Engineer I (Civil)	Non-Exempt
30130	Engineer II (Civil)	Non-Exempt
30120	Engineer III (Civil)	Non-Exempt
30030	Environmental Analyst I	Non-Exempt
30031	Environmental Analyst II	Non-Exempt
30040	Environmental Programs Inspector	Non-Exempt
30095	Homeless Program Coordinator	Non-Exempt
30080	Intervention Counselor	Non-Exempt
30185	**Lead Construction Inspector**	**Non-Exempt**

~~30065~~	~~Payroll Technician~~	~~Non-Exempt~~
~~30100~~	~~Recreation Supervisor~~	~~Non-Exempt~~
~~30020~~	~~Senior Accountant~~	~~Non-Exempt~~
~~30210~~	~~Senior Planner~~	~~Non-Exempt~~
~~30400~~	~~Senior Recreation Supervisor~~	~~Non-Exempt~~
~~30260~~	~~Senior Systems Analyst~~	~~Non-Exempt~~
~~30310~~	~~Sustainability Analyst I~~	~~Non-Exempt~~
~~30320~~	~~Sustainability Analyst II~~	~~Non-Exempt~~
~~30053~~	~~Building/Code Compliance Coordinator~~	~~Exempt~~
~~30055~~	~~Senior Building/Code Compliance Inspector~~	~~Non-Exempt~~
~~30265~~	~~Systems Analyst~~	~~Non-Exempt~~
~~30501~~	~~Transit Planner-Assistant~~	~~Non-Exempt~~
~~30502~~	~~Transit Planner-Associate~~	~~Non-Exempt~~
~~30503~~	~~Transit Planner-Senior~~	~~Non-Exempt~~
~~30270~~	~~Web and Database Administrator~~	~~Non-Exempt~~

FOR THE CITY:

DocuSigned by:
Lilybell Nakamura 11/16/2022
Lilybell Nakamura Date

DocuSigned by:
Joan Malloy 1/10/2023
Joan Malloy Date

FOR PEG:

DocuSigned by:
Brandon DeLucas 11/16/2022
Brandon DeLucas Date

DocuSigned by:
Valerie C Avendano 11/21/2022
Valerie Avendano Date

DocuSigned by:
Trish Heuer 1/3/2023
Trish Heuer Date

Side Letter Agreement to the Memorandum of Understanding
Between
The City of Union City
and
The Professional Employees' Group

The City of Union City ("City") and the Professional Employees' Group ("PEG"), (collectively, the "Parties") enter into this Side Letter Agreement to the Parties' Memorandum of Understanding, effective January 1, 2022, through December 31, 2024 ("MOU"), to include the market equity adjustments reflected in Exhibit A, attached hereto.

WHEREAS, the Parties entered into a side letter agreement entitled "City of Union City and Union City Professional Employees Group Side Letter Agreement Salary Survey" (the "prior Side Letter"); and

WHEREAS, the City completed a salary survey and met and conferred with PEG pursuant to the terms of the prior Side Letter; and

WHEREAS, the City will provide market equity adjustments as a result of a salary survey conducted; and

WHEREAS, the comprehensive data obtained through the salary survey will be used to update the Classification and Compensation Plan; and

WHEREAS, the Parties wish to enter into this Side Letter Agreement clarifying and memorializing the Parties' agreement and satisfying the Parties' obligations under the prior Side Letter.

NOW, THEREFORE, the Parties agree that the Parties have satisfied their obligations under the prior Side Letter Agreement and the City agree to amend Section 2.01, Compensation, of the MOU, effective August 7, 2023, to include the market equity adjustments reflected in Exhibit A, attached hereto.

For the City:		For PEG:	
Joan Malloy, City Manager	Date	Trish Heuer	Date
Jason Castleberry, HR Director		Valerie Avendano	Date

Modify Section 2.0 COMPENSATION to include Salary Equity Adjustments identified as part of the Salary Survey conducted and which are indicated below:

Section 2.01 COMPENSATION

- Salary Equity Adjustments shall be implemented in the following manner, effective August 7, 2023:

Job Code	Class Title	% Increase
30060	Accountant	5.30%
30250	Assistant Planner	0.40%
30230	Associate Planner	0.40%
30053	Building Code Compliance Coordinator	0.00%
30090	Case Manager	10.00%
30600	Economic Development Coordinator	0.00%
30275	Emergency Services Coordinator	0.00%
30150	Engineer I (Civil)	7.90%
30130	Engineer II (Civil)	7.90%
30120	Engineer III (Civil)	7.90%
30030	Environmental Analyst I	7.70%
30031	Environmental Analyst II	7.70%
30040	Environmental Programs Inspector	0.00%
30095	Homeless Program Coordinator	0.00%
30080	Intervention Counselor	0.30%
30185	Lead Construction Inspector	0.00%
30066	Lead Payroll Technician	0.00%
30065	Payroll Technician	0.00%
30100	Recreation Supervisor	6.40%
30020	Senior Accountant	10.00%
30210	Senior Planner	3.00%
30400	Senior Recreation Supervisor	6.40%
30260	Senior Systems Analyst	0.00%
30055	Sr. Building/Code Compliance Inspector	0.00%
30310	Sustainability Analyst I	7.70%
30320	Sustainability Analyst II	7.70%
30265	Systems Analyst	0.00%
30503	Transit Planner - Assistant	0.40%
30501	Transit Planner - Associate	0.40%
30502	Transit Planner - Senior	3.00%
30270	Web and Database Administrator	0.00%

City of Union City

Classification and Compensation Plan
FY 2025-2026
Effective: August 18, 2025

Amendment #1: August 12, 2025 - Resolution No. 2025-XXX

City of Union City - Classification and Compensation Plan

Bargaining Unit	Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FULL-TIME (*monthly rates shown* **)**									
City Council	10010	Mayor	2,937						
City Council	10020	Council Member	2,125						
City Manager	20010	City Manager	29,406						
UNREPRESENTED			**Min.**	←	***Range***	→	**Max.**		
Dept. Heads	20020	Deputy City Manager	17,902				21,472		
Dept. Heads	20470	Community & Recreation Services Director	17,457				20,930		
Dept. Heads	20515	Economic & Community Development Director	17,457				20,930		
Dept. Heads	20275	Finance Director	17,457				20,930		
Dept. Heads	20280	Human Resources Director	17,457				20,930		
Dept. Heads	20290	Information Technology Director	17,457				20,930		
Dept. Heads	40010	Police Chief	25,624	26,649	27,715	28,824	29,977		
Dept. Heads	20710	Public Works Director	17,786				21,332		
Unrep'd. Mgmt.	20030	City Clerk	12,515	13,088	13,691	14,323	14,988		
Unrep'd. Mgmt.	21410	Deputy Police Chief	22,307	23,353	24,452	25,602	26,817		
Unrep'd. Mgmt.	20145	Human Resources Analyst I	8,473	8,845	9,236	9,647	10,078		
Unrep'd. Mgmt.	20180	Human Resources Manager	13,231	13,840	14,476	15,147	15,850		
Unrep'd. Mgmt.	20930	Supervising Construction Inspector	10,745	11,232	11,745	12,282	12,846		
Unrep'd. Non-Mgmt.	21010	Administrative Specialist - Confidential	7,238	7,602	7,982	8,382	8,802		
Unrep'd. Non-Mgmt.	30800	Human Resources Technician	7,633	8,016	8,407	8,837	9,274		
MANAGEMENT EMPLOYEES' GROUP (MEG)									
Management	20360	Accounting Manager	12,234	12,798	13,385	14,006	14,655		
Management	20590	Chief Building Official/Senior Plans Examiner	14,076	14,723	15,406	16,119	16,873		
Management	20810	City Engineer	15,813	16,551	17,325	18,136	18,988		
Management	20505	Clinical Supervisor	9,400	9,816	10,252	10,711	11,192		
Management	20450	Community & Recreation Services Manager	12,339	12,906	13,503	14,128	14,786		
Management	20508	Community Services Manager	12,339	12,906	13,503	14,128	14,786		
Management	20800	Cyber Security Manager	12,684	13,256	13,855	14,470	15,131		
Management	20630	Economic Development Manager	12,232	12,836	13,440	14,036	14,641		
Management	20600	Environmental Program Manager	12,653	13,238	13,849	14,492	15,167		
Management	20911	Fleet Supervisor	10,978	11,479	12,002	12,554	13,131		
Management	20540	Housing & Community Development Manager	12,548	13,128	13,733	14,370	15,038		
Management	20500	Intervention Counselor I	7,418	7,741	8,077	8,432	8,802		
Management	20090	Management Analyst II	10,059	10,515	10,991	11,488	12,014		
Management	20100	Management Analyst III	12,234	12,798	13,385	14,006	14,655		
Management	20560	Planning Manager	13,406	14,022	14,672	15,352	16,068		
Management	20860	Principal Civil Engineer	13,107	13,713	14,350	15,019	15,718		
Management	20920	Public Works Grounds Supervisor	10,978	11,479	12,002	12,554	13,131		
Management	20910	Public Works Streets Supervisor	10,978	11,479	12,002	12,554	13,131		
Management	20730	Public Works Superintendent	12,759	13,346	13,966	14,613	15,295		
Management	20700	Recycling & Solid Waste Program Manager	11,398	11,920	12,469	13,044	13,647		
Management	20370	Revenue Collections Manager	12,234	12,798	13,385	14,006	14,655		
Management	20912	Transit Manager	12,339	12,906	13,503	14,128	14,786		

Bargaining Unit	Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
POLICE MANAGEMENT ASSOCIATION (PMA)									
Police Mgmt.	40020	Police Captain	20,254	21,208	22,209	23,260	24,365		
Police Mgmt.	40040	Police Lieutenant	17,170	18,011	18,894	19,830	20,812		
POLICE OFFICERS' ASSOCIATION (POA)									
UCPOA	40095	Community Resources Coordinator	6,744	7,082	7,437	7,807	8,197		
UCPOA	40090	Community Service Aide	6,654	6,950	7,262	7,591	7,937		
UCPOA	40240	Confidential Operations Assistant	7,742	8,130	8,536	8,962	9,411		
UCPOA	40080	Crime Analyst	9,450	9,922	10,417	10,940	11,486		
UCPOA	40241	Executive Assistant to the Police Chief	7,742	8,130	8,536	8,962	9,411		
UCPOA	40063	Personnel and Training Supervisor	7,772	8,161	8,569	8,998	9,450		
UCPOA	40230	Police Department Office Coordinator	6,697	7,034	7,384	7,754	8,143		
UCPOA	40140	Police Office Assistant	6,104	6,410	6,730	7,067	7,420		
UCPOA	40050	Police Officer	9,869	10,325	10,791	11,251	11,817	12,408	13,028
UCPOA	40150	Police Officer Recruit I	7,908						
UCPOA	40160	Police Officer Recruit II	9,436						
UCPOA	40060	Police Records Supervisor	7,772	8,161	8,569	8,998	9,450		
UCPOA	40030	Police Sergeant	13,338	13,937	14,556	15,284	16,048		
UCPOA	40100	Property & Evidence Specialist	6,654	6,950	7,262	7,591	7,937		
UCPOA	40065	Property & Evidence Supervisor	7,772	8,161	8,569	8,998	9,450		
UCPOA	40180	Public Services Officer II	7,100	7,456	7,829	8,218	8,630		
PD UNREPRESENTED PART-TIME (hourly rates shown)									
Unrep. Police PT	60120	Police Cadet	17.44	18.32	19.23				
Unrep. Police PT	60150	Police Officer Trainee	50.38						
OPERATING ENGINEERS LOCAL 3, PROFESSIONAL EMPLOYEES GROUP (OE3-PEG)									
Professionals	**30060**	**Accountant**	**8,658**	**9,089**	**9,534**	**10,021**	**10,518**		
Professionals	**30250**	**Assistant Planner**	**7,699**	**8,083**	**8,484**	**8,910**	**9,355**		
Professionals	**30230**	**Associate Planner**	**8,958**	**9,404**	**9,872**	**10,368**	**10,883**		
Professionals	**30053**	**Building Code Compliance Coordinator**	**11,575**	**12,179**	**12,786**	**13,389**	**13,993**		
Professionals	**30090**	**Case Manager**	**6,853**	**7,195**	**7,554**	**7,933**	**8,330**		
Professionals	**30600**	**Economic Development Coordinator**	**10,386**	**10,910**	**11,398**	**11,922**	**12,448**		
Professionals	**30275**	**Emergency Services Coordinator**	**9,528**	**10,004**	**10,496**	**11,022**	**11,574**		
Professionals	**30150**	**Engineer I (Civil)**	**8,493**	**8,912**	**9,361**	**9,831**	**10,321**		
Professionals	**30130**	**Engineer II (Civil)**	**9,433**	**9,904**	**10,387**	**10,916**	**11,457**		
Professionals	**30120**	**Engineer III (Civil)**	**10,784**	**11,322**	**11,881**	**12,476**	**13,100**		
Professionals	**30040**	**Environmental Programs Inspector**	**10,310**	**10,853**	**11,422**	**12,022**	**12,657**		
Professionals	**30095**	**Homeless Program Coordinator/Case Manage**	**6,683**	**7,040**	**7,398**	**7,756**	**8,154**		
Professionals	**30080**	**Intervention Counselor**	**7,205**	**7,566**	**7,945**	**8,343**	**8,760**		
Professionals	**30185**	**Lead Construction Inspector**	**10,388**	**10,890**	**11,353**	**11,894**	**12,435**		
Professionals	**30066**	**Lead Payroll Technician**	**8,534**	**8,920**	**9,384**	**9,847**	**10,388**		
Professionals	**30100**	**Recreation Supervisor**	**8,550**	**8,978**	**9,426**	**9,897**	**10,391**		
Professionals	**30020**	**Senior Accountant**	**10,010**	**10,520**	**11,045**	**11,592**	**12,164**		
Professionals	**30055**	**Senior Building/Code Compliance Inspector**	**10,310**	**10,853**	**11,422**	**12,022**	**12,657**		
Professionals	**30210**	**Senior Planner**	**10,354**	**10,898**	**11,474**	**12,075**	**12,710**		
Professionals	**30400**	**Senior Recreation Supervisor**	**10,040**	**10,530**	**11,043**	**11,583**	**12,147**		
Professionals	**30260**	**Senior Systems Analyst**	**11,575**	**12,179**	**12,786**	**13,389**	**13,993**		
Professionals	**30320**	**Sustainability Analyst II**	**8,884**	**9,327**	**9,795**	**10,284**	**10,797**		
Professionals	**30265**	**Systems Analyst**	**11,100**	**11,656**	**12,239**	**12,850**	**13,493**		
Professionals	**30501**	**Transit Planner - Assistant**	**7,393**	**7,762**	**8,146**	**8,556**	**8,984**		
Professionals	**30502**	**Transit Planner - Associate**	**8,853**	**9,293**	**9,756**	**10,246**	**10,753**		
Professionals	**30270**	**Web and Database Administrator**	**10,591**	**11,121**	**11,677**	**12,261**	**12,874**		

City of Union City - Classification and Compensation Plan

Bargaining Unit	Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU)									
SEIU 1021	50520	Administrative Assistant I	6,125	6,407	6,701	7,015	7,336		
SEIU 1021	50525	Administrative Assistant II	6,701	7,015	7,336	7,678	8,033		
SEIU 1021	50530	Administrative Assistant III	7,336	7,678	8,033	8,410	8,805		
SEIU 1021	50290	Building/Code Compliance Inspector	8,838	9,248	9,672	10,115	10,577		
SEIU 1021	50255	Building Permit Technician	7,014	7,366	7,721	8,077	8,430		
SEIU 1021	50251	Building Permit Technician II	7,626	7,996	8,386	8,795	9,224		
SEIU 1021	50256	Community Development Technician	6,874	7,220	7,568	7,917	8,261		
SEIU 1021	50351	Facility Maintenance Worker	6,937	7,249	7,577	7,925	8,282		
SEIU 1021	50100	Finance Specialist III	6,723	7,047	7,379	7,731	8,102		
SEIU 1021	50539	Homeless Program Outreach Worker	4,923	5,170	5,428	5,700	5,985		
SEIU 1021	50332	Lead Facilities Maintenance Worker	8,130	8,501	8,891	9,286	9,718		
SEIU 1021	50361	Leisure Services Maintenance Worker	5,773	6,062	6,365	6,683	7,018		
SEIU 1021	50360	Maintenance I - Parks & Grounds	6,294	6,592	6,899	7,222	7,565		
SEIU 1021	50330	Maintenance I - Streets	6,537	6,846	7,166	7,502	7,857		
SEIU 1021	50342	Maintenance II - Parks & Grounds	7,631	7,991	8,363	8,758	9,171		
SEIU 1021	50320	Maintenance II - Streets	7,492	7,845	8,209	8,596	9,003		
SEIU 1021	50325	Maintenance Trainee - Parks & Grounds	5,394	5,644	5,909	6,182	6,470		
SEIU 1021	50350	Maintenance Trainee - Streets	5,335	5,583	5,845	6,114	6,400		
SEIU 1021	50200	Neighborhood Preservation Inspector	8,140	8,518	8,908	9,317	9,742		
SEIU 1021	50500	Office Specialist I	5,071	5,303	5,538	5,785	6,047		
SEIU 1021	50505	Office Specialist II	5,523	5,770	6,033	6,308	6,593		
SEIU 1021	50510	Office Specialist III	6,028	6,303	6,587	6,891	7,206		
SEIU 1021	50560	Preschool Site Supervisor II	4,820	5,062	5,316	5,581	5,860		
SEIU 1021	50291	Public Works Inspector	8,552	9,033	9,470	9,927	10,406		
SEIU 1021	50370	Public Works Maintenance II	6,893	7,217	7,553	7,910	8,283		
SEIU 1021	50110	Recreation Administrative Technician	7,533	7,910	8,305	8,721	9,157		
SEIU 1021	50160	Recreation Program Coordinator	6,946	7,285	7,644	8,022	8,415		
SEIU 1021	50380	Special Projects Coordinator	6,413	6,716	7,029	7,358	7,707		
SEIU 1021	50538	Street Outreach Worker	4,923	5,170	5,428	5,700	5,985		
SEIU 1021	50341	Street Sweeper Operator	6,973	7,288	7,617	7,967	8,326		
SEIU 1021	50405	Technical Support Specialist II	7,258	7,630	8,001	8,372	8,703		
SEIU 1021	50517	Transit Coordinator	8,174	8,556	8,993	9,372	9,812		
SEIU 1021	50321	Vehicle Heavy Equipment Mechanic	7,481	7,819	8,177	8,547	8,943		
SEIU 1021	50326	Vehicle Equipment Technician	6,673	7,005	7,357	7,724	8,110		
SEIU 1021	50536	Youth Employment Coordinator	6,659	6,993	7,343	7,710	8,096		
SEIU 1021	50537	Youth Services Specialist	6,705	7,042	7,394	7,763	8,151		
SEIU REPRESENTED PART-TIME (hourly rates shown)									
SEIU 1021 PT	50373	Facilities Maintenance Attendant (PT)	30.08	31.58	33.16	34.82	36.57		
SEIU 1021 PT	50533	Community and Recreation Program Specialist	23.63	24.79	26.04	27.32	28.67		
SEIU 1021 PT	50505	Office Specialist II (PT)	31.87	33.29	34.81	36.39	38.03		
SEIU 1021 PT	50510	Office Specialist III (PT)	34.78	36.36	38.00	39.76	41.57		
SEIU 1021 PT	50561	Preschool Site Supervisor I (PT)	22.55	23.66	24.85	26.09	27.39		
SEIU 1021 PT	50532	Program Coordinator (PT)	40.07	42.03	44.10	46.28	48.55		
UNREPRESENTED PART-TIME (hourly rates shown)									
Unrep. Gen. PT	60069	CRS Program Manager (PT)	21.21	22.28	23.39	24.56	25.79		
Unrep. Gen. PT	60100	Preschool Aide (PT)	16.50	17.33					
Unrep. Gen. PT	60090	Preschool Teacher (PT)	18.86	19.80	20.79	21.83	22.92		
Unrep. Gen. PT	60072	Program Coordinator (PT)	24.75	25.99	27.29	28.65	30.08		
Unrep. Gen. PT	60232	Recreation Aide (PT)	16.50	17.33					
Unrep. Gen. PT	60233	Recreation Leader (PT)	17.68	18.56	19.49	20.47	21.49		
Unrep. Gen. PT	60300	Seasonal Maintenance Worker (PT)	23.57						
Unrep. Gen. PT	60234	Senior Recreation Leader (PT)	18.86	19.80	20.79	21.83	22.92		
Unrep. Gen. PT	60600	Intern (PT)	16.50				60.11		
Unrep. Gen. PT	60570	Project Specialist (PT)	16.50				123.49		
Unrep. Gen. PT	60400	Retired Annuitant (PT)	16.50				141.59		

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF UNION CITY AND THE OPERATING ENGINEERS LOCAL 3, MANAGEMENT EMPLOYEES GROUP FOR THE PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2027, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt the attached resolution approving and adopting the Memorandum of Understanding (MOU) between the City of Union City (City) and the Operating Engineers Local 3, Management Employees Group (OE3-MEG) for the period of January 1, 2025 through December 31, 2027, authorizing the City Manager to execute the MOU on behalf of the City and approving an amendment to the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5.

STRATEGIC PLAN ALIGNMENT

This action supports Strategy 8 of Goal B, Governance and Organization Effectiveness, by ensuring salaries are competitive in order to retain talented staff and to provide an attractive recruiting environment.

BACKGROUND

The City and the Management Employees Group (MEG) initiated negotiations in August 2024 to address the existing MOU that covered the period of January 1, 2022 through December 31, 2024. In September 2024 MEG initiated a decertification and recognition procedure to be represented by Operating Engineers Local 3 (OE3). On March 11, 2025, the City Council adopted Resolution No. 2025-030 recognizing OE3 as the exclusive bargaining representative for MEG and the group is now known as OE3-MEG. Staff and OE3-MEG have been negotiating in good faith for the successor Memorandum of Understanding (Successor MOU) since April 2025. Both parties have reached a tentative agreement on matters related to wages, hours, and other terms and conditions of employment, consistent with the authority provided by the City Council, as reflected in the Successor MOU.

DISCUSSION

The Existing MOU expired on December 31, 2024. OE3-MEG membership ratified the Successor MOU on August 6, 2025. The Successor MOU does not become effective until approved by the City Council. The deal points of the Successor MOU are as follows:

General Language Clean Up and Corrections: These were made throughout the MOU regarding job titles, union name, sentence structures and punctuation.

SECTION 1.00 RECOGNITION: Updates the list of classifications to reflect changes in titles for "Budget Manager/Purchasing Agent", to

"Accounting Manager", and the "Youth & Family Services Manager" to "Community Services Manager".

SECTION 1.01 DUES DEDUCTION: Add language to conform with dues deduction procedures.

SECTION 2.0 COMPENSATION:

· Cost of Living Adjustments: Provides cost of living adjustments of 3% per year that will become effective the first full pay period following Council approval of this agreement, and then thereafter effective the first full pay period in January 2026, and the first full pay period in January 2027.

· Market Equity Adjustments: Provides a one-time market equity adjustment of 2% effective the first full pay period following Council approval of this agreement for all classifications in the OE3-MEG unit and also brings any remaining classifications more than 7.5% below market median to 7.5% below market median.

· Salary Surveys: Clarify language on completing the City's salary survey by August 31, 2027 for timeliness in negotiations.

SECTION 3 LEAVE: Updates to various leaves, as identified below:

ADMINISTRATIVE LEAVE: General cleanup of terms, removal of outdated terms and clarification of sell back provisions.

BEREAVEMENT LEAVE: Adds "Designated Person" as eligible for employee to use one day of bereavement leave.

OCCUPATIONAL INJURY LEAVE: Updates qualifying language for use of occupational injury leave.

PERSONAL LEAVE: Revise language and clarifies eligibility for the conversion of sick leave to personal leave.

SECTION 6.9 VACATION: Revise and/or remove outdated language, clarifies eligibility for sellback of vacation leave and inserts vacation scheduling language for vacation approvals.

SECTION 6.0 INSURANCE COVERAGE: A. *Health and Welfare Coverage*: Increases the monthly allowance from $2,000 to $2,200, effective the first pay date of the month following Council approval of this agreement. Effective the first pay date of 2027, this amount increases from $2,200 to $2,250. Increases the "In Lieu" amount for those waiving enrollment due to alternative medical coverage from $300 per month to $350 per month, effective the first pay date of the month following Council approval of this agreement.

FISCAL IMPACT

The estimated cost of this Successor MOU is projected to be an additional $238,000 annually over the life of the contract.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving and adopting the Memorandum of Understanding (MOU) between the City of Union City (City) and the Operating Engineers Local 3, Management Professional Union (OE3-MEG) for the period of January 1, 2025 through December 31, 2027, authorizing the City Manager to execute the MOU on behalf of the City and approving an amendment to the City's Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5.

Prepared by:

JASON CASTLEBERRY, HUMAN RESOURCES DIRECTOR

Submitted by:

JASON CASTLEBERRY, HUMAN RESOURCES DIRECTOR

ATTACHMENTS:

	Description	Type
🗋	Draft Resolution	Resolution
🗋	Exhibit A - OE3-MEG MOU Redlined	Exhibit

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF UNION CITY AND THE OPERATING ENGINEERS LOCAL 3, MANAGEMENT EMPLOYEES GROUP FOR THE PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2027, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY AND APPROVING AN AMENDMENT TO THE CITY'S SALARY SCHEDULE IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the existing Memorandum of Understanding (Existing MOU) between the City of Union City (City) and the Management Employees Group (MEG) expired on December 31, 2024; and

WHEREAS, the City and OE3-MEG entered into negotiations for a successor Memorandum of Understanding (Successor MOU); and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, *et seq.)* and the Union City Municipal Code, the City Manager or their designee, as authorized by the City Council, has met and conferred in good faith with representatives of OE3-MEG on matters related to wages, hours, and other terms and conditions of employment; and

WHEREAS, the representatives of the City and OE3-MEG have reached a tentative agreement for a Successor MOU, attached hereto and incorporated herein by this reference as **Exhibit A**; and

WHEREAS, the membership of OE3-MEG ratified the Successor MOU on August 6, 2025; and

WHEREAS, the City Council finds that the terms and conditions of the Successor MOU are proper and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby approves and adopts the Memorandum of Understanding between the City of Union City and the Operating Engineers Local 3, Management Employees Group for the period of January 1, 2025 through December 31, 2027; and

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby authorizes the City Manager to execute the Memorandum of Understanding on behalf of the City and to take such further actions as may be necessary to implement the MOU, including any necessary non-substantive modifications; and

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby approves an amendment to the City's Salary Schedule to reflect the revisions in compensation provided pursuant to the MOU, effective the first full pay period following Council approval of this agreement (**Exhibit B**); and

BE IT FURTHER RESOLVED by the City Council of the City of Union City that if any provisions related to the MOU contained herein are found to be in conflict with provisions of any other previous resolutions related to the MOU, the provisions herein shall prevail.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments:

1. Exhibit A – Memorandum of Understanding Between the City of Union City and the Operating Engineers Local 3, Management Employees Group (January 1, 2025 – December 31, 2027)
2. Exhibit B – Amended City of Union City Salary Schedule (Effective First Full Pay Period Following Council Approval)

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF UNION CITY

AND

OPERATING ENGINEERS, LOCAL 3:

MANAGEMENT EMPLOYEES' GROUP

January 1, 2025~~2~~ through December 31, 2027~~4~~

Table of Contents

SECTION 1.00 RECOGNITION 3

SECTION 2.0 COMPENSATION 3

A. ACTING PAY 4
B. BILINGUAL PAY 4
C. ADMINISTRATION OF THE COMPENSATION PLAN 5
1. Salary Surveys and Cost of Living Adjustments (COLA's) 5
2. Advancements in Pay 6

SECTION 3.0 LEAVE 7

A. ADMINISTRATIVE LEAVE: 7
B. BEREAVEMENT LEAVE: 8
C. FAMILY LEAVE: 8
D. HOLIDAYS: 9
E. JURY LEAVE: 9
F. MILITARY LEAVE: 10
G. OCCUPATIONAL INJURY LEAVE: 10
H. PERSONAL LEAVE: 10
I. SICK LEAVE: 10
J. UNPAID LEAVE OF ABSENCE: 11
K. VACATION: 11

SECTION 4.0 RETIREMENT BENEFITS (CALPERS) 12

4.01 CLASSIC MEMBERS 12
4.02 NEW MEMBERS 13

SECTION 5.0 EDUCATIONAL REIMBURSEMENT 13

SECTION 6.0 INSURANCE COVERAGE 14

A. HEALTH AND WELFARE COVERAGE: 14
B. LIFE INSURANCE 15
C. DEFERRED COMPENSATION PLAN: 15
D. DISABILITY INSURANCE: 15

SECTION 7.0 CITY VEHICLES 15

SECTION 8.0 UNIFORMS 16

SECTION 9.0 WORK SCHEDULES 16

SECTION 10.0 SEPARATION 16

SECTION 11.0 DURATION 16

SECTION 1.00 RECOGNITION

The City recognizes the ~~Management Employees Group (MEG)~~Operating Engineers Local Union #3 Management Employees Group (the "Union"), as the sole and exclusive bargaining representative for the following full-time classifications as well as any new ~~Management~~ management-related classifications by mutual agreement between the City and the ~~Management Group~~Union:

~~Budget~~ Accounting Manager~~/Purchasing Agent~~
Chief Building Official/Senior~~.~~ Plans Examiner
City Engineer
Clinical Supervisor
Communications & Marketing Manager
~~Cyber Security Manager~~
Community & Recreation Services Manager
Community Services Manager
Cyber Security Manager
Economic Development Manager
Environmental Programs Manager
Fleet Supervisor
Housing & Community Development Manager
Information Technology (IT) Manager
Intervention Counselor I
Management Analyst I, II, & III
Planning Manager
Principal Civil Engineer
~~Public Works Superintendent~~
Public Works Grounds Supervisor
Public Works Streets Supervisor
Public Works Superintendent
Recycling & Solid Waste Program Manager
Redevelopment Agency Manager
Revenue Collections Manager
Supervising Accountant
Transit Manager
~~Youth & Family Services Manager~~

SECTION 1.01 DUES DEDUCTION

The City agrees to deduct, on a bi-weekly basis, current and periodic Union dues from the pay of each employee who has heretofore or shall hereafter voluntarily execute and deliver to the Union the payroll deduction authorization card provided by the Union for this purpose.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When an employee is in unpaid status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in unpaid status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over Union dues.

The Recording Secretary of OE3 shall notify /Payroll and Human Resources in writing as to the amount of such dues uniformly required of all members of the Union.

Monies withheld by the City shall be transmitted to the Officer designated in writing by the Recording Secretary of the Union as a person authorized to receive such funds, at the address

specified. The Union shall indemnify, defend and hold the City harmless against any claims made, and against any suit instituted against, the City on account of deduction of Union dues and/or the other provisions of this Article. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

SECTION 2.0 COMPENSATION

Effective the first ~~payroll~~ full pay period following the City Council approval of this Agreement, all classifications in the bargaining unit shall receive a three percent (3%) salary increase. ~~In addition to the salary increase, the City will provide a one-time lump sum payment equivalent to the value of a three percent (3%) salary increase for the period of the first full pay period in January through the implementation of the three percent (3%) salary increase referenced above.~~

Effective the first ~~payroll after~~full pay period in January ~~1st,~~ 202~~6~~3, all classifications in the bargaining unit shall receive a three percent (3%) salary increase.

Effective the first ~~payroll after~~full pay period in January ~~1st,~~ 202~~7~~4, all classifications in the bargaining unit shall receive a three percent (3%) salary increase.

~~Effective the first full payroll period following the City Council approval of this Agreement, Fleet Supervisor position salary shall be aligned to equal that of Streets ad Ground Supervisor as in past practice.~~

Equity Adjustments.
Effective the first full pay period following City Council approval of this Agreement, the City will provide a market equity adjustment increase for all classifications in the bargaining unit of two percent (2%).

Effective the first full pay period following City Council approval of this Agreement, the following classifications shall receive a one-time equity adjustment to the base rate:

Position	Adjustment
Economic Development Manager	0.6%

A. Acting Pay

Employees who are assigned by the Department Head or their designee to assume the duties of a position of higher classification and have been assigned and worked one full day or more shall be paid at the first step of the higher classification or 5%, whichever is higher.

B. Bilingual Pay

The City will compensate each ~~management~~ bargaining unit member ~~employee~~ one hundred dollars ($100) per month ($46.15 per pay period) as compensation for providing bilingual

skills, oral and/or written. All employees requesting compensation under this agreement must be certified by the City as possessing the required bilingual abilities. Certification may examine the employee's ability to converse fluently, read and/or write in a language other than English. The City reserves the right to determine the need for a specific language and the number of employees required to provide bilingual skills in each language. Compensated employees agree to utilize their bilingual skills whenever called upon.

C. Administration of the Compensation Plan

The Compensation Plan may provide a flat salary rate or a defined salary range for each ~~management~~ bargaining unit classification with a minimum/maximum salary level and one or more intermediate steps. The beginning or normal hiring rate shall usually be at the first or second step of a classification's salary range. Each new employee shall normally be paid at the first or second step upon appointment with the exception that the hiring manager may recommend appointment at a higher step. Appointment at such higher step must be approved by the City Manager.

1. Salary Surveys and Cost of Living Adjustments (COLA's)

The City shall conduct a salary survey for the benchmark classifications of the bargaining unit no later than August 31, 2027. The salary survey shall be designed to compare total compensation between similar positions in the established benchmark cities of Fremont, Hayward, Livermore, Milpitas, Newark, Pleasanton, Redwood City, and San Leandro.

~~The City shall conduct a Salary Survey for all management employee classifications. The Salary Survey shall be provided to the City Council for their use as in determining management compensation.~~

~~The Compensation Survey shall be designed to compare total compensation between similar positions in the established benchmark cities of Fremont, Hayward, Livermore, Milpitas, Newark, Pleasanton, Redwood City, and San Leandro and shall include, at a minimum, the following criteria:~~

~~Total Salary and Benefit Categories:~~

- ~~Maximum monthly base salary~~
- ~~Uniform Allowance (where applicable)~~
- ~~Holiday Pay (where applicable)~~
- ~~Educational Pay (where applicable)~~
- ~~PERS EPMC (Employer Paid Member Contribution)~~
- ~~PERS (Normal Cost)~~
- ~~Deferred Compensation (Employer Paid)~~
- ~~Medical~~
- ~~Vision~~
- ~~Dental~~
- ~~OASDI~~
- ~~Medicare~~

- ~~Life Insurance~~
- ~~LTD/STD~~
- ~~Admin Leave~~

~~Criteria may be modified in the salary surveys as mutually agreed upon by the parties.~~

2. Advancements in Pay

1. Step Increase Reviews shall provide the means through which a manager is evaluated and assigned to an appropriate salary level within his or her classification.

2. Scheduled Step Increases:

~~Management~~ Bargaining Unit employees are eligible to receive Step Increases after meeting the following Time-in-Step Requirements:

STEP	TIME-IN-STEP REQUIREMENT
1	6 months
2	6 months
3	12 months
4	12 months
5	N/A

If warranted for the good of the service, or when an employee demonstrates outstanding performance of their duties, that employee may be advanced in step prior to the completion of the above Time-in-Step Requirements and/or may be advanced more than one (1) step.

Such exceptions are contingent upon recommendation of the department head and approval of the City Manager.

If an employee is on leave without pay for more than one (1) month, the time on leave shall be deducted from the employee's accumulated Time-in Step.

Step Increases, however, shall not be granted solely because an employee is eligible according to the above Time-in-Step Requirements. Eligibility is also dependent upon satisfactory job performance as determined by employee's supervisor.

3. Salary Step Schedule:

Salary step increases shall be implemented in the following manner:

An employee who is eligible for a step increase and whose anniversary date occurs during the first seven (7) days of the pay period shall have their step increase implemented on the first day of the pay period during which the anniversary date occurs.

An employee who is eligible for a step increase and whose anniversary date occurs during the last seven (7) days of the pay period shall have their step increased implemented on the first day of the following pay period.

SECTION 3.0 LEAVE

A. Administrative Leave:

In lieu of paid overtime, ~~management~~ bargaining unit employees shall receive seventy (70) hours of Administrative Leave at the beginning of each fiscal year. In addition, those ~~management~~ bargaining unit employees whose work assignments require additional work effort and/or attendance at evening and/or weekend meetings and/or special events on behalf of the City above and beyond seventy (70) hours per fiscal year shall be eligible for an additional forty (40) hours per fiscal year of Administrative Leave for a total of one hundred ten (110) hours. ~~The reduction in Administrative Leave will take effect on 07/01/2020.~~

The guidelines for making use of Administrative Leave will be as follows:

1. Personnel shall submit a memorandum requesting time off under Administrative Leave Provisions. Such requests shall be submitted directly to their department heads. Department heads will approve or deny the request based upon operational needs.

2. The use of Administrative Leave is not automatic and is subject to approval as stated above.

3. Administrative Leave is based on the City's fiscal year and therefore runs from July 1 to June 30.

~~4. For fiscal year 2021-2022, unused Administrative Leave may be accumulated up to a maximum of two hundred and forty (240) hours or may be cashed out as requested by the employee at the end of the fiscal year only. Said payment shall be based upon the employee's salary rate at the time of the cash out request. For separation provisions concerning Administrative Leave, please see Section 11.00 of this document. The unused 240-hour accumulation does not include the Additional Administrative Leave identified in Section 1.20(A)(8) below.~~

~~5.~~4. ~~Effective calendar year 2023, and every calendar year thereafter, u~~Under the following conditions employees may make an irrevocable election to sell back to the City accrued administrative leave per fiscal year at the employee's base rate of pay. ~~Management~~ Bargaining unit members ~~employees~~ may make an irrevocable election to sell back to the City up to seventy (70) hours of Administrative Leave. ~~At the time of~~ To remain eligible for distribution, the following must be true:
    a. The employee is in good standing and meeting performance expectations on the last performance evaluation received.

b. The employee must have taken a minimum of eighty (80) hours of vacation, holiday and/or administrative leave in the preceding twelve (12) months.
c. Requests to sell back administrative leave must be received by ~~Payroll~~ Human Resources no later than December 31 of each year for the following year's election and will be paid out prior to the last pay period of the fiscal year.

These criteria are evaluated at the end of the eleventh (11th) pay period of each calendar year.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave.

~~6.~~5. Administrative Leave for employees hired after July 1 or leave prior to June 30th of the following year will be prorated.

~~7.~~6. Employees may not use Administrative Leave during their first six (6) months of service. Exceptions to this rule may be granted by Department Heads and the City Manager.

~~8.~~7. The first 10 (ten) hours of additional Administrative Leave awarded will be deposited in the same leave bank as regular, recurring Administrative Leave, (70 hours). Additional Administrative Leave awarded above ten (10) hours will be loaded in a separate Administrative Leave bank and must be used during the fiscal year awarded. These hours are awarded for the prior year's work and may not be accumulated or cashed out.

The award of Administrative Leave is subject to the recommendation of the Department Head and approval by the City Manager.

B. Bereavement Leave:

Employees may be granted paid bereavement leave, not to exceed five (5) workdays, upon the occasion of the death of a close relative. The five days may be taken non-consecutively. Close relatives are defined as mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepchild, domestic partner, or individuals residing in the household for whom the employee has legal guardianship. In addition, employees may be granted one (1) workday's paid bereavement leave to attend the funeral of a close relative not in the employee's immediate family (for example, aunts, uncles, nephews, nieces, or spouse/domestic partner's close relatives as defined above) or "Designated Person" as defined by the CFRA. Employees may identify the designated person at the time they request leave from work. Employees may only have one (1) designated person within any twelve (12) month period. ~~.~~ Employees shall also be granted time off to attend funerals of fellow employees consistent with the operating requirements.

C. Family Leave:

The City shall comply with all provisions of the Federal Family Medical Leave Act and the California Family Rights Act, including their respective implementing regulations. However,

Administrative Policy Memorandum (APM) #61 shall provide the overriding basis and criteria for all decisions and matters relating to Family Leave.

D. Holidays:

The following are guaranteed holidays:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth (Effective calendar year 2023)	June 19th
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4th Friday in November
Christmas Eve	December 24*
Christmas Day	December 25

Effective fiscal year 2022-2023, each employee shall also be granted twenty-four (24) Floating Holiday hours per fiscal year, which may be scheduled for use upon approval. The Floating Holiday hours, if not used within the fiscal year earned, may not be accumulated.

In the event a holiday falls on a normal day off which is either a Saturday or the first day of the two regularly scheduled days off, the employee shall observe the previous workday as the holiday. In the event a designated holiday falls upon a normal day off which is either a Sunday or the second day of the two regularly scheduled days off, the employee shall observe the following workday as the holiday.

Should the holiday fall on a Dark (non-working) Friday, eight (8) additional floating holiday hours shall be added to each employee's floating holiday bank in the pay period immediately before the holiday.

*Christmas Eve Observed
If Christmas Day falls on a Saturday, the Christmas Day holiday is observed on Friday; the Christmas Eve holiday is then observed on Thursday. If Christmas Day falls on a Sunday, the Christmas Day holiday is observed on Monday; there is no Christmas Eve holiday observance. When Christmas Day falls on Monday, there is no Christmas Eve holiday observance.

City offices shall be closed between Christmas Day and New Year's Day.

E. Jury Leave:

An employee summoned to jury duty or summoned as a witness in a City-related matter shall not suffer a loss of pay or other benefits by reason of said service. Employees are required to

submit verification of jury leave attendance to their supervisor promptly upon returning to work. The juror badge attached to the jury summons notice does not qualify as verification of attendance.

F. Military Leave:

Military Leave shall be granted in accordance with the provisions of State law. All employees entitled to Military Leave shall give their department head an opportunity within the limits of military requirements to determine when such leave shall be taken.

G. Occupational Injury Leave:

For employee injury or disability falling within the provisions of the State Worker's Compensation Act, additional compensation equal to the difference between said employee's regular pay and their disability compensation allowance shall be paid for a total not to exceed one-hundred seventy-six (176) hours or equal to one-half the amount of the employee's accumulated Sick Leave as of July 1 for each fiscal year, whichever is greater.

Included in the calculation of the one-hundred seventy-six (176) hours granted will be compensation for any waiting period, however not included would be related medical appointments. Following exhaustion of this benefit, employees may utilize accumulated Sick Leave to the extent available to make up the difference between said employee's regular pay and their disability compensation allowance.

H. Personal Leave:

The City shall ~~allow~~ convert twenty (20) hours per fiscal year of accumulated Sick Leave to Personal Leave to be used for conducting personal or emergency business that cannot be conducted outside regular working hours. An additional eight (8) hours will be ~~allowed~~ converted for those employees who have an accumulated Sick Leave balance as of July 1 of each fiscal year of one hundred (100) hours or more for a total of twenty-eight (28) hours per fiscal year. An additional twelve (12) hours will be ~~allowed~~ converted for those employees who have accumulated a Sick Leave balance as of July 1 of each fiscal year of two hundred (200) hours or more, for a total of forty (40) hours per fiscal year. Personal Leave shall not be used as a substitute for, or in conjunction with any other type of leave.

I. Sick Leave:

Employees shall earn three and 69/100 (3.69) hours per pay period of Sick Leave without limit on accumulation. ~~Management~~ Bargaining unit employees shall be allowed to convert sixty (60) hours of unused Sick Leave per fiscal year to their Vacation Time Bank provided the employee maintains a balance of four-hundred eighty (480) hours of Sick Leave. Conversion of Sick Leave to Vacation Leave is on an hour-for-hour basis and may only take place at the end of each fiscal year.

J. Unpaid Leave of Absence:

The City Manager may grant, for the good of the service, a Leave of Absence without pay for a maximum period of one (1) year. The City Manager may grant an extension of an approved Leave of Absence without pay for an additional period, said extension not to exceed one (1) year. Leave may be granted if it does not have an unduly adverse impact on the service of the City, the purpose of the leave would be beneficial to the City, or it would meet some pressing and extreme need of the employee. Whenever granted, such leave requests shall be in writing and signed by the City Manager. Upon expiration of such a leave, the employee will be reinstated to the position held at the time leave was granted and said employee shall retain their seniority rights based on years of service earned prior to the leave of absence. Failure of the employee to report promptly at the expiration of the Leave of Absence, or within a reasonable time after notice to return to duty shall terminate their right to be reinstated. Unpaid Leaves of Absence shall not be taken during the first six (6) months of City employment.

Employee is fully responsible for all premiums of benefits while on approved leave.

K. Vacation:

Employees shall accrue vacation benefits annually in accordance with the following schedule and provisions:

Years of Service	Bi-Weekly Accrual Rate	Annual Accrual Rate	Max Accrual
0 - 3 Years	3.08	80	320
4 - 8 Years	4.62	120	400
9 - 12 Years	5.38	140	440
13 - 15 Years	6.15	160	480
16+ Years	7.69	200	560

~~For calendar year 2022, employees with years of service over three (3) years shall have the option of receiving an annual cash payment for up to eighty (80) hours of Vacation Leave provided an 80-hour balance vacation balance is maintained after cash out. Employee request for cash payment must be submitted to the Payroll Administrative Services Department no later than June 1st and cash payment shall be made at the end of the fiscal year.~~

~~Effective calendar year 2023, u~~Under the following conditions employees may make an irrevocable election to sell back to the City up to eighty (80) hours of accrued vacation leave per fiscal year at the employee's base rate of pay. ~~At the time of~~ To remain eligible for distribution, the following must be true:

- The employee is in good standing and meeting performance expectations on the last performance evaluation received.
- The employee must have taken a minimum of eighty (80) hours of vacation~~, holiday~~ and/or administrative leave in the preceding twelve (12) months.

- The employee must have a remaining balance of at least forty (40) hours following the sell back.

These criteria are evaluated at the end of the eleventh (11th) pay period of each calendar year.

Requests to sell back vacation leave must be received by ~~Payroll~~ Human Resources no later than December 31 of each year, for the following year's election and will be paid out prior to~~in~~ the last pay period of the fiscal year.

The City makes no representation as to the tax consequences of an employee cashing out accrued leave. It is the employee's sole responsibility to address the tax consequences of cashing out accrued leave.

~~Employees with years of service over three (3) years shall have the option of converting any Vacation Leave to cash (i.e., excess vacation). If vacation leave is converted to cash, employees shall receive a pro-rated portion of Vacation Leave deposited into their bi-weekly paychecks. The accrual rate change shall be effective upon the first pay period after City Council Ratification.~~

Employees shall be limited to accruing two times their maximum number of annual accrual rate plus 160 hours per year. Employees shall receive cash payment for all unused excess Vacation Leave at their current salary rate at the time of separation or upon the start of an extended leave from City employment.

SECTION 4.0 Retirement Benefits (CalPERS)

4.01 Classic Members

Consistent with its historical practice, the City pays the full share of the employee contributions to CalPERS and reports the payments as Employer Paid Member Contributions (EPMC) on behalf of the CalPERS classic members. For classic members receiving benefits based on the 2.5% at 55 formula, these payments are equal to 8% of the member employees' reportable income. For classic members receiving payments based on the 2% at 60 formula, these payments are equal to 7% of the member employees' reportable income.

2.5% at 55: Classic Members hired prior to November 24, 2010, are provided benefits under the CalPERS 2.5% at 55 retirement formula, with final compensation calculated based on the employee's highest earning year. Employee cost sharing will be 11%.

2% at 60: Employees hired on or after November 24, 2010, are provided benefits under the CalPERS 2% at 60 retirement formula. Final compensation for these employees will be calculated based on the highest three-year average. Employee cost sharing will be 10%.

4.02 New Members

CalPERS new members hired by the City on or after January 1, 2013, are provided pension benefits using a 2.0% at 62 formula. New members are responsible for contributing to CalPERS. Employee cost sharing will be 10%

Specific Features of PERS Benefits

Specific features of the PERS benefits applicable to all employees hired prior to January 1, 2011, include:

1. Indexed Level of the 1959 Survivor Benefit as provided in Section 21574.5
2. One-Year Fiscal Compensation as provided in Section 20042.
3. Post-Retirement Survivor Allowance as provided in Sections 21624, 21626 and 21628.
4. Benefits Payable to Surviving Spouse upon the death of an employee who qualified for retirement shall continue in full should the Spouse remarry as provided in Section 21551.
5. Continuation of Surviving Spouse-Benefits upon remarriage as provided in Section 21635.
6. Military Credit for time served in active military or merchant marine service prior to employment with the City as Public Service as provided in Section 21024, provided such cost of this enhancement be fully borne by the employee.
7. Sick Leave Credit as provided in Section 20965 for any unused sick leave days will be converted to service credit at the rate of 0.004 years of service for each day of sick leave provided there is less than 120 days between the member's separation date and retirement date.
8. Non-Industrial Disability pursuant to Section 21427, providing an annuity equal to 30% of final compensation with five years of service increasing 1% for each year in excess of five years to a maximum of 50% of final compensation.
9. One-time lump sum payout of $500 upon the death of a retiree paid to the retiree's survivor or retiree's estate pursuant to Section 21620.
10. COLA Adjustment of 2% beginning after the second calendar year after the year of retirement and each year thereafter provided the adjustment is not greater than the change in CPI-Section 21329
11. Two Years Additional Service Credit to employees who retire within a specified period provided in Government Code Section 20903
12. Members not covered by Social Security upon retirement shall receive a monthly allowance of $350, $700, or $840 depending on the number of eligible survivors as defined in Section21573.

SECTION 5.0 EDUCATIONAL REIMBURSEMENT

When a ~~management~~ bargaining unit employee voluntarily and with prior approval of the City Manager undertakes any education or training program that will improve their skills and abilities in relation to the job, the City will reimburse the employee upon successful completion of the course for the cost of the course or training to a maximum of three thousand dollars ($3,000) per

fiscal year, subject to an annual cap of nine thousand dollars ($9,000) per fiscal year on total educational reimbursements by the City for ~~management group employees~~bargaining unit members where the employee identifies the total cost of the course up front. Where the class is of unusual value and cannot be scheduled during the employee's off hours, the employee may be excused at no loss of pay. Employees may be reimbursed for more than one course per fiscal year or over the life of their employment with the City if total cost of all reimbursements does not exceed three thousand dollars ($3,000) per fiscal year. To qualify for reimbursement, employees shall submit written requests to the City Manager and requests shall be considered on a first come, first serve basis each fiscal year.

SECTION 6.0 INSURANCE COVERAGE

A. Health and Welfare Coverage:

1. The City shall contribute to the cafeteria plan up to Two Thousand Dollars ($2,000) per month toward the medical, dental and vision premiums for all bargaining unit members, regardless of the plan in which they are enrolled. This monthly contribution includes the City's basic employer contribution for health premiums under the Public Employees Medical and Hospital Care Act ("PEMHCA") which City Council Resolution No. 2279-02 set as the minimum required under PEMHCA. Employees shall pay premium costs exceeding this amount.

   Effective the first pay date of the month following City Council approval of this Agreement, the City shall increase its contribution to the cafeteria plan up to Two Thousand Two Hundred dollars ($2,200) per month for each bargaining unit member.

   Effective the first pay date of 2027, the City shall increase its contribution to the cafeteria plan up to Two Thousand Two Hundred Fifty dollars ($2,250) per month for each bargaining unit member.

~~1.~~2. Employees who are covered for medical benefits through a spouse's or other alternative medical insurance coverage may elect not to enroll in a City group medical plan and are not eligible for the City's contribution towards medical, dental and vision premiums as identified in Section 5.00(A)(1). Employees electing this option shall provide proof of medical coverage to the City.

   In lieu of payment of medical insurance premiums, the City will pay the employee who waives coverage, the amount of three hundred and fifty dollars ($350~~300~~) per month ~~or $138.46 per pay period~~. Employees may elect to receive this payment in cash, paid directly to the employee in their normal paycheck, or to have this amount deposited into the employee's 457(b) deferred compensation account. Approval for the cash payment/deferred compensation deposit is subject to acceptance of satisfactory certification of spousal or other alternative medical coverage by the Human Resources Director.

2.3. The City will contribute to PERS health insurance premiums, for retirees who were covered by an MOU between the City and ~~MEG~~ the Union at the time of their retirement and are enrolled in a PERS health plan, and for employees participating in the City's cafeteria plan described above, an amount equal to the City's basic employer contribution for health premiums which City Council Resolution No. 2279-02 set as the minimum required under PEMHCA.

~~Retirees may elect to continue coverage with the group medical and dental plans at retiree's cost.~~

3.4. The City agrees to advance the full cost of health premiums (medical, dental, vision, and LTD coverage) when an employee is on leave without pay for medical reasons. Amounts advanced shall be limited to three (3) months beyond any FMLA benefits and shall be due and payable to the City within six (6) months of return to work or upon termination. Retirees may elect to continue coverage with the group medical and dental plans at retiree's cost, if approved by CalPERS.

B. Life Insurance

The City shall provide life insurance coverage for ~~management personnel~~bargaining unit members as follows:

$100,000 for life insurance, and $100,000 for accidental death or dismemberment.

Supplemental life insurance is also available, the cost of which shall be borne by the employee.

C. Deferred Compensation Plan:

For the duration of this agreement, the City agrees to contribute one hundred dollars $100.00 per month ($46.15 per pay period) to a pre-tax 401(a) Deferred Compensation Plan.

All details of the Deferred Compensation Plan will be consistent with the requirements of the plan provider.

D. Disability Insurance:

Both Short-Term Disability (STD) and Long-Term Disability (LTD) Insurance programs are available through the Healthcare Cafeteria Plan. Participation in the Short-Term and Long-Term Disability Plans is not optional.

SECTION 7.0 CITY VEHICLES

Public Works Superintendent, Public Works Grounds Supervisor, and Public Works Streets Supervisor shall be provided a City vehicle for their business use.

SECTION 8.0 UNIFORMS

Public Works Superintendent(s) shall be provided with a uniform.

SECTION 9.0 WORK SCHEDULES

The City normally operates on a 9/80 work schedule with employees working eighty (80) hours over nine (9) consecutive business days, Monday through Friday. However, Department Heads, with the City Manager approval, shall structure the work schedules for all ~~management~~ bargaining unit employees in their department. In structuring schedules, the Department Head shall be governed by the priority to provide quality service to the community. In delivering these services Department Heads have the opportunity to consider flexible scheduling options. These scheduling opportunities shall remain solely at the City's discretion.

SECTION 10.0 SEPARATION

Upon separation from the City or upon the start of an extended leave from City employment (e.g., military duty, etc.), employees shall receive cash payment on a pro-rated basis for unused Administrative Leave and Holiday Hours. Said payment(s) shall be based upon the employee's accrued Administrative Leave and Holiday hours and base salary rate at the time of separation or upon the start of an extended leave from City employment.

At that time, employees shall also receive full cash payment for any unused accrued vacation leave. As with Administrative Leave and Holiday Hours, said payment shall be based upon the employee's base salary rate at time of separation. However, employees shall not receive cash payment for any unused accrued sick leave. All of the aforementioned separation payments, including additional monies owed from negotiated severance packages, shall be paid to employees within 14 calendar days after separation and shall normally be expensed against the Retirement Reserve Fund or any such reserve fund which shall be established in the future to cover these types of expenses.

SECTION 11.0 DURATION

This Memorandum of Understanding is effective January 1, 20252~~2~~ and shall continue in full force and effect through December 31, 20274~~4~~.

~~**For the City:**~~		~~**For MEG:**~~	
~~Lilybell Nakamura, Human Resources Director~~	~~Date~~	~~Mark Camfield~~	~~Date~~
~~Jeff Bailey, Union City Negotiator~~	~~Date~~	~~Lisa Bachman~~	~~Date~~

~~Derek Farmer~~ ~~Date~~

~~Gloria Ortega~~ ~~Date~~

~~**City of Union City and**~~
~~**Union City Management Employees**~~
~~**Side Letter of Agreement**~~

~~This Side Letter is by and between City of Union City Management Employees ("Group") and the City of Union City ("City") and will become effective as soon as administratively possible following agreement by the Group and adoption by the City.~~

~~City will meet and confer with MEG bargaining unit prior to adopting a remote work policy. The intent is to collaborate on policy language and implementation.~~

~~**City of Union City and**~~
~~**Union City Management Employees**~~
~~**Side Letter of Agreement**~~

~~This Side Letter is by and between City of Union City Management Employees ("Group") and the City of Union City ("City") and will become effective as soon as administratively possible following agreement by the Group and adoption by the City.~~

~~The City will implement and make available to Group members, a Retiree Health Savings Plan (RHS) that does not incur any cost to the City within six (6) months of ratification of this agreement.~~

City of Union City and
Union City Management Employees
Side Letter of Agreement

This side letter refers specifically to the MOU requirement for the City to complete a comprehensive, timely and accurate compensation survey for MEG employee classifications. This Side Letter is by and between City of Union City Management Employees ("Group") and the City of Union City ("City") and will become effective as soon as administratively possible following agreement by the Group and adoption by the City.

Pursuant to the Strategic Plan adopted by the City in FY 2020-21, the City recognizes its commitment to employees and has taken steps to engage a third-party consultant for the purposes of conducting a total compensation and benefits study for all city classifications City will meet and confer with Group before and during Citywide salary survey process.

The City will initiate the RFP process to retain consultant services for these purposes and will direct the consultant once retained to complete the survey as soon as practicable. The City strategic plan states that this survey will take place during calendar year 2022. Failure to complete the survey by end of calendar year 2022 shall give Group the option to re-open negotiations for the purpose of aligning salaries with comparable cities for the duration of this contract.

Pursuant to this Side Letter Agreement, the Group and the City agree to reopen negotiations regarding the selection of comparable cities, comparable job descriptions and comparable job duties for the sole purpose of meeting and conferring over potential equity adjustment increases based on the results of the completed total compensation and benefits survey.

All other provisions of Section 2.0 Compensation shall remain in place as this side letter refers specifically to the Citywide Strategic Plan Survey of 2022.

City of Union City

Classification and Compensation Plan
FY 2025-2026
Effective: August 18, 2025

Amendment #1: August 12, 2025 - Resolution No. 2025-XXX
Amendment #2: August 12, 2025 - Resolution No. 2025-XXX

City of Union City - Classification and Compensation Plan

Bargaining Unit	Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
FULL-TIME (*monthly rates shown*)									
City Council	10010	Mayor	2,937						
City Council	10020	Council Member	2,125						
City Manager	20010	City Manager	29,406						
UNREPRESENTED			**Min.**	←	***Range***	→	**Max.**		
Dept. Heads	20020	Deputy City Manager	17,902				21,472		
Dept. Heads	20470	Community & Recreation Services Director	17,457				20,930		
Dept. Heads	20515	Economic & Community Development Director	17,457				20,930		
Dept. Heads	20275	Finance Director	17,457				20,930		
Dept. Heads	20280	Human Resources Director	17,457				20,930		
Dept. Heads	20290	Information Technology Director	17,457				20,930		
Dept. Heads	40010	Police Chief	25,624	26,649	27,715	28,824	29,977		
Dept. Heads	20710	Public Works Director	17,786				21,332		
Unrep'd. Mgmt.	20030	City Clerk	12,515	13,088	13,691	14,323	14,988		
Unrep'd. Mgmt.	21410	Deputy Police Chief	22,307	23,353	24,452	25,602	26,817		
Unrep'd. Mgmt.	20145	Human Resources Analyst I	8,473	8,845	9,236	9,647	10,078		
Unrep'd. Mgmt.	20180	Human Resources Manager	13,231	13,840	14,476	15,147	15,850		
Unrep'd. Mgmt.	20930	Supervising Construction Inspector	10,745	11,232	11,745	12,282	12,846		
Unrep'd. Non-Mgmt.	21010	Administrative Specialist - Confidential	7,238	7,602	7,982	8,382	8,802		
Unrep'd. Non-Mgmt.	30800	Human Resources Technician	7,633	8,016	8,407	8,837	9,274		
OPERATING ENGINEERS LOCAL 3, MANAGEMENT EMPLOYEES GROUP (OE3-MEG)									
Management	**20360**	**Accounting Manager**	**12,846**	**13,438**	**14,055**	**14,706**	**15,388**		
Management	**20590**	**Chief Building Official/Senior Plans Examiner**	**14,780**	**15,459**	**16,177**	**16,925**	**17,716**		
Management	**20810**	**City Engineer**	**16,604**	**17,379**	**18,191**	**19,042**	**19,938**		
Management	**20505**	**Clinical Supervisor**	**9,870**	**10,307**	**10,765**	**11,246**	**11,751**		
Management	**20450**	**Community & Recreation Services Manager**	**12,956**	**13,551**	**14,178**	**14,834**	**15,525**		
Management	**20508**	**Community Services Manager**	**12,956**	**13,551**	**14,178**	**14,834**	**15,525**		
Management	**20800**	**Cyber Security Manager**	**13,319**	**13,919**	**14,547**	**15,194**	**15,887**		
Management	**20630**	**Economic Development Manager**	**12,921**	**13,558**	**14,197**	**14,827**	**15,465**		
Management	**20600**	**Environmental Program Manager**	**13,286**	**13,900**	**14,541**	**15,216**	**15,925**		
Management	**20911**	**Fleet Supervisor**	**11,527**	**12,053**	**12,602**	**13,181**	**13,787**		
Management	**20540**	**Housing & Community Development Manager**	**13,176**	**13,784**	**14,420**	**15,088**	**15,790**		
Management	**20500**	**Intervention Counselor I**	**7,789**	**8,128**	**8,480**	**8,854**	**9,242**		
Management	**20090**	**Management Analyst II**	**10,562**	**11,040**	**11,540**	**12,063**	**12,614**		
Management	**20100**	**Management Analyst III**	**12,846**	**13,438**	**14,055**	**14,706**	**15,388**		
Management	**20560**	**Planning Manager**	**14,076**	**14,723**	**15,406**	**16,120**	**16,872**		
Management	**20860**	**Principal Civil Engineer**	**13,763**	**14,399**	**15,067**	**15,770**	**16,504**		
Management	**20920**	**Public Works Grounds Supervisor**	**11,527**	**12,053**	**12,602**	**13,181**	**13,787**		
Management	**20910**	**Public Works Streets Supervisor**	**11,527**	**12,053**	**12,602**	**13,181**	**13,787**		
Management	**20730**	**Public Works Superintendent**	**13,397**	**14,013**	**14,664**	**15,343**	**16,060**		
Management	**20700**	**Recycling & Solid Waste Program Manager**	**11,968**	**12,516**	**13,092**	**13,696**	**14,330**		
Management	**20370**	**Revenue Collections Manager**	**12,846**	**13,438**	**14,055**	**14,706**	**15,388**		
Management	**20912**	**Transit Manager**	**12,956**	**13,551**	**14,178**	**14,834**	**15,525**		

Bargaining Unit	Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
POLICE MANAGEMENT ASSOCIATION (PMA)									
Police Mgmt.	40020	Police Captain	20,254	21,208	22,209	23,260	24,365		
Police Mgmt.	40040	Police Lieutenant	17,170	18,011	18,894	19,830	20,812		
POLICE OFFICERS' ASSOCIATION (POA)									
UCPOA	40095	Community Resources Coordinator	6,744	7,082	7,437	7,807	8,197		
UCPOA	40090	Community Service Aide	6,654	6,950	7,262	7,591	7,937		
UCPOA	40240	Confidential Operations Assistant	7,742	8,130	8,536	8,962	9,411		
UCPOA	40080	Crime Analyst	9,450	9,922	10,417	10,940	11,486		
UCPOA	40241	Executive Assistant to the Police Chief	7,742	8,130	8,536	8,962	9,411		
UCPOA	40063	Personnel and Training Supervisor	7,772	8,161	8,569	8,998	9,450		
UCPOA	40230	Police Department Office Coordinator	6,697	7,034	7,384	7,754	8,143		
UCPOA	40140	Police Office Assistant	6,104	6,410	6,730	7,067	7,420		
UCPOA	40050	Police Officer	9,869	10,325	10,791	11,251	11,817	12,408	13,028
UCPOA	40150	Police Officer Recruit I	7,908						
UCPOA	40160	Police Officer Recruit II	9,436						
UCPOA	40060	Police Records Supervisor	7,772	8,161	8,569	8,998	9,450		
UCPOA	40030	Police Sergeant	13,338	13,937	14,556	15,284	16,048		
UCPOA	40100	Property & Evidence Specialist	6,654	6,950	7,262	7,591	7,937		
UCPOA	40065	Property & Evidence Supervisor	7,772	8,161	8,569	8,998	9,450		
UCPOA	40180	Public Services Officer II	7,100	7,456	7,829	8,218	8,630		
PD UNREPRESENTED PART-TIME (hourly rates shown)									
Unrep. Police PT	60120	Police Cadet	17.44	18.32	19.23				
Unrep. Police PT	60150	Police Officer Trainee	50.38						
OPERATING ENGINEERS LOCAL 3, PROFESSIONAL EMPLOYEES GROUP (OE3-PEG)									
Professionals	30060	Accountant	8,658	9,089	9,534	10,021	10,518		
Professionals	30250	Assistant Planner	7,699	8,083	8,484	8,910	9,355		
Professionals	30230	Associate Planner	8,958	9,404	9,872	10,368	10,883		
Professionals	30053	Building Code Compliance Coordinator	11,575	12,179	12,786	13,389	13,993		
Professionals	30090	Case Manager	6,853	7,195	7,554	7,933	8,330		
Professionals	30600	Economic Development Coordinator	10,386	10,910	11,398	11,922	12,448		
Professionals	30275	Emergency Services Coordinator	9,528	10,004	10,496	11,022	11,574		
Professionals	30150	Engineer I (Civil)	8,493	8,912	9,361	9,831	10,321		
Professionals	30130	Engineer II (Civil)	9,433	9,904	10,387	10,916	11,457		
Professionals	30120	Engineer III (Civil)	10,784	11,322	11,881	12,476	13,100		
Professionals	30040	Environmental Programs Inspector	10,310	10,853	11,422	12,022	12,657		
Professionals	30095	Homeless Program Coordinator/Case Manager	6,683	7,040	7,398	7,756	8,154		
Professionals	30080	Intervention Counselor	7,205	7,566	7,945	8,343	8,760		
Professionals	30185	Lead Construction Inspector	10,388	10,890	11,353	11,894	12,435		
Professionals	30066	Lead Payroll Technician	8,534	8,920	9,384	9,847	10,388		
Professionals	30100	Recreation Supervisor	8,550	8,978	9,426	9,897	10,391		
Professionals	30020	Senior Accountant	10,010	10,520	11,045	11,592	12,164		
Professionals	30055	Senior Building/Code Compliance Inspector	10,310	10,853	11,422	12,022	12,657		
Professionals	30210	Senior Planner	10,354	10,898	11,474	12,075	12,710		
Professionals	30400	Senior Recreation Supervisor	10,040	10,530	11,043	11,583	12,147		
Professionals	30260	Senior Systems Analyst	11,575	12,179	12,786	13,389	13,993		
Professionals	30320	Sustainability Analyst II	8,884	9,327	9,795	10,284	10,797		
Professionals	30265	Systems Analyst	11,100	11,656	12,239	12,850	13,493		
Professionals	30501	Transit Planner - Assistant	7,393	7,762	8,146	8,556	8,984		
Professionals	30502	Transit Planner - Associate	8,853	9,293	9,756	10,246	10,753		
Professionals	30270	Web and Database Administrator	10,591	11,121	11,677	12,261	12,874		

City of Union City - Classification and Compensation Plan

Bargaining Unit	Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU)									
SEIU 1021	50520	Administrative Assistant I	6,125	6,407	6,701	7,015	7,336		
SEIU 1021	50525	Administrative Assistant II	6,701	7,015	7,336	7,678	8,033		
SEIU 1021	50530	Administrative Assistant III	7,336	7,678	8,033	8,410	8,805		
SEIU 1021	50290	Building/Code Compliance Inspector	8,838	9,248	9,672	10,115	10,577		
SEIU 1021	50255	Building Permit Technician	7,014	7,366	7,721	8,077	8,430		
SEIU 1021	50251	Building Permit Technician II	7,626	7,996	8,386	8,795	9,224		
SEIU 1021	50256	Community Development Technician	6,874	7,220	7,568	7,917	8,261		
SEIU 1021	50351	Facility Maintenance Worker	6,937	7,249	7,577	7,925	8,282		
SEIU 1021	50100	Finance Specialist III	6,723	7,047	7,379	7,731	8,102		
SEIU 1021	50539	Homeless Program Outreach Worker	4,923	5,170	5,428	5,700	5,985		
SEIU 1021	50332	Lead Facilities Maintenance Worker	8,130	8,501	8,891	9,286	9,718		
SEIU 1021	50361	Leisure Services Maintenance Worker	5,773	6,062	6,365	6,683	7,018		
SEIU 1021	50360	Maintenance I - Parks & Grounds	6,294	6,592	6,899	7,222	7,565		
SEIU 1021	50330	Maintenance I - Streets	6,537	6,846	7,166	7,502	7,857		
SEIU 1021	50342	Maintenance II - Parks & Grounds	7,631	7,991	8,363	8,758	9,171		
SEIU 1021	50320	Maintenance II - Streets	7,492	7,845	8,209	8,596	9,003		
SEIU 1021	50325	Maintenance Trainee - Parks & Grounds	5,394	5,644	5,909	6,182	6,470		
SEIU 1021	50350	Maintenance Trainee - Streets	5,335	5,583	5,845	6,114	6,400		
SEIU 1021	50200	Neighborhood Preservation Inspector	8,140	8,518	8,908	9,317	9,742		
SEIU 1021	50500	Office Specialist I	5,071	5,303	5,538	5,785	6,047		
SEIU 1021	50505	Office Specialist II	5,523	5,770	6,033	6,308	6,593		
SEIU 1021	50510	Office Specialist III	6,028	6,303	6,587	6,891	7,206		
SEIU 1021	50560	Preschool Site Supervisor II	4,820	5,062	5,316	5,581	5,860		
SEIU 1021	50291	Public Works Inspector	8,552	9,033	9,470	9,927	10,406		
SEIU 1021	50370	Public Works Maintenance II	6,893	7,217	7,553	7,910	8,283		
SEIU 1021	50110	Recreation Administrative Technician	7,533	7,910	8,305	8,721	9,157		
SEIU 1021	50160	Recreation Program Coordinator	6,946	7,285	7,644	8,022	8,415		
SEIU 1021	50380	Special Projects Coordinator	6,413	6,716	7,029	7,358	7,707		
SEIU 1021	50538	Street Outreach Worker	4,923	5,170	5,428	5,700	5,985		
SEIU 1021	50341	Street Sweeper Operator	6,973	7,288	7,617	7,967	8,326		
SEIU 1021	50405	Technical Support Specialist II	7,258	7,630	8,001	8,372	8,703		
SEIU 1021	50517	Transit Coordinator	8,174	8,556	8,993	9,372	9,812		
SEIU 1021	50321	Vehicle Heavy Equipment Mechanic	7,481	7,819	8,177	8,547	8,943		
SEIU 1021	50326	Vehicle Equipment Technician	6,673	7,005	7,357	7,724	8,110		
SEIU 1021	50536	Youth Employment Coordinator	6,659	6,993	7,343	7,710	8,096		
SEIU 1021	50537	Youth Services Specialist	6,705	7,042	7,394	7,763	8,151		
SEIU REPRESENTED PART-TIME (hourly rates shown)									
SEIU 1021 PT	50373	Facilities Maintenance Attendant (PT)	30.08	31.58	33.16	34.82	36.57		
SEIU 1021 PT	50533	Community and Recreation Program Specialist	23.63	24.79	26.04	27.32	28.67		
SEIU 1021 PT	50505	Office Specialist II (PT)	31.87	33.29	34.81	36.39	38.03		
SEIU 1021 PT	50510	Office Specialist III (PT)	34.78	36.36	38.00	39.76	41.57		
SEIU 1021 PT	50561	Preschool Site Supervisor I (PT)	22.55	23.66	24.85	26.09	27.39		
SEIU 1021 PT	50532	Program Coordinator (PT)	40.07	42.03	44.10	46.28	48.55		
UNREPRESENTED PART-TIME (hourly rates shown)									
Unrep. Gen. PT	60069	CRS Program Manager (PT)	21.21	22.28	23.39	24.56	25.79		
Unrep. Gen. PT	60100	Preschool Aide (PT)	16.50	17.33					
Unrep. Gen. PT	60090	Preschool Teacher (PT)	18.86	19.80	20.79	21.83	22.92		
Unrep. Gen. PT	60072	Program Coordinator (PT)	24.75	25.99	27.29	28.65	30.08		
Unrep. Gen. PT	60232	Recreation Aide (PT)	16.50	17.33					
Unrep. Gen. PT	60233	Recreation Leader (PT)	17.68	18.56	19.49	20.47	21.49		
Unrep. Gen. PT	60300	Seasonal Maintenance Worker (PT)	23.57						
Unrep. Gen. PT	60234	Senior Recreation Leader (PT)	18.86	19.80	20.79	21.83	22.92		
Unrep. Gen. PT	60600	Intern (PT)	16.50				60.11		
Unrep. Gen. PT	60570	Project Specialist (PT)	16.50				123.49		
Unrep. Gen. PT	60400	Retired Annuitant (PT)	16.50				141.59		

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: **ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH MARK THOMAS & COMPANY, INC., IN THE AMOUNT OF $2,988,000, FOR A TOTAL CONTRACT AMOUNT OF $7,989,191, FOR THE FINAL DESIGN OF PHASE (SEGMENT) 2 FOR THE QUARRY LAKES PARKWAY (EAST WEST CONNECTOR) PROJECT, CITY PROJECT NO. 18-04**

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute the Fourth Amendment to the Consulting Services Agreement with Mark Thomas & Company, Inc., in the amount of $2,988,000, for a total contract amount of $7,989,191, for the final design of Phase (Segment) 2 of the Quarry Lakes Parkway (East West Connector) Project, City Project No.18-04.

STRATEGIC PLAN ALIGNMENT

This agenda item is aligned with the following:

Goal C, Strategy 2: Economic, Community Development, and Public Safety - Facilitate the build out of the greater Station District Area through the construction of the Quarry Lakes Parkway, completion of the pedestrian rail crossing, and implementing the recommendations of the Southern Alameda County Regional Rail Integration Study to make the Station District a passenger rail hub served by ACE.

BACKGROUND

The Quarry Lakes Parkway project was previously known as the East West Connector roadway, which traversed Fremont and Union City from Mission Boulevard to Interstate 880 (I-880) and was sponsored by the Alameda County Transportation Commission (Alameda CTC). On March 22, 2018, the Alameda CTC approved the request from the City of Union City to be the project sponsor of the former East West Connector Project and identified the following tasks for the City to complete:

1. Complete the final design of the current 2011 roadway design plans
2. Prepare a traffic study update
3. Determine if an update, amendment or addendum is required for the approved 2009 East West Connector EIR
4. Coordinate with transit agencies (BART, Alameda County Transit (AC Transit), Dumbarton Express & Union City Transit), adjacent cities, and pedestrian and bicycle advocacy groups to ensure the design meets the needs of those interests in terms of connectivity, safety and related concerns
5. Execute project (design review) agreements with BART and Union Pacific for the grade separations at BART, Oakland Subdivision and Niles Subdivision
6. Update the overall project cost estimate
7. Report back to the Commission upon completion of this work

Union City became the Project Sponsor, responsible for the design, right-of-way certification and construction of the project. To manage the

project more easily, it was also broken into segments, or phases. Phases 1-4 are in Union City and extend from Mission Boulevard to Old Alameda Creek. Phase 5 extends from Old Alameda Creek to Paseo Padre Parkway, crossing both Union City and Fremont. The portion of the project known as Decoto Complete Streets is solely within Fremont and is managed by Fremont. Union City and Fremont are now working together to implement each portion of the project that is in their respective cities.

As the first step in meeting the tasks outlined by Alameda CTC, in August 2018, the City Council adopted Resolution No. 5374-18, which authorized the City Manager to execute the **East West Connector Project Funding Agreement (PFA) No. A18-0046**, in the amount of $2.5 million**,** with Alameda CTC. The $2.5 million would be used to update the cost estimate and complete the other tasks.

Once Union City assumed the project, the City Council adopted Resolution No. 5444-19, which authorized renaming the I-880 to Mission Boulevard/East West Connector Project to the Quarry Lakes Parkway (QLP) Project. This was done to reflect the roadways updated purpose as a local, multimodal corridor.

Union City continued to work on the tasks requested by Alameda CTC at the previously mentioned March 2018 Alameda CTC meeting, and on November 19, 2020, City staff, in partnership with Alameda CTC staff, presented a detailed progress report to Alameda CTC. Staff conveyed how each of the tasks had been completed, except for finalizing the East West Connector plans. The outdated 2011 East West Connector plans that the City needed to complete did not meet current design standards for bicyclists and pedestrians, nor did the plans meet the most recent design and engineering criteria for roadway design, seismic structures, railroad design and other project elements. Extensive redesign and engineering analysis would be needed to bring the plans up to date.

As a result of the presentation in November 2020, and based on Alameda CTC staff recommendations, Alameda CTC adopted Resolution No. 20-013 to allow the East West Connector/Quarry Lakes Parkway Project to move forward with the following funding parameters:

1. Commit the remaining balance of 1986 Measure B funding for the East West Connector (I-880 to Mission Blvd) Project to the Quarry Lakes Parkway Project ($69.0 million) sponsored by Union City and acknowledging that the commitment fulfills the 1986 Measure B funds from the 1986 Transportation Expenditure Plan
2. Allocate **$4.2 million** of 1986 Measure B funds to complete the Final Design of **Phase 1** (7th Street Connection) and **Phase 2** (Gateway Connection)
3. Allocate **$17.8 million** of 1986 Measure B funds to complete the Final Design of **Phase 3** (11th Street Connection) and **Phase 4** (Grade Separations & Alvarado-Niles Connection) *with the condition that full funding for all phases of the segment will be identified in the funding agreement*
4. Authorize the Executive Director to execute appropriate funding agreements with Union City for the design of Phases 1, 2, 3 and 4 of the Quarry Lakes Parkway Project up to the amount allocated in the design phases for each segment

With this input from Alameda CTC, the City has continued to move the project ahead. On October 12, 2021, the City Council adopted Resolution No. 5841-21, accepting the **$4.2 million** grant from Alameda CTC's PFA No. A22-0053 and authorizing the use of those funds for Final Design Services of **Phases 1** and **2** for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04 (this is the second Project Funding Agreement. The first Project Funding Agreement awarded $2.5 million for the **2018 East West Connector**, as described above).

On January 11, 2022, the City Council adopted Resolution No. 5878-22, authorizing the City Manager to execute a Consultant Services Agreement, C5833, with Mark Thomas & Company, Inc. (Mark Thomas) for the Preliminary Engineering (30% Final Design) of **Phases 1** and **2** for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04, in the amount of $1,200,000, funded from the $4.2 million Alameda CTC grant.

The Preliminary Design effort was focused on the conditions of Alameda CTC Resolution No. 20-013, including: 1) redesigning the Quarry Lakes Parkway to meet NACTO and Caltrans Complete Streets Policies; 2) employing design features for future transit; 3) holding quarterly public meetings to update the bicycle, pedestrian and transit advocates through the City's Bicycle and Pedestrian Advisory Committee (BPAC) and the City Council meetings for public input and comments; and, 4) convening meetings with the City of Fremont and AC Transit for the potential design of a transit priority lane along Decoto Road, between Dumbarton Bridge and Mission Boulevard.

Union City has led the effort to develop a full funding plan for implementation of Quarry Lakes Parkway, Phases 1-4, and submitted all funding documentation to Alameda CTC staff for their records. This includes all City Council approval actions for: 1) Measure 2014 TEP 21, Dumbarton Corridor Funds of $40 million; 2) TEP 22, Intermodal Station funds of $72.0 million; and, 3) the California Transportation Commission (CTC) approval action for the LATIP funds of $41.8 million, as noted above.

Since the City has assumed the project, the storm drain system has been reevaluated to reduce costs, improve creek restoration, and conserve land; however, the Line M overflow pipe system from the Line M channel to Old Alameda Creek is still required. To prepare an updated cost estimate for Phases 1-4 as requested by Alameda CTC, and to secure project permits from the regulatory agencies for wetland mitigation, stream alteration permits and storm water treatment, additional engineering and design is required for Phases 3 and 4. Additionally, the portions of the Line M overflow pipe system, the outfall structure into the Old Alameda Creek, and the entire roadway storm water treatment basin must be constructed in Phase 2, one of the first phases of the QLP project. Therefore, design of Phases 3 and 4 were needed to be understood to

ensure that:

- Updated project cost estimates can be prepared and would incorporate updated seismic standards
- The City has adequate information to proceed with permit applications to the regulatory agencies for the entire QLP project
- Portions of the Line M overflow pipe system, outfall structure, and stormwater systems can be constructed as part of Phase 2

On November 22, 2022, City Council adopted Resolution No. 6045-22, authorizing the City Manager to execute Amendment No. 1 to the Consulting Services Agreement, C5833b, with Mark Thomas & Company, Inc., for the Final Design of Phases (Segments) 1 and 2 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04, in the amount of $3,000,000, for a total contract amount of $4,200,000, from the 2022 Alameda CTC Project Funding Agreement No. A22-0053 grant.

At the same meeting, City Council adopted Resolution No. 6046-22, authorizing the City Manager to execute a Consulting Services Agreement, C5933, with Mark Thomas & Company, Inc., for the Preliminary Engineering (30% Final Design) of Phases (Segments) 3 and 4 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04, in the amount of $2,087,600, from the balance of the 2018 Alameda CTC Project Funding Agreement No. A18-0046, and appropriating $208,760 from the unused balance of SB-1 Funds.

DISCUSSION

On December 21, 2022, Mark Thomas completed the Preliminary Design (35% Plans) of the combined Quarry Lakes Parkway, Phases 1 and 2, including Preliminary Engineering Reports (Drainage, Geotechnical Design, Hazardous Materials, Stormwater Management, Pump Station Memo, and Lighting and Landscape Concept) and submitted them to outside agencies and utilities for their review and comments.

The Preliminary Design of the Quarry Lakes Parkway, Phases 3 and 4 (Grade Separation Underpass Structures) Plans and Cost Estimate have been updated to meet the latest structure and seismic design criteria required by Caltrans, Union Pacific and BART and in July 2023, Mark Thomas submitted the 35% Plans to the City, Union Pacific and BART for their review and comments. Since the Union Pacific Railroad Public Projects Manual, dated July 30, 2021, Section 5, Grade Separations Projects no longer allow Underpass Structures, Mark Thomas prepared a UPRR Design Variance Request Report explaining and justifying the planned Underpass Grade Separation Structures at Oakland Subdivision (Phase 4) and the Niles Subdivision (Phase 3) and submitted it to Union Pacific Railroad for their review, receiving their conditional concurrence in September 2023.

On August 29, 2023, Union City staff, along with Mark Thomas and their subconsultants (Project Consultant Team) met with Alameda CTC staff to provide a project update for Quarry Lakes Parkway, Phases 1-4, including the Complete Streets design, the engineering design reports updates (Drainage, Hydromodification and Mitigation), the Resources Agencies permit process, and revised cost estimates.

In February 2024, based on the updated plans for Quarry Lakes Parkway, Phases 1-4, Union City staff and the Project Consultant Team submitted updated draft Cost Estimates to Alameda CTC for their initial review.

Quarry Lakes Parkway, Phases 1-4 Cost Estimates have increased from East West Connector cost estimates because the previous project plans from 2011 were outdated and the project component costs did not include an approved stormwater management design (roadway drainage, water quality treatment, hydromodification and Line M overflow system), the proposed Line M Flood Control Channel realignment design (channel section and layout), and environmental mitigation strategies required by Alameda County Water District, Alameda County Flood Control District, San Francisco Regional Water Quality Control Board, and other regulatory agencies.

In addition, the modernized Quarry Lakes Parkway, Phases 1-4 design has contributed to the increase in the cost estimates because:

1. The roadway geometrics, street sections and profile have been re-designed and updated to meet Caltrans' Complete Streets design guidelines and multimodal policies, including a separate Class I multi-use trail, buffered on-street bike lanes, protected intersections, future far-side transit stops, and enhanced street lighting for all modes. The designs and project updates have been presented at the Union City BPAC meetings and other interested parties, and bike advocates have been invited for public comment and project input
2. The underpass structures, retaining walls, and concrete slab protection over the existing aquifer have been re-designed to meet current structural and seismic design criteria along with BART and Union Pacific design requirements

Alameda CTC staff prepared letters and emails to Union City staff in 2024 requesting additional information and details on the revised cost estimates with discussion on usable segments and allowable costs of various scope elements. The Project Consultant Team and City staff have provided the requested information through letters, emails and meetings.

In September 2024, the Project Consultant Team completed the 65% Plans, Specifications and Estimates (PS&E) of Quarry Lakes Parkway, Phase 2 (Gateway Connection) and submitted it to Alameda CTC for review. In addition, the Consultant repackaged the 35% PS&E of Quarry Lakes Parkway, Phase 1 (7th Street Connection) and submitted the package to Alameda CTC for review. This submittal also included a revised Cost Estimate for Quarry Lakes Parkway, Phases 1-4.

On October 24, 2024, a meeting was held with Alameda CTC and Union City staff to discuss the design status and the complexity of Quarry Lakes Parkway, Phases 1-4, along with a summary of the key design components. Components include the completed 35% Plans of Quarry Lakes Parkway, Phase 1 (7th Street Connection), the 65% Plans of Quarry Lakes Parkway, Phase 2 (Gateway Connection), and the Preliminary Engineering (30% Design) of Quarry Lakes Parkway, Phase 3 (11th Street Connection) and Phase 4 (Alvarado-Niles Road Connection). The status of the current project funding agreements was discussed, including the remaining grant funds and milestone schedules and that Alameda CTC is committed to supporting project delivery of usable segments. Alameda CTC reiterated the need for a complete 65% design and matching cost estimates to enable their staff to complete the required due diligence related to review of the project scope elements, cost estimates, and reasonableness of the funding plan.

At the same meeting, the City detailed the complexity of the environmental mitigation requirement and stated that the resource agencies led by Regional Water Quality Control Board, are requiring mitigation implementation of Quarry Lakes Parkway Phases (Segments) 1-4 before construction can begin on Phases (Segments) 1 and 2. The City explained that as part of the mitigation the importance of constructing the "gravity flowing" Line M overflow pipe in Segment 1, collecting stormwater from the impacted wetlands (2c Basin and the Line M Detention Basin), and draining into Old Alameda Creek in Phase (Segment) 2.

On December 5, 2024, the Alameda CTC Commission approved Amendment No. 2 to the Project Funding Agreement No. A22-0053 for Phases (Segments) 1 and 2 of the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04, increasing the grant funding by $801,191 to complete QLP Phase 1 65% PS&E and extending the expiration date to December 31, 2026, for a total PFA amount of $5,001,191 (see Exhibit A). The increase of $801,191 to Alameda CTC Quarry Lakes Parkway (East West Connector) PFA No. A22-0053 is from the remaining balance of 2018 Alameda CTC East West Connector PFA No. A18-0046, which expired on June 30, 2024.

The design of 65% Plans of Quarry Lakes Parkway, Phase 1 (7th Street Connection), was delayed because of required coordination and approval by Alameda County Flood Control of the section and layout of the Line M Flood Control Channel realignment, and to better understand the impacts to the Corp Yard site. The updated 65% Plans with the matching cost estimate will be completed by the Consultant Team and submitted by June 2025 to Alameda CTC to enable their staff to complete the required due diligence related to review of the project scope elements, cost estimates, and reasonableness of the funding plan. Alameda CTC anticipates reporting back to the Commission in September 2025 for approval of a future amendment with additional design budget to complete Final Design (100% PS&E) for Quarry Lakes Parkway, Phase 1.

On January 14, 2025, the City Council adopted Resolution No. 2025-006, authorizing the City Manager to execute Amendment No. 2 of the Alameda County Transportation Commission (Alameda CTC) Project Funding Agreement No. A22-0053, to accept an additional $801,191, for a total PFA amount of $5,001,191, for Final Design of Phases (Segments) 1 and 2 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04.

On February 11, 2025, the City Council adopted Resolution No. 2025-021, authorizing the City Manager to execute the Third Amendment to the Consulting Service Agreement with Mark Thomas & Company, Inc. in the amount of $801,191, for Final Design of Phases (Segments) 1 and 2 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04, for a total contract amount of $5,001,191.

The Third Amendment to the Consulting Services Agreement with Mark Thomas & Company, Inc., allowed the Consultant to complete the 65% Plans and Engineers Estimate for Phase 1 of Quarry Lakes Parkway by refining the engineering design of the Line M Flood Control Channel realignment, the 7th Street geometrics, with coordination with Alameda County Flood Control District. The work also included the coordination with Regional Water Quality Control Board on behalf of the resources agencies for the environmental mitigation permit approval of the Quarry Lakes Parkway, Phases (Segments) 1-4 before construction of Quarry Lakes Parkway, Phases (Segments) 1 and 2 along with design of the "gravity flowing" Line M overflow pipe in Phase (Segment) 1, collecting stormwater from the impacted wetlands (2c Basin and Line M Detention Basin) and draining into Old Alameda Creek in Phase (Segment) 2.

On April 30, 2025, the Consultant completed the 65% Plans, Specifications and Estimate (PS&E) of Quarry Lakes Parkway, Phase 1 and submitted to the City and Alameda CTC, Alameda County Flood Control District, Alameda County Water District, Union Sanitary District, PG&E and other utilities, and to Caltrans for their review and written comments.

On May 22, 2025, the Alameda CTC Commission approved the 2026 Comprehensive Investment Plan, which authorizes the Commission to approve the following:

1. Approve the 2026 Comprehensive Investment Plan (CIP), which incorporates:
    - $60.16 million in new programming and allocation recommendations consisting of Measure B (MB), Measure BB (MBB), Vehicle License Fee (VLF) and Transportation Fund for the Clean Air (TFCA) funds,
    - $32.09 million in previously approved programming actions occurring after the 2024 CIP Update was approved on May 23, 2024, and
    - Technical adjustments to previously approved CIP funds, including $5.59 million in new allocations of previously programmed funds.
2. Authorize the Executive Director or designee to execute Project Funding Agreements (PFAs) for funding awarded and allocated through the 2026 CIP

As stated in Exhibit A, 2026 Comprehensive Investment Plan, the report identifies new programming and allocation recommendation to advance delivery of projects and to actively leverage significant outside funding in the amount of $9.87 million, three (3) Alameda CTC-sponsored projects and Quarry Lakes Parkway were included (description for Quarry Lakes Parkway below):

"Quarry Lakes Parkway (QLP), Union City ($3.995 million, 1986 MB, for QLP, "Segment 2" Project). The QLP project is the last of the project from the 1986 Measure B Transportation Expenditure Plan (1986 MB TEP) with remaining allocated funds. In March 2018, the Commission approved the transfer of the project sponsorship for the I-880 to Mission Boulevard East West Connector Project from Alameda CTC to the City of Union City. The project funding at the time included approximately $89 million of 1986 Measure B funds with $69 million remaining for future expenditure. The $3.995 million recommendation is for the design phase of the QLP, Segment 2 project and is conditioned as follows:

- *Commission policy as reflected in the current CIP allows for risk management strategies such as initial usable segments to address risks to full project implementation, including significant funding shortfalls. As applied to this recommendation, the Initial Usable Segment strategy is intended to allow for currently available funding to be put to use to provide some portion of the intended benefits of the overall, underfunded project while minimizing the amount of funding expended at risk on a project with a significant funding shortfall or other impediments to the implementation of the full project. The benefits of the Initial Usable Segment must be independent of the need to construct future segments of the overall project.*
- *The current staff recommendation is made with the understanding that the City needs to develop the design to a level of detail that identifies and supports the delivery of an Initial Usable Segment that is eligible for the 1986 MB funds. The expected deliverable for the recommended allocation for the design phase of Segment 2 is a set of construction-ready plans, specifications and estimates for the Initial Usable Segment."*

Next Steps
On June 24, 2025, the City Council adopted Resolution No. 2025-087, authorizing the City Manager to execute Amendment No. 3 of the Alameda County Transportation Commission (Alameda CTC) Project Funding Agreement No. A22-0053, to accept an additional $3,995,000, for a total PFA amount of $8,996,191, for Final Design of Phases (Segments) 1 and 2 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04.
These additional 1986 Measure B funds will provide the Consultant, Mark Thomas & Company, Inc., additional budget (Fourth Amendment) in the amount of $2,988,000 to complete the Final Plans, Specifications and Estimate (PS&E) for Quarry Lakes Parkway Phase 2; $250,000 for Construction Management firm to review the Final PS&E for constructability before advertisement; and the remaining budget of $757,000 for environmental mitigation permit and utility review fees, totaling $3,995,000.

The Fourth Amendment to the Consulting Services Agreement with Mark Thomas & Company, Inc., will also allow the Consultant coordinate with the residential developer of approximately 535 new residential units (25% affordable) on the former Caltrans property on development details such as new roadway alignment, the utility connections, the sidewalk connections, locations of new driveways, the intersections designs and traffic signals, the streetlights, trees, landscaping and irrigation and allow the City to update Caltrans on the anticipated schedule for the deposit of appraised value estimated over $86 million.

FISCAL IMPACT

The Fourth Amendment to the Consulting Services Agreement with Mark Thomas & Company, Inc., (C5833) in the amount of $2,988,000, for Final Design of Phase (Segment) 2 of the Quarry Lakes Parkway Project, City Project No. 18-04, will be funded from Capital Projects Grants Fund monies (Account Number 41091804-57128).

There will be no fiscal impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute the Fourth Amendment to the Consulting Services Agreement with Mark Thomas & Company, Inc., in the amount of $2,988,000, for a total contract amount of $7,989,191, for the final design of Phase (Segment) 2 of the Quarry Lakes Parkway (East West Connector) Project, City Project No.18-04.

Prepared by:

Marilou Ayupan, Public Works Director

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

	Description	Type
🗋	Attachment 1 - Fourth Amendment	Attachment
🗋	Attachment 2 - Amendment No. 3 to PFA No. A22-0043	Attachment
🗋	Amendment 3 - QLP Mitigation Permits	Attachment
🗋	Draft Resolution	Resolution
🗋	Exhibit A - AlaCTC ITEm 8.2_2026 CIP	Exhibit
🗋	Exhibit B - QLP Phase 2 Title Sheet	Exhibit

FOURTH AMENDMENT TO THE
CONSULTING SERVICES AGREEMENT (C25PW1067-3A)
WITH MARK THOMAS & COMPANY, INC.
FOR FINAL DESIGN OF QUARRY LAKES PARKWAY, PHASE 2

THIS FOURTH AMENDMENT (the "Fourth Amendment") is effective as of this **12th day of August, 2025** by and between **THE CITY OF UNION CITY,** a municipal corporation, ("City") and **Mark Thomas & Company, Inc.,** ("Consultant"), collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, on January 3, 2022, the Parties entered into a Consulting Services Agreement (C5833) ("Agreement") wherein the Consultant will provide the City with consulting services related to Final Design of Phases 1 & 2 for Quarry Lakes Parkway, City Project No. 18-04, in the amount of $1,200,000; and

WHEREAS, on November 22, 2022, the Parties entered into a First Amendment to the Agreement to Consulting Services Agreement (C5833b) ("First Amendment") to perform final design services for Quarry Lakes Parkway Phase 1 to 30% PS&E level and Phase 2 to 65% PS&E level in the amount of $3,000,000 and a total contract amount of $4,200,000: and

WHEREAS, on December 19, 2023, the Parties entered into a Second Amendment to Consulting Services Agreement (C5833c) ("Second Amendment") to extend the terms of services to June 30, 2025; and

WHEREAS, on February 11, 2025, the Parties entered into a Third Amendment to Consulting Services Agreement (C25PW1067-3A) ("Third Amendment") to perform final design services for Quarry Lakes Parkway Phase 1 to 65% PS&E level in the amount of $801,191 and total contract amount of $5,001,191; and

WHEREAS, the Parties desire to further amend the Agreement to expand the scope of services, extend the terms of services, and to increase the compensation; and

WHEREAS, the City and Consultant desire to enter into this Fourth Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. The "Scope of Services", as set forth in Exhibit A of the Agreement, is hereby amended to include the services contained in Exhibit A of this Fourth Amendment, attached hereto and incorporated herein by reference.

2. The "Term of Services" as set forth in the first sentence of Section 1.1, is hereby extended to **June 30, 2027.**

3. The “Compensation Schedule”, as set forth in Exhibit B of the Agreement, is hereby amended to first sentence of Section 2 "COMPENSATION" of the Agreement is hereby amended to reflect payment based upon a sum increase of **Two Million Nine Hundred Eighty-Eight Thousand Dollars ($2,988,000)**, as set forth in Exhibit B-1 of this Fourth Amendment. The total compensation under the Agreement including this Amendment shall not exceed a total contract amount of **Seven Million Nine Hundred Eighty-Eight Thousand One Hundred Ninety-One Dollars ($7,989,191)**.

   The first sentence of the original agreement shall now read:

   > City hereby agrees to pay Consultant a sum not to exceed **Seven Million Nine Hundred Eighty-Eight Thousand One Hundred Ninety-One Dollars ($7,989,191)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement.

4. The “Project Schedule” is hereby amended as depicted in Exhibit A-2, attached hereto and incorporated herein by reference.

5. The “Staffing Plan” is hereby amended as depicted in Exhibit B-2, attached hereto and incorporated herein by reference.

6. The “Rate Schedule” is hereby amended as depicted in Exhibit B-3, attached hereto and incorporated herein by reference.

7. All other provisions of the Agreement, remain unchanged except as modified by this Fourth Amendment.

IN WITNESS WHEREOF, the City and the Consultant have executed this Amendment effective as of the date hereinabove written.

THE CITY OF UNION CITY	MARK THOMAS & COMPANY, INC.
By_____	By
Joan Malloy	Shawn O’Keefe
City Manager	Principal / Vice President

Attest:

_____

Thai Nam N. Pham

City Clerk

Approved as to Form:

_____

Kristopher J. Kokotaylo
City Attorney

EXHIBIT A
Scope of Services
for Final design- QLP Phase 2

The scope of services for Quarry Lakes Parkway, Phase 2, is to update 65% PS&E to produce Bid Ready PS&E and assist City with the bidding support services as follows:

TASK 1. PROJECT MANAGEMENT

The Mark Thomas team will provide project management for each task for the entire duration of the Agreement schedule. It is assumed this amendment will be completed in 12 months.

Task 1.1.1. Supervise, Coordinate and Monitor Design
Mark Thomas will supervise, coordinate and monitor design for conformance with guidelines, standards and policies as noted herein.

Task 1.1.2. Coordination
The Mark Thomas team will coordinate with the other design consultants, utility providers and affected agencies for timely flow of information for each task activity.

Task 1.1.4. Maintain Project Files
Mark Thomas will maintain project files and provide a file repository for final documents in the Microsoft Teams environment.

Task 1.1.5. Update Project CPM Schedule
Mark Thomas will coordinate with the City to update the Project CPM schedule on a monthly basis.

Task 1.1.6. Design Coordination Meetings
The Mark Thomas team will prepare agenda and lead the design coordination check-in meetings. This task also includes up to 12 stakeholder/agency meetings to resolve engineering issues and one presentation to City Council. This may include meetings with Union Sanitary District, PG&E, ACWD, AC Transit, Union City Transit, Caltrans, East Bay Regional Park District, ACFC&WCD and RWQCB.

Task 1.1.7. Project Development Meetings
The Mark Thomas team will hold monthly Project Development Team (PDT) design coordination meetings. The location for the meetings will be a location to be determined by City of Union City and meetings shall include a video capable conference link for remote attendance. Mark Thomas will prepare and submit an agenda, status of submittals register, data request log of information requested from and provided to others and meeting minutes after each meeting. The agenda outline shall cover cost, schedule and scope issues. The submittal register and data request log shall be presented and reviewed at each meeting to highlight due dates and prevent schedule slippage. The submittal register shall highlight all outstanding issues and responses to action items.

Task 1.1.8. City Meetings
Mark Thomas will present at two (2) quarterly, City publicly noticed design update meeting for the benefit of the public, bicycle, pedestrian, and transit advocates. These meetings will be combined with BPAC meetings. The purpose of this meeting is to present updates to the public during the entire design phase and to receive feedback and answer questions from the public about the design elements.

Task 1.1.9. Invoice and Progress Reports
Mark Thomas will prepare and submit budgets, monthly progress and performance reports and invoices.

Task 1.1.10. Correspondence
Mark Thomas will prepare and submit correspondence and memos, including all meeting minutes.

Task 1.1.11. Quality Control / Quality Assurance
The Mark Thomas team will implement quality control and quality assurance procedures for design activities, perform in-house quality control reviews for each report and other task deliverables. Quality Control documentation can be submitted to the City upon request.

DELIVERABLES

- Meeting agendas and minutes (up to 18 meetings)
- Union City BPAC Meeting attendance (up to 2)
- Invoice and Progress Reports (monthly)
- Project Schedule Updates (monthly)
- *All deliverables will be in .pdf format unless specified otherwise*

TASK 4. ENGINEERING REPORTS

Task 4.1. Engineering Reports – All Phases

Task 4.1.3. Hydromodification/Water Quality Basin
Mark Thomas will update and finalize hydromodification and water quality basin reports based on the following:

1. Sizing the water quality basin to provide stormwater treatment and hydromodification management for the project site and the new development based on 534 residential development on a 25 acre parcel.
2. Using Old Alameda Creek for hydromodification management for the Project site and the new development.

The calculations will be included in the SWMP.

Task 4.1.5. Drainage
Mark Thomas will finalize the Basis of Design Memorandum detailing the pump type and wet well requirements for the two proposed pump stations. The memorandum will include pump sizing calculations based on the conceptual design parameters, document the required storage

volume of the upstream storm drain system, and wet well dimensions. The memo will include one example pump cut sheet with pump curve for each sized pump. The pump stations will be discussed as two stand-alone elements that accommodate the gravity flows into the wet well chamber and discharges against the total dynamic head of the outfalls. Pump selection criteria will be based on submersible centrifugal pumps operated through a standard four-float control. We assume that submersible centrifugal pumps with a rail-type installation mounts will be used. The first pump station is anticipated to have a peak flow of up to 22 cfs and static head of approximately 33 ft. The second pump station is anticipated to have a peak flow of up to 50 cfs and static head of approximately 11 ft. The design will be performed per Caltrans pump design criteria.

Mark Thomas will finalize the PCSWMM models prepared for the pump station design with the new basin sizing alternatives and submit the original calculations to City.

These additional analyses will be documented in the Drainage Report.

Task 4.2. Engineering Reports Phases 1 & 2

Task 4.2.1. Hazardous Materials
As part of the Mark Thomas team, Fugro will develop a hazardous materials boundary and identify other pertinent areas of concern within QLP. This file will be provided as a GIS layer and referenced in the plans.

Task 4.2.2. Materials/Geotechnical
As a part of the Mark Thomas team, Parikh Consultants, Inc (PARIKH) will finalize a Geotechnical Design Report (GDR) and Pavement Design & Materials Report (PD&MR) or Pavement Memo for final design. For roadway design of Phases 1 & 2, we will summarize the findings, soil data, engineering recommendations, and review comments/updates in a final Geotechnical Design Report (GDR) for the City and agencies to review.

The geotechnical work will include interaction with the designer and agencies, incorporating review comments/updates from the preliminary design, inclusion of the available soil data, engineering analyses, design coordination, and submittal of final reports.

Task 4.2.4. Drainage Report
Mark Thomas will finalize Drainage Report prepared during 65% design phase and produce Final Drainage Report based on 65% design. The results and design recommendations will be summarized in the Drainage Report and will include construction implementation of the drainage systems.

The report is expected to include an evaluation of the existing facilities and proposed conditions, unusual and special conditions, drainage mapping, hydraulic analyses, and documentation of the drainage design decision based on 65% design.

Task 4.2.5. Stormwater Management Plan and Hydromodification Report
Mark Thomas will finalize Stormwater Management Plan summarizing the Project impacts to water quality, recommended BMPs and Hydromodification Management measures for only

Phase 2. The study will address the impacts from roadway improvements, and will utilize guidance from the City, Alameda Countywide Clean Water Program, and San Francisco Bay Regional Water Quality Control Board (RWQCB). Hydromodification management measures will be evaluated by updating the calculations prepared for the 30% conceptual design in Bay Area Hydrology Model (BAHM). The hydraulic design of the measures will be summarized and documented in the Drainage report.

Task 4.2.6. Pump Station Design Report
Mark Thomas will finalize the Pump Station Design Report detailing the pump type, wet well requirements, and layouts for the two proposed pump stations based on 65% design. The report will include pump hydraulic and sizing calculations based on the conceptual design parameters, document the required storage volume of the upstream storm drain system, wet well dimensions, and stormwater treatment basin locations. When possible, standardization of the two proposed pump stations will be examined in addition to combining the proposed pump stations. The report will include system and pump curves, major equipment cut sheets, opinion of probable construction costs (OPCC), and operations and maintenance (O&M) costs.

DELIVERABLES

- Final Pump Station Design Report including final pump station plan (PDF)
- Hazardous Materials Boundary (in GIS)
- Final GDR and PD&MR or Pavement Memo
- Final Drainage Report\Final Stormwater Management Plan and Hydromodification Report
- *All deliverables will be in .pdf format unless specified otherwise*

TASK 5. SURVEY AND RIGHT OF WAY ENGINEERING

Task 5.1. Field Survey
The Mark Thomas team will perform an additional field survey required for the project. With an approval from City, perform all additional design survey required for Phase 2 of QLP. It is assumed additional topographic surveys are limited to fifteen (15) days of field time and the City will provide all access and necessary permits at no cost to Mark Thomas.

Task 5.2. R/W Engineering – Parcel Map
Mark Thomas will perform a field survey to locate and verify found monumentation used to establish the boundary for the Parcel Map. Once the monuments have been verified, they will be added to the newly configured Parcel Map. Mark Thomas will review and verify preliminary Title Reports for the Parcels associated with the Parcel Map. Mark Thomas will finalize tentative map for City approval. Once tentative map is approved, Mark Thomas will prepare final parcel map for recordation and set monuments as shown on the map.

DELIVERABLES

- Additional Topographic Survey
- Tentative and Final Parcel Map
- *All deliverables will be in .pdf format unless specified otherwise*

TASK 6. 35% AND 65% LEVEL OF DESIGN COMPLETION

35% PS&E was completed and submitted on April 12, 2023 and 65% PS&E was completed and submitted on November 11, 2023.

TASK 7. FINAL DESIGN = BID READY PS&E

Final design will be based on updating the 65% PS&E including incorporating comments from City and other impacted agencies to produce a bid ready PS&E.

Tasl 6/1 ENA Support Services
The Mark Thomas team will perform ENA support services and coordinate with the Gateway Site developer on an on-going and as-needed basis. Tasks may include reviewing conceptual development proposal plans and providing design input for consistence and in conformance with the goals of Quarry Lakes Parkway, general coordination and correspondence with the developer's consultant team and meeting attendance including preparing exhibits. As the specific deliverables required for this task are unknown at this time, this task will be billed on a time and materials basis up to the budgeted amount. If additional support is needed over and above the provided budget, an amendment will be required to continue support services.

Task 7.1. Utility Coordination

Task 7.1.1. Utility Mapping
As a part of the Mark Thomas team, CSW will finalize utility mapping from inputs from utility companies and field reviews to map the existing utilities over a topographic survey to reflect the existing conditions including overhead facility on Alvarado-Niles Road to be underground.

Task 7.1.2. Utility Design and Conflict Evaluation
As a part of the Mark Thomas team, CSW will work with design team and utility companies to resolve any and all conflicts, including updating the plans to incorporate comments. A separate memo will be prepared to documents all utility conflicts and resolutions.

Task 7.1.10 Final PS&E – Bid Ready

The Mark Thomas team will prepare final design based on comments received on the 65% design documents.

Submittals shall be made at 90%, 100% and Bid Ready document submittal.

The final PS&E will be prepared as a detailed, complete set of plans, technical specifications and estimate. The Mark Thomas team shall provide responses to comments and attend a comment review/ resolution meeting at the outset of the 65% PS&E task. The following sheet count is anticipated each for Phase 1 and 2:

Sheet Count	Sheet Type
1	Title
1	General Notes
5	Typical Sections
1	Key Map and Line Index
1	Project Control
10	Demolition Plan
4	Layout
4	Profiles
24	Construction Details
15	Water Pollution Control Plans and Details
7	Drainage Layouts
8	Drainage Profiles
8	Drainage Details
12	Erosion Control
13	Pump Station Design and Details
8	Utility Plan and Profile (Joint Trench)
10	Utility Details
6	Stage Construction
32	Traffic Handling
3	Construction Area Signs
10	Sign and Striping Plans
2	Sign and Striping Details
26	Electrical Plans and Details
3	Temporary Electrical Plans and Details
28	Landscape and Irrigation Plans and Details (PGA)
15	Standard Plans (City and Caltrans)
248	**Total**

Mark Thomas – Civil and Structures Design
Mark Thomas will be overall responsible for the completion of the PS&E for Phase 2 project and will primarily be preparing the general civil, drainage and structures elements of the project and coordinating the design of other elements with specialized subconsultants.

Mark Thomas will revise and update the drainage plans, erosion control plans, water pollution control plans, and pump station plans (mechanical and electrical) based on the comments received on the 65% submittal by HDR.

CSW – Utility Design
As a part of the Mark Thomas team, CSW will prepare utility plans to current City Public Works and Caltrans standards using Civil 3D and AutoCAD. Telephone service drop locations will be verified and coordinated with the telephone service company. Any connection or application fees for electrical and telephone service shall be paid for by the City.

For the dry utility plans & details, all specific details necessary for the relocation of any affected utilities will be designed and provided to CSW by the utility owner (i.e. PG&E, AT&T, Comcast, etc) for reference in the design documents. The scope includes design and drafting of the sewer and water systems and all other utilities will be graphically shown and coordinated with each Utility company.

Y&C – Signal and Lighting Design
As a part of the Mark Thomas team, Y&C will prepare final plans, specifications, and cost estimates (PS&E) for electrical items on QLP/Alvarado-Niles Rd, Alvarado-Niles Rd/Osprey Drive and QLP/Quarry Lakes Drive. Temporary traffic signal modification at Alvarado-Niles Rd/Osprey Drive for construction staging.

PGA Design – Landscape Architecture and Urban Design
As a part of the Mark Thomas team, PGA Design will finalize landscape and irrigation elements of the project. The design will be based on comments from 65% submittal.

The Mark Thomas team will prepare specifications in City standard format and provide the technical special provisions. Front end "boilerplate" and contract documentation will be provided by the City.

The Mark Thomas team will prepare an opinion of probable construction costs broken down into unit costs as appropriate for the design and items of work.

Task 7.2. After City's review and comments on the 65% PS&E, Mark Thomas shall update the plans and specification to 90% design completion and submit to City for review.

Task 7.3. Prepare Final Plans, Specifications and Estimate

Based on one set of non -conflicting comments received from the City on the 90% PS& E submittal,
special provisions and an opinion of probable construction cost will be prepared. A final Mark Thomas' internal quality assurance/ quality control (QA/ QC) review of documents under this task will
be performed before submitting to the City. Final submittal shall be a two-step process. First submittal shall be at 100% design completed with internal QC completed. City will review this package and provide any comments if any. The final submittal shall be bid ready set.

8.4.1. Prepare Final Plans and Estimates:
The final design task provides for the preparation of the final design plans and opinion of probable construction cost for the Project. Mark Thomas will coordinate the resolution of outstanding design issues and respond to one round of City consolidated comments received on the 90% PS&E. It is assumed that quantities will be recalculated per the latest design. This task includes a meeting with the City to go through the Project parameters, definition of a checklist of the Project deliverables and preparation of the
Final Construction Documents for submittal to the City.

8.4.2. Prepare Final Special Provisions: Mark Thomas will revise special provisions to account

for changes in the plans and opinion of probable construction cost as well as to address comments received on the 90% special provisions.

8.4.3. Bid Support: Mark Thomas will provide support during the bidding phase of the Project once it is advertised. This will consist of responding to City questions during bid preparation, and answering questions from bidders or the City to clarify plans and/ or specifications. If addendum are required, Mark Thomas will take the lead in drafting the addendum for City's review and updating the addendum, which will be issued by the City to the prospective bidders.

Task 7.4. Hazardous Materials Consultation
As a part of the Mark Thomas team, Fugro will review and consult with the design team regarding project drawings and specifications to confirm that our recommendations regarding management of contaminated and hazardous materials have been incorporated into the design packages. In addition, for each PS&E package Fugro will review assumptions regarding soil, groundwater and hazardous material quantities, and consult with the design team regarding generalized costs for the management and disposal of contaminated and hazardous soils and groundwater assumed to be generated as part of construction.

Task 7.5. General Urban Design Consulting
As a part of the Mark Thomas team, ROMA will provide general urban design consulting services. Tasks may include reviewing final design drawings, meeting attendance and coordination and correspondence. As the specific deliverables required for this task are unknown at this time, this task will be billed on a time and materials basis up to the budgeted amount. If additional support is needed over and above the provided budget, an amendment will be required to continue consulting services.

DELIVERABLES

- Utility Conflict Mapping
- 90% and 100% Comment Response Matrix
- 90%, 100% and Bid Ready PS&E
- Peer Review
- Urban Design Deliverables (as-needed)
- *All deliverables will be in .pdf format unless specified otherwise*

Task 8.4 Deliverables:

- Final Design Plan Sheets (1 hard copy and 1 electronic copy)
- Final Specifications and Special Provisions (1 hard copy and 1 electronic copy)
- Opinion of Probable Construction Cost Estimates (1 hard copy and 1 electronic copy)
- Project Deliverables Checklist and Construction Documents (1 hard copy and 1 electronic copy)
- Addendum as required (draft and final version)

TASK 8. ENVIRONMENTAL PERMITTING
As a part of the Mark Thomas team, ICF will prepare and obtain environmental permitting from the California Department of Fish and Game, U.S. Fish and Wildlife Service, the Army Corps of Engineers, and Regional Water Quality Control Board. Task 8 for Environmental permitting

remains unchanged from previous agreement, except for the update as follows:

This scope assumes coordination as necessary for the off-site mitigation via partnership with Rocky Ridge, LLC at the Eagle Ridge Preserve East per draft agreement dated April 23, 2025 between City of Union City and Rocky Ridge LLC.

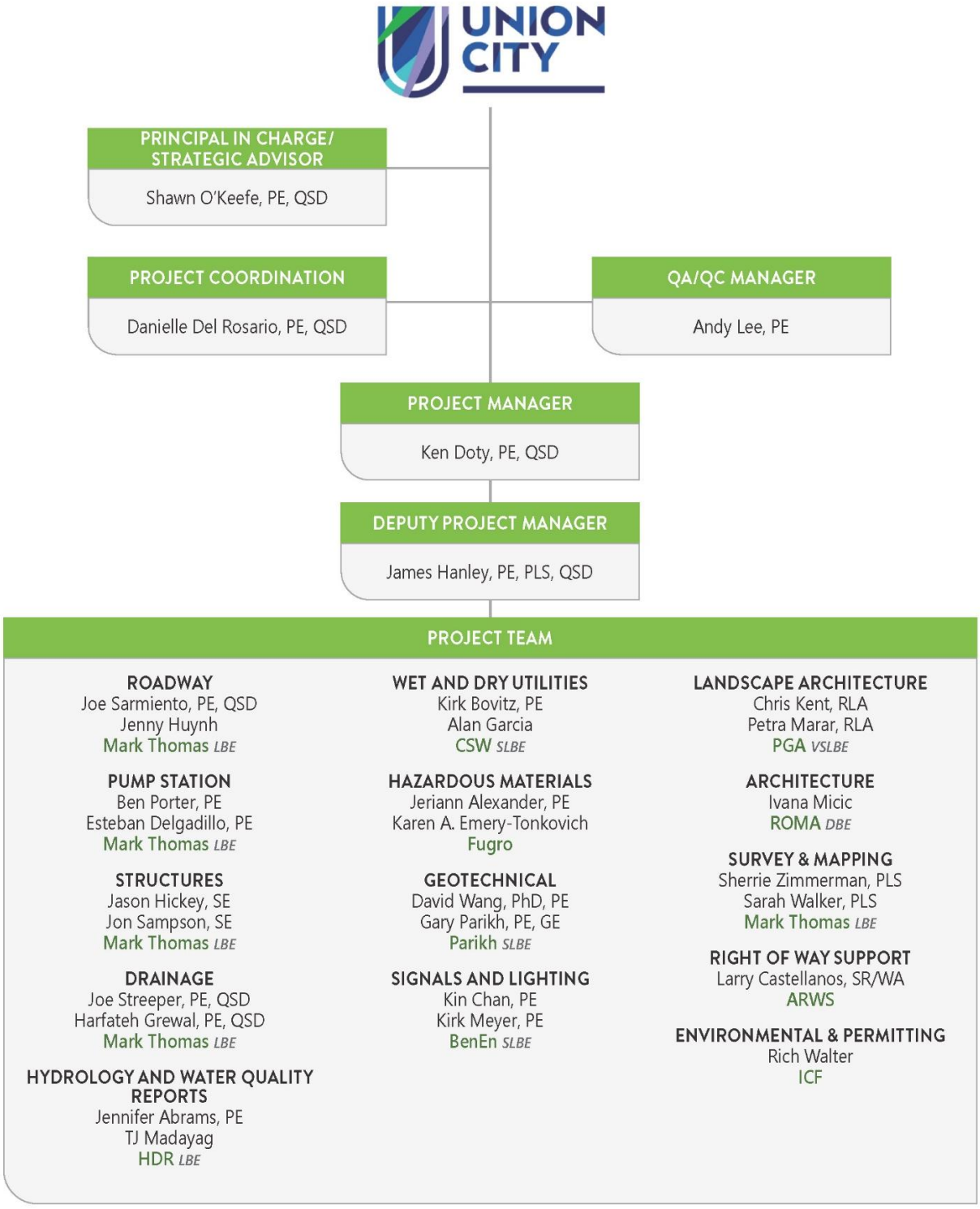
SCHEDULE

Activity	Date
NTP for Amendment 4 Final Design Phase 2	August 15, 2025
Submit 95% PS&E	January 5, 2026
Submit 100% PS&E	April 27, 2026
Final PS&E Ready for Bidding	July 20, 2026
Agency Review/Approval/Bid	September 14, 2026
Estimated Construction Start	March 1, 2027
Construction End	December 20, 2028
Project Close-out	February 1, 2029

EXHIBIT B
Compensation

Task No.	Task Description	Task Budget
1	**PROJECT MANAGEMENT**	
1.1.1	Supervise, Coordinate and Monitor Design	$95,000
1.1.2	Coordination with Design Consultants/Code/Std Compliance	$25,000
1.1.4	Maintain Project files	$5,000
1.1.5	Update Project CPM Schedule	$7,000
1.1.6	Design Coordination Meetings	$25,000
1.1.7	Project Development Meetings	$15,000
1.1.8	City Meetings	$25,000
1.1.9	Invoice and Progress Reports	$15,000
1.1.10	Correspondence	$45,000
1.1.11	Quality Control/Quality Assurance	$125,000
4	**ENGINEERING REPORTS**	
4.1.5	Final Drainage Report	$25,000
4.2.1	Final Hazardous Materials Report	$4,500
4.2.2	Final Materials/Geotechnical Report	$19,500
4.2.5	Final Stormwater Management Plan and Hydromodification Reports	$22,500
4.2.6	Final Pump Station Design Report	$17,500
5	**R/W Engineering**	
5.1	Field survey	$50,000
5.2	Final Parcel Map	$45,000
8	**Bid Ready PS&E**	
8.2	Plans	$2,197,000
	Project specifications	$150,000
	Bid Phase and Project Award Phase Coordination	$50,000
	Review 95% and 100% comments and prepare matrix for resolution	$25,000
	TOTAL	**2,988,000**

Staffing Plan



Rate Schedule

Vendor Name	Personnel Name	Title and/or Role	Fixed Hourly Rate *Effective Period* ***07/01/25 - 12/1/26***	Fixed Hourly Rate *Effective Period* ***01/01/27 - 12/31/27***
Mark Thomas & Company, Inc.	Sasha Dansky*	Principal-in-Charge	$488.42	$512.85
Mark Thomas & Company, Inc.	Shawn O'Keefe*	Principal-in-Charge/ Project Manager	$454.74	$477.48
Mark Thomas & Company, Inc.	Danielle Sanchez*	Deputy Project Manager	$230.74	$242.28
Mark Thomas & Company, Inc.	TBD	Sr. Project Engineer	$193.69	$203.37
Mark Thomas & Company, Inc.	TBD	Project Engineer	$176.84	$185.69
Mark Thomas & Company, Inc.	TBD	Design Engineer II	$138.11	$145.01
Mark Thomas & Company, Inc.	TBD	Design Engineer I	$126.32	$132.63
Mark Thomas & Company, Inc.	TBD	Deputy District Manager	$315.29	$331.05
Mark Thomas & Company, Inc.	TBD	CM Division Manager	$325.93	$342.23
Mark Thomas & Company, Inc.	TBD	Operations Manager	$244.08	$256.28
Mark Thomas & Company, Inc.	TBD	LAUD Division Manager	$264.86	$278.10
Mark Thomas & Company, Inc.	TBD	Sr. Engineering Manager	$441.97	$464.07
Mark Thomas & Company, Inc.	TBD	Survey Division Manager	$370.53	$389.06
Mark Thomas & Company, Inc.	TBD	Sr. Project Surveyor	$208.84	$219.29
Mark Thomas & Company, Inc.	TBD	Sr. Sruveyor	$178.53	$187.45
Mark Thomas & Company, Inc.	TBD	Lead Survey Technician	$202.11	$212.21
Mark Thomas & Company, Inc.	TBD	Sr. Project Coordinator	$161.69	$169.77
Mark Thomas & Company, Inc.	TBD	Sr. Project Assistant	$128.00	$134.40
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Project Engineer	$235.55	$247.33
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Engineering Manager	$443.40	$465.57
Mark Thomas & Company, Inc.	Classification Maximum	Engineering Manager	$374.12	$392.82
Mark Thomas & Company, Inc.	Classification Maximum	Design Manager	$374.12	$392.82
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Project Manager	$318.69	$334.63
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Technical Lead	$277.12	$290.98
Mark Thomas & Company, Inc.	Classification Maximum	Project Manager	$263.27	$276.43
Mark Thomas & Company, Inc.	Classification Maximum	Technical Lead	$263.27	$276.43
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Project Engineer	$235.55	$247.33
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Technical Engineer	$221.70	$232.78
Mark Thomas & Company, Inc.	Classification Maximum	Project Engineer	$180.13	$189.14
Mark Thomas & Company, Inc.	Classification Maximum	Civil Engineering Designer	$193.99	$203.69
Mark Thomas & Company, Inc.	Classification Maximum	Design Engineer II	$166.27	$174.59
Mark Thomas & Company, Inc.	Classification Maximum	Design Engineer I	$124.71	$130.94
Mark Thomas & Company, Inc.	Classification Maximum	CADD Manager	$249.41	$261.88
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Technician	$180.13	$189.14
Mark Thomas & Company, Inc.	Classification Maximum	Technician	$110.85	$116.39
Mark Thomas & Company, Inc.	Classification Maximum	Intern	$83.14	$87.29

Vendor Name	Personnel Name	Title and/or Role	Fixed Hourly Rate *Effective Period* ***07/01/25 - 12/1/26***	Fixed Hourly Rate *Effective Period* ***01/01/27 - 12/31/27***
Mark Thomas & Company, Inc.	Classification Maximum	LAUD Division Manager	$304.84	$320.08
Mark Thomas & Company, Inc.	Classification Maximum	Sr. LAUD Project Manager	$290.98	$305.53
Mark Thomas & Company, Inc.	Classification Maximum	LAUD Project Manager	$221.70	$232.78
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Landscape Architect	$193.99	$203.69
Mark Thomas & Company, Inc.	Classification Maximum	Landscape Architect	$166.27	$174.59
Mark Thomas & Company, Inc.	Classification Maximum	Landscape Designer II	$138.56	$145.49
Mark Thomas & Company, Inc.	Classification Maximum	Landscape Designer I	$96.99	$101.84
Mark Thomas & Company, Inc.	Classification Maximum	Landscape Intern	$83.14	$87.29
Mark Thomas & Company, Inc.	Classification Maximum	Survey Division Manager	$387.97	$407.37
Mark Thomas & Company, Inc.	Classification Maximum	Survey Manager II	$304.84	$320.08
Mark Thomas & Company, Inc.	Classification Maximum	Survey Manager I	$263.27	$276.43
Mark Thomas & Company, Inc.	Classification Maximum	Project Surveyor III	$235.55	$247.33
Mark Thomas & Company, Inc.	Classification Maximum	Project Surveyor II	$221.70	$232.78
Mark Thomas & Company, Inc.	Classification Maximum	Project Surveyor I	$207.84	$218.23
Mark Thomas & Company, Inc.	Classification Maximum	Asst Surveyor III	$180.13	$189.14
Mark Thomas & Company, Inc.	Classification Maximum	Asst Surveyor II	$166.27	$174.59
Mark Thomas & Company, Inc.	Classification Maximum	Asst Surveyor I	$152.42	$160.04
Mark Thomas & Company, Inc.	Classification Maximum	Survey Specialist III	$235.55	$247.33
Mark Thomas & Company, Inc.	Classification Maximum	Survey Specialist II	$193.99	$203.69
Mark Thomas & Company, Inc.	Classification Maximum	Survey Specialist I	$152.42	$160.04
Mark Thomas & Company, Inc.	Classification Maximum	Lead Survey Technician	$152.42	$160.04
Mark Thomas & Company, Inc.	Classification Maximum	Survey Technician III	$166.27	$174.59
Mark Thomas & Company, Inc.	Classification Maximum	Survey Technician II	$138.56	$145.49
Mark Thomas & Company, Inc.	Classification Maximum	Survey Technician I	$96.99	$101.84
Mark Thomas & Company, Inc.	Classification Maximum	SUE Program Manager	$290.98	$305.53
Mark Thomas & Company, Inc.	Classification Maximum	Utility Locator (North)	$207.84	$218.23
Mark Thomas & Company, Inc.	Classification Maximum	Utility Locator (South)	$263.27	$276.43
Mark Thomas & Company, Inc.	Classification Maximum	Chief of Party (OE3)	$207.84	$218.23
Mark Thomas & Company, Inc.	Classification Maximum	Instrumentperson (OE3)	$180.13	$189.14
Mark Thomas & Company, Inc.	Classification Maximum	Chainperson (OE3)	$180.13	$189.14
Mark Thomas & Company, Inc.	Classification Maximum	Apprentice (OE3)	$124.71	$130.94
Mark Thomas & Company, Inc.	Classification Maximum	2-Person Crew (OE3)	$415.68	$436.47
Mark Thomas & Company, Inc.	Classification Maximum	3-Person Crew (OE3)	$581.96	$611.06
Mark Thomas & Company, Inc.	Classification Maximum	Chief of Party (OE12)	$221.70	$232.78
Mark Thomas & Company, Inc.	Classification Maximum	Instrumentperson (OE12)	$193.99	$203.69
Mark Thomas & Company, Inc.	Classification Maximum	Chainperson (OE12)	$193.99	$203.69
Mark Thomas & Company, Inc.	Classification Maximum	Apprentice (OE12)	$138.56	$145.49
Mark Thomas & Company, Inc.	Classification Maximum	2-Person Crew (OE12)	$429.54	$451.02

Vendor Name	Personnel Name	Title and/or Role	Fixed Hourly Rate *Effective Period* ***07/01/25 - 12/1/26***	Fixed Hourly Rate *Effective Period* ***01/01/27 - 12/31/27***
Mark Thomas & Company, Inc.	Classification Maximum	3-Person Crew (OE12)	$609.67	$640.15
Mark Thomas & Company, Inc.	Classification Maximum	Safety Manager	$249.41	$261.88
Mark Thomas & Company, Inc.	Classification Maximum	Division Manager - PL	$332.55	$349.17
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Project Manager - PL	$304.84	$320.08
Mark Thomas & Company, Inc.	Classification Maximum	Project Manager - PL	$193.99	$203.69
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Planner	$180.13	$189.14
Mark Thomas & Company, Inc.	Classification Maximum	Planner II	$138.56	$145.49
Mark Thomas & Company, Inc.	Classification Maximum	Planner I	$110.85	$116.39
Mark Thomas & Company, Inc.	Classification Maximum	Economist	$124.71	$130.94
Mark Thomas & Company, Inc.	Classification Maximum	Funding Manager	$374.12	$392.82
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Funding Specialist	$249.41	$261.88
Mark Thomas & Company, Inc.	Classification Maximum	Funding Specialist	$193.99	$203.69
Mark Thomas & Company, Inc.	Classification Maximum	Project Accountant Manager	$263.27	$276.43
Mark Thomas & Company, Inc.	Classification Maximum	Project Delivery Manager	$235.55	$247.33
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Project Accountant	$193.99	$203.69
Mark Thomas & Company, Inc.	Classification Maximum	Project Accountant	$152.42	$160.04
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Project Coordinator	$180.13	$189.14
Mark Thomas & Company, Inc.	Classification Maximum	Project Coordinator	$138.56	$145.49
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Project Assistant	$138.56	$145.49
Mark Thomas & Company, Inc.	Classification Maximum	Project Assistant	$110.85	$116.39
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Technical Writer	$152.42	$160.04
Mark Thomas & Company, Inc.	Classification Maximum	Technical Writer	$124.71	$130.94
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Graphic Manager	$193.99	$203.69
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Graphic Designer	$166.27	$174.59
Mark Thomas & Company, Inc.	Classification Maximum	Graphic Designer	$124.71	$130.94
Mark Thomas & Company, Inc.	Classification Maximum	Survey Coordinator	$124.71	$130.94
Mark Thomas & Company, Inc.	Classification Maximum	District Manager-Engineer	$415.68	$436.47
Mark Thomas & Company, Inc.	Classification Maximum	Deputy District Manager	$374.12	$392.82
Mark Thomas & Company, Inc.	Classification Maximum	Operations Manager	$290.98	$305.53
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Sanitary Project Engineer	$249.41	$261.88
Mark Thomas & Company, Inc.	Classification Maximum	Sanitary Project Engineer	$235.55	$247.33
Mark Thomas & Company, Inc.	Classification Maximum	Associate Sanitary Engineer	$235.55	$247.33
Mark Thomas & Company, Inc.	Classification Maximum	Assistant Sanitary Engineer	$207.84	$218.23
Mark Thomas & Company, Inc.	Classification Maximum	Lead Inspector	$193.99	$203.69
Mark Thomas & Company, Inc.	Classification Maximum	Sr. Inspector	$166.27	$174.59
Mark Thomas & Company, Inc.	Classification Maximum	Inspector	$138.56	$145.49
Mark Thomas & Company, Inc.	Classification Maximum	Inspector - Apprentice	$110.85	$116.39
Mark Thomas & Company, Inc.	Classification Maximum	Expert Witness	$1,011.50	$1,062.07

Vendor Name	Personnel Name	Title and/or Role	Fixed Hourly Rate *Effective Period* ***07/01/25 - 12/1/26***	Fixed Hourly Rate *Effective Period* ***01/01/27 - 12/31/27***
Mark Thomas & Company, Inc.	Classification Maximum	Strategic Consulting	$1,011.50	$1,062.07
AECOM	Etty Mercurio	Design Manager	$414.51	$435.23
AECOM	Tom Barnard	Sr Sturctures Eng	$374.47	$393.19
AECOM	TBD	Track Eng	$246.77	$259.11
AECOM	TBD	Structures Eng	$246.77	$259.11
Associated Right of Way Services, Inc.	Steve Castellano*	Managing Consultant	$219.30	$230.26
Associated Right of Way Services, Inc.	James Richards	Managing Consultant	$259.24	$272.20
Associated Right of Way Services, Inc.	Matthew Schock	Managing Consultant	$259.08	$272.03
Associated Right of Way Services, Inc.	TBD	Consultant III	$228.06	$239.46
Associated Right of Way Services, Inc.	TBD	Consultant II	$162.90	$171.05
Associated Right of Way Services, Inc.	TBD	Consultant I	$130.32	$136.84
Associated Right of Way Services, Inc.	TBD	Appraiser III	$244.35	$256.57
Associated Right of Way Services, Inc.	TBD	Appraiser II	$211.77	$222.36
Associated Right of Way Services, Inc.	TBD	Appraiser I	$162.90	$171.05
Associated Right of Way Services, Inc.	TBD	Right of Way Technician	$114.03	$119.73
Associated Right of Way Services, Inc.	TBD	Administrative Support	$114.03	$119.73
CSW|ST2	Michael Vidra	Sr. Project Manager	$257.37	$270.24
CSW|ST2	Robert Stevens	Sr. Project Manager	$257.37	$270.24
CSW|ST2	Cristopher Ethier	Engineer II	$184.49	$193.72
CSW|ST2	Alisson Avancini	Engineer I	$125.46	$131.73
CSW|ST2	Joseph Gebre	Engineer I	$121.77	$127.85
CSW|ST2	Zhihong Huang	Engineer II	$140.22	$147.23
Fugro USA Land, Inc.	Jeriann Alexander	Principal Engineer/Hazardous Materials Specialist	$361.85	$379.94
Fugro USA Land, Inc.	Karen Emery-Tonkovich	Principal Geologist/Hazardous Materials Specialist	$284.45	$298.68
Fugro USA Land, Inc.	Ecem Isleyen	Senior Geologist/GIS Specialist	$187.58	$196.96
Fugro USA Land, Inc.	Marissa McCallum	Senior Editor/Word Processing	$142.04	$149.14
Guida Surveying, Inc.	Lisa Spivak	Survey Manager	$398.78	$418.72
Guida Surveying, Inc.	Justin Height	Sr. Project Surveyor	$302.23	$317.35
Guida Surveying, Inc.	Jonathon Correa	Sr. Project Surveyor	$272.85	$286.49
Guida Surveying, Inc.	Project Surveyor	Project Surveyor	$230.87	$242.42
Guida Surveying, Inc.	Joe Vargas	Field Supervisor	$228.77	$240.21
Guida Surveying, Inc.	Sr. Survey Analyst	Sr. Survey Analyst	$209.88	$220.38
Guida Surveying, Inc.	Survey Analyst	Survey Analyst	$188.90	$198.34
Guida Surveying, Inc.	Survey Technician	Survey Technician	$146.92	$154.27
Guida Surveying, Inc.	Party Chief†	Party Chief†	$212.70	$223.33
Guida Surveying, Inc.	Chainman†	Chainman†	$183.27	$192.43

Vendor Name	Personnel Name	Title and/or Role	Fixed Hourly Rate *Effective Period* ***07/01/25 - 12/1/26***	Fixed Hourly Rate *Effective Period* ***01/01/27 - 12/31/27***
Guida Surveying, Inc.	Apprentice†	Apprentice†	$146.63	$153.96
HDR Engineering, Inc.	Han-Bin Liang	Principal Engineer	$381.14	$400.20
HDR Engineering, Inc.	Analette Ochoa	Principal Engineer	$352.56	$370.19
HDR Engineering, Inc.	TBD	Supervising Engineer	$306.52	$321.84
HDR Engineering, Inc.	Jennifer Abrams	Senior Lead Civil Engineer	$238.24	$250.15
HDR Engineering, Inc.	Raja Periketi, Kazuya Tsurushita	Senior Civil Engineer	$239.99	$251.99
HDR Engineering, Inc.	Andrew Chin	Senior Civil Designer	$181.68	$190.77
HDR Engineering, Inc.	Patrick Yim	Staff Civil EIT II	$148.65	$156.08
HDR Engineering, Inc.	Alejandra Rodriguez Coss Y Leon	Staff Civil EIT I	$132.13	$138.74
HDR Engineering, Inc.	TBD	Staff Civil EIT	$132.13	$138.74
HDR Engineering, Inc.	Christine Boschen	Senior Env. Scientist	$150.73	$158.27
HDR Engineering, Inc.	Ashley Chan, Jada Golland	Env. Scientist II	$132.13	$138.74
HDR Engineering, Inc.	Mei Du	Senior Technician	$112.58	$118.21
HDR Engineering, Inc.	TBD	Technical Editor/Project Coordinator	$106.33	$111.65
ICF	Rich Walter	Project Director	$345.20	$362.46
ICF	Danielle Tannourji	Project Manager/Permit Lead	$189.93	$199.43
ICF	Lindsay Christensen	CEQA Lead	$164.92	$173.17
ICF	Jennifer Ostner	Deputy Project Manager	$142.29	$149.40
ICF	Jennifer Haire	Wildlife Biology	$214.85	$225.59
ICF	Torrey Edell	Botany	$165.23	$173.50
ICF	Kevin Mackay	Restoration Design	$312.54	$328.16
ICF	James Elder	Archaeology	$215.03	$225.78
ICF	Jennifer Wildt	Archaeology	$182.74	$191.87
ICF	Jonathon Rusch	Architectural History	$146.48	$153.80
ICF	Alan Barnard	Graphics	$177.79	$186.68
ICF	Melissa Johnson	GIS	$145.45	$152.73
ICF	Heather Hammermeister	Editing	$150.66	$158.19
ICF	Anthony Ha	Word Processing	$141.11	$148.16
Kittelson & Associates, Inc.	Damian Stefanakis *	Principal Planner	$290.99	$305.54
Kittelson & Associates, Inc.	Aaron Elias *	Associate Engineer	$223.66	$234.85
Kittelson & Associates, Inc.	TBD	Senior Principal Engineer/Planner	$372.21	$390.82
Kittelson & Associates, Inc.	TBD	Principal Engineer/Planner	$296.80	$311.64
Kittelson & Associates, Inc.	TBD	Associate Engineer/Planner	$265.06	$278.31
Kittelson & Associates, Inc.	TBD	Senior Engineer/Planner	$223.22	$234.38
Kittelson & Associates, Inc.	TBD	Engineer/Planner	$191.52	$201.10
Kittelson & Associates, Inc.	TBD	Transportation Analyst	$146.55	$153.88
Kittelson & Associates, Inc.	TBD	Technician I	$124.72	$130.95
Kittelson & Associates, Inc.	TBD	Technician II	$163.92	$172.12

Vendor Name	Personnel Name	Title and/or Role	Fixed Hourly Rate *Effective Period* ***07/01/25 - 12/1/26***	Fixed Hourly Rate *Effective Period* ***01/01/27 - 12/31/27***
Kittelson & Associates, Inc.	TBD	Senior Technician	$178.41	$187.33
Kittelson & Associates, Inc.	TBD	Associate Technician	$199.64	$209.62
Kittelson & Associates, Inc.	TBD	Office Support	$107.31	$112.67
Kittelson & Associates, Inc.	TBD	Software Technician	$98.82	$103.77
Kittelson & Associates, Inc.	TBD	Data Analyst/Software Developer	$145.05	$152.30
Kittelson & Associates, Inc.	TBD	Data Scientist/Developer	$199.76	$209.75
Kittelson & Associates, Inc.	TBD	Senior Data Scientist/Developer	$243.92	$256.11
PGAdesign	Christopher Kent*	Principal	$328.72	$345.15
PGAdesign	Kari Tanaka*	Senior Landscape Architect	$185.76	$195.05
PGAdesign	Charla Kaul*	Landscape Architect	$137.60	$144.48
PGAdesign	Adrienne Newton*	Landscape Designer	$130.72	$137.25
PGAdesign	Robert Towar*	Irrigation Designer	$157.38	$165.25
ROMA Collaborative	Ivana Micic *	Principal in Charge	$291.66	$306.25
ROMA Collaborative	Mimi Ahn	Senior Landscape Architect	$267.65	$281.03
ROMA Collaborative	Erika Cesarino	Designer	$106.38	$111.70
ROMA Collaborative	Esther Sam	Graphics	$173.08	$181.73
TDG Engineering	Jeremy Chrzan	Principal-in-Charge	$263.94	$277.14
TDG Engineering	Cindy Zerger*	Project Manager & Design Lead	$235.67	$247.45
TDG Engineering	Craig Schoenberg	Senior Engineer	$205.48	$215.75
TDG Engineering	Joel Shaffer	Engineer III	$160.99	$169.04
TDG Engineering	Megan Wooley-Ousdahl*	Planning Lead	$222.62	$233.75
TDG Engineering	Inder Grewal	Planner II	$136.81	$143.65
TDG Engineering	Noah Halbach	Landscape Designer	$137.23	$144.09
TDG Engineering	Spencer Boomhauer	Visualization Specialist	$156.97	$164.82
Y&C Transp Consultants, Inc	Daniel Yau	Engineer XII	$259.63	$272.61
Y&C Transp Consultants, Inc	Kin Chan	Engineer XI	$240.66	$252.70
Y&C Transp Consultants, Inc	Spencer Lee	Engineer VII	$164.37	$172.59
Y&C Transp Consultants, Inc	Jessica Wu	Engineer VI	$158.05	$165.95
Y&C Transp Consultants, Inc	Meng Yang	Engineer VI	$146.67	$154.00
Y&C Transp Consultants, Inc	Shannon Liao	Engineer III	$91.04	$95.59
Y&C Transp Consultants, Inc	Oscar Olais	Engineer I	$80.92	$84.97
Y&C Transp Consultants, Inc	Teresa Chan	Technician III	$67.77	$71.16
PARIKH CONSULTANTS, INC.	G. PARIKH *	PIC	$363.57	$381.74
PARIKH CONSULTANTS, INC.	D. WANG *	PM- QC	$263.51	$276.68
PARIKH CONSULTANTS, INC.	F. WANG *	Sr. Project Engineer	$243.38	$255.55
PARIKH CONSULTANTS, INC.	J. TURBAY	Project Engineer	$201.58	$211.66
PARIKH CONSULTANTS, INC.	Staff Engineer	Staff Engineer	$134.95	$141.69
PARIKH CONSULTANTS, INC.	Field Engineer	Field Engineer	$178.70	$187.63

Vendor Name	Personnel Name	Title and/or Role	Fixed Hourly Rate *Effective Period* ***07/01/25 - 12/1/26***	Fixed Hourly Rate *Effective Period* ***01/01/27 - 12/31/27***
PARIKH CONSULTANTS, INC.	C. Langbein	Project Geologist	$162.86	$171.00
PARIKH CONSULTANTS, INC.	Lab. Technician	Lab. Technician	$129.08	$135.54
PARIKH CONSULTANTS, INC.	Draftsperson-CADD	Draftsperson-CADD	$141.71	$148.80

Note: After December 31, 2027, rates will increase by 5% annually.

AMENDMENT NO. 03
to
PROJECT FUNDING AGREEMENT
between
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and the
CITY OF UNION CITY
for the
EAST WEST CONNECTOR / QUARRY LAKES PARKWAY PROJECT

This AMENDMENT NO. 03, made and entered into by and between ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency ("ALAMEDA CTC"), and the CITY OF UNION CITY, a public agency ("PROJECT SPONSOR"), is dated for reference purposes only as of May 22, 2025.

A. ALAMEDA CTC and PROJECT SPONSOR entered into a Funding Agreement dated May 1, 2021 ("AGREEMENT") to implement an eligible project ("PROJECT") as such PROJECT is further described in the AGREEMENT.

B. On October 17, 2023, the parties entered into an amendment ("AMENDMENT NO. 01") pursuant to PROJECT SPONSOR'S request to revise the project schedule and deliverable due dates, and to extend the expiration date of the AGREEMENT.

C. On December 5, 2024, the parties entered into an amendment ("AMENDMENT NO. 02") pursuant to PROJECT SPONSOR'S request to revise the project schedule and deliverable due dates, increase the amount of ALAMEDA CTC ADMINISTERED FUNDS obligated by the AGREEMENT, and to extend the expiration date of the AGREEMENT.

D. The parties now wish to further amend the AGREEMENT, pursuant to this AMENDMENT NO. 03 pursuant to action taken on May 22, 2025, by ALAMEDA CTC. AMENDMENT NO. 03 will revise the project schedule and deliverable due dates and increase the amount of ALAMEDA CTC ADMINISTERED FUNDS obligated by the AGREEMENT for the design phase of Segment 2 by $ 3,995,000 of 1986 MB funds.

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

AMENDMENT

1. The amount of ALAMEDA CTC ADMINISTERED FUNDS obligated by the AGREEMENT for the design phase of Segment 2 is hereby increased by $3,995,000.

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

3. 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.

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

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

6. Appendix E (Deliverables and Due Dates) is unchanged and is attached hereto and incorporated herein for reference purposes only.

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

8. 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 UNION CITY
(PROJECT SPONSOR)

By: _____

Joan Malloy Date
City Manager

Approved as to Legal Form:

By: _____

Kristopher Kokotaylo Date
Legal Counsel to CITY OF UNION CITY

ALAMEDA COUNTY
TRANSPORTATION COMMISSION
(ALAMEDA CTC)

By: _____

Carolyn Clevenger Date
Interim Executive Director

Recommended

By: _____

Vivek Bhat Date
Senior Director of Programming and Projects

Reviewed as to Budget/Financial Controls:

By: _____

Patricia Reavey Date
Deputy Executive Director of Finance and Administration

Approved as to Legal Form:

By: _____

Fennemore LLP Date
Legal Counsel to ALAMEDA CTC

LIST OF APPENDICES

REVISED APPENDIX A: PROJECT CONTROL INFORMATION

Revised Appendix A-1	Project Description
Appendix A-2	Project Scope Detail by Phase
Revised Appendix A-3	Project Milestone Schedule
Revised Appendix A-4	Project Cost Estimate Summary by Phase and Fund Source
Appendix A-5	Project Funding Summary by Phase and Reimbursement Ratio
Appendix A-6	Project Phase Cost Detail

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

APPENDIX C: ALAMEDA CTC REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

APPENDIX D: LOCAL BUSINESS CONTRACT EQUITY PROGRAM REQUIREMENTS

APPENDIX E: DELIVERABLES AND DUE DATES

APPENDIX F: PROJECT PERFORMANCE MEASURES

APPENDIX G: TRANSPORTATION FUND FOR CLEAN AIR POLICIES AND REQUIREMENTS

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

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

Appendix Index

Appendix A-1	Project Description
Revised Appendix A-2	Project Scope Detail by Phase
Appendix A-3	Project Milestone Schedule
Revised Appendix A-4	Project Cost Estimate Summary by Phase and Fund Source
Revised Appendix A-5	Project Funding Summary by Phase and Reimbursement Ratio
Revised Appendix A-6	Project Phase Cost Detail
Appendix A-7	Permits/Agreements/Coordinating Agencies

APPENDIX A-1

PROJECT DESCRIPTION

Project Description:

The PROJECT consists of constructing a new arterial roadway with buffer bike lanes and separate, parallel Class I path/multi-purpose trail with signalize intersections, streetlights, landscape medians, street trees and irrigation between Mission Boulevard (State Route 238) in Union City and Paseo Padre Parkway in Fremont along a new reserved roadway alignment, and improvements along existing Paseo Padre Parkway and Decoto Road to I-880 in Fremont. The PROJECT has been divided into six segments for implementation.

Segment 1: Mission Boulevard to 7th Street

Construct Quarry Lakes Parkway (QLP) from Mission Boulevard to 7th Street. Realign 7th Street to intersect directly with QLP next to the City's Corporation Maintenance Yard and Drigon Dog Park. Modify the Corp Yard, Dog Park, and parking facilities. Realigned the Line M channel with open channel, box culvert and retaining wall structures. Construct conforms along Mission Boulevard (State Route 238) and modify traffic signal

Segment 2: Alvarado-Niles Road to Alameda Creek

Construct QLP from Alvarado-Niles Road to the top of bank (Union City side) of Alameda Creek. Realign Quarry Lakes Drive from Isherwood Way to Osprey Drive and construct new intersection of QLP with Quarry Lakes Drive. Construct outfall structure and bioretention basins for storm water runoff (roadway drainage) pumped from the depressed QLP in Segment 3 and 4 under the UPRR and BART tracks. Construct conforms along Alvarado-Niles Road and modify traffic signal.

Segment 3: 7th Street to 11th Street

Construct QLP from 7th Street to 11th Street. Construct cement deep soil mix interior walls, retaining walls and grade separation structure between QLP and UPRR (Niles Subdivision) including railroad shoofly. Construct cement deep mix protection slap and pump station with drainage facilities Extend 11th Street and install a new traffic signal at QLP/11th Street.

Segment 4: 11th Street to Alvarado-Niles Road

Construct QLP from 11th Street to Alvarado-Niles Road. Construct cement deep soil mix interior walls, retaining walls and grade separations between QLP and BART, and QLP and UPRR (Oakland Subdivision) including BART track shoofly/bus bridge and UPRR railroad shoofly. Complete the pump station system. Construct conforms along Alvarado-Niles Road and modify traffic signal.

Segment 5: Alameda Creek to Paseo Padre Parkway

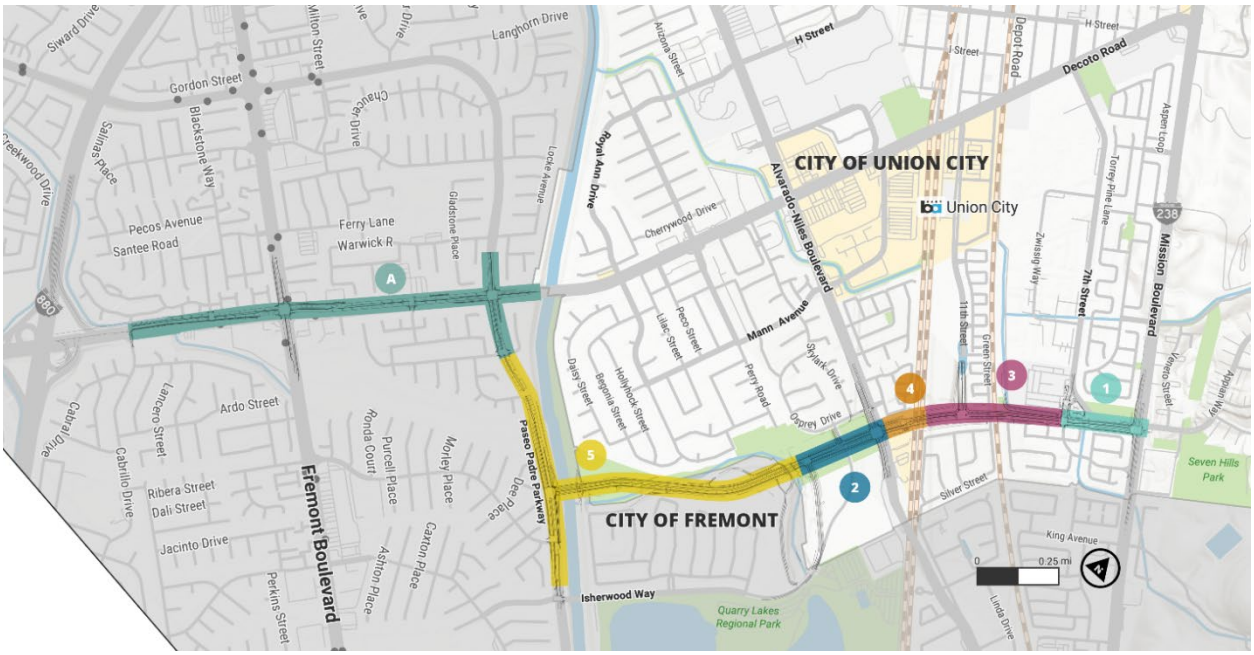
Construct QLP from Alameda Creek to Paseo Padre Parkway. Construct two bridges over Old Alameda Creek and one bridge over the Alameda Creek Flood Control channel. At each end of the Alameda Creek Flood Control Channel bridge, connect the new QLP Class I path to both existing Alameda Creek Trails, paved trail, and unpaved paths. Modify Old Alameda Creek outfall structure into Flood Control Channel and construct bioretention basins. Construct retaining walls, soundwalls next to residential neighborhoods. Construct conforms along Paseo Padre Parkway and a multi-use path from Isherwood Way/Quarry Lakes Drive to an existing trail adjacent to Paseo Padre Parkway. Modify Paseo Padre Parkway from Decoto Road to Isherwood Drive with Class IV bikes lane and revised medians and sidewalk. Install new traffic signals along Paseo Padre Parkway at Wydham Drive/Waugh-Place, Quarry Lakes Parkway and Tamayo Drive. Modify traffic signal at Isherwood Drive.

Segment 6: Decoto Road from Paseo Padre Parkway to I-880 (City of Fremont)

Construct Improvements along Decoto Road from Paseo Padre Parkway to I-880. Construct conforms along Paseo Padre Parkway and Decoto Road (northeast of Paseo Padre Parkway and at I-880).

Project Limits

The PROJECT limits are from Mission Boulevard (State Route 238) near the existing intersection with Appian Way to Decoto Road at I-880. The PROJECT limits include the conforms along existing roadways that intersect the new roadway.



REVISED APPENDIX A-2

PROJECT SCOPE DETAIL BY PHASE

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are available to reimburse eligible project costs in accordance with applicable policies and procedures adopted with the current version of the ALAMEDA CTC Comprehensive Investment Plan (CIP) to support the project phase(s) identified and described below:

Final Design (Plans, Specifications and Estimates – PS&E)

The Final Design (PS&E) Phase includes detailed design for Segment 1 and Segment 2 of the PROJECT and preparation of final plans, specifications and estimates including updating engineering/technical reports to be used as the basis for construction contract documents for Segment 1 and Segment 2. The design activities shall include all work necessary to coordinate with other transit and local agencies, regulatory agencies, utilities, adjacent developers, railroad company and other organizations to secure approvals required to initiate the construction phases of Segment 1 and Segment 2. The design activities shall also include determining the right of way requirements for Segment 1 and Segment 2 to be used as the basis of securing the necessary rights of way, permits and agreements for the roadway in Segment 1 and Segment 2.

The expected deliverables for the final design phases of Segment 1 and Segment 2 are sets of construction-ready plans, specifications and estimates: one for each segment.

APPENDIX A-3

PROJECT MILESTONE SCHEDULE

Quarry Lakes Parkway Segment 1 Phase/Milestone	**Begin (Mo/Yr)**	**End (Mo/Yr)**
Preliminary Engineering/Environmental Studies	2007	2009
CEQA Approval	NA	April 2009
NEPA Approval	NA	NA
Final Design (Plans, Specifications and Estimate (PS&E))	Jan. 2022	Dec. 2026
Right-of-Way Acquisition	Jan. 2022	Dec. 2026
Right of Way Certification	NA	Dec. 2026
Construction	Jan. 2027	Dec. 2029
Release Request for Proposal / Advertisement	Jan. 2027	June 2027
Contract Award	NA	June 2027
Contract Acceptance	NA	Dec. 2029
Project Closeout	Jan. 2030	June 2030

Quarry Lakes Parkway Segment 2 Phase/Milestone	**Begin (Mo/Yr)**	**End (Mo/Yr)**
Preliminary Engineering/Environmental Studies	2007	2009
CEQA Approval	NA	April 2009
NEPA Approval	NA	NA
Final Design (Plans, Specifications and Estimate (PS&E))	Jan. 2022	June 2026
Right-of-Way Acquisition	Jan. 2022	June 2026
Right of Way Certification	NA	June 2026
Construction	July 2026	Dec. 2028
Release Request for Proposal / Advertisement	July 2026	Dec. 2026
Contract Award	N/A	Dec. 2026
Contract Acceptance	NA	Dec. 2028
Project Closeout	Jan. 2029	June 2029

REVISED 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.

East West Connector /Quarry Lakes Parkway Project Cost/Funding Total (All Six Segments)				
PHASE	**Alameda CTC Administered Funds 1986 MB**	**Alameda CTC Administered Funds CMA TIP**	**TBD**	**Total Funding (Note 1)**
Final Design (PS&E)	$ 34,896,191	$ 0	$ 0	**$ 34,896,191**
Right-of-Way	$ 23,100,000	$ 0	$ 0	**$ 23,100,000**
Construction	$ 12,100,000	$ 14,300,000	$ 178,800,000	**$ 205,200,000**
Construction Support	$ 3,700,000	$ 0	$ 26,100,000	**$ 29,800,000**
Total Project Amounts	**$ 73,796,191**	**$ 14,300,000**	**$ 204,900,000**	**$ 292,996,191**

Notes:
1) Total Funding amount shown should equal the total estimated cost for the phase (use TBD funding column to balance Total Funding amounts with total costs).

East West Connector /Quarry Lakes Parkway Project (Segment 1) Cost/Funding Totals				
PHASE	**Alameda CTC Administered Funds 1986 MB**	**Alameda CTC Administered Funds CMA TIP**	**TBD**	**Total Funding (Note 1)**
Final Design (PS&E)	$ 2,373,500	$ 0	$ 0	**$ 2,373,500**
Right-of-Way	$ 3,000,000	$ 0	$ 0	**$ 3,000,000**
Construction	$ 10,200,000	$ 0	$ 0	**$ 10,200,000**
Construction Support	$ 1,500,000	$ 0	$ 0	**$ 1,500,000**
Segment 1 Project Amounts	**$ 17,073,500**	**$ 0**	**$ 0**	**$ 17,073,500**

Notes:
1) Total Funding amount shown should equal the total estimated cost for the phase (use TBD funding column to balance Total Funding amounts with total costs).

East West Connector /Quarry Lakes Parkway Project (Segment 2) Cost/Funding Totals				
PHASE	**Alameda CTC Administered Funds 1986 MB**	**Alameda CTC Administered Funds CMA TIP**	**TBD**	**Total Funding (Note 1)**
Final Design (PS&E)	$ 6,622,691	$ 0	$ 0	**$ 6,622,691**
Right-of-Way	$ 1,200,000	$ 0	$ 0	**$ 1,200,000**
Construction	$ 14,700,000	$ 0	$ 0	**$ 14,700,000**
Construction Support	$ 2,200,000	$ 0	$ 0	**$ 2,200,000**
Segment 1 Project Amounts	**$ 24,722,691**	**$ 0**	**$ 0**	**$ 24,722,691**

Notes:
1) Total Funding amount shown should equal the total estimated cost for the phase (use TBD funding column to balance Total Funding amounts with total costs).

REVISED 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:

PROJECT FUNDING SUMMARY BY PHASE AND REIMBURSEMENT RATIO				
PHASE	**Alameda CTC Administered Funds 1986 MB**	**Matching Funds**	**Total Funding**	**Reimbursement Ratio Percentage**
Final Design (Segment 1)	$ 2,373,500	$ 0	**$ 2,373,500**	**100%**
Final Design (Segment 2)	$ 6,622,691	$ 0	**$ 6,622,691**	**100%**
Total Funding	**$ 8,996,191**	**$ 0**	**$ 8,996,191**	

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.

REVISED 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.

PHASE COST DETAIL			
Segment 1 Final Design (PS&E)	**1986 MB**	**Matching Funds**	**Total Cost**
Sponsor Staff/Labor Cost	$ 0	$ 0	**$ 0**
Contract(s)/Other Direct Cost	$ 2,373,500	$ 0	**$ 2,373,500**
Total Phase Cost *(Staff + Contract Costs)*	**$ 2,373,500**	**$ 0**	**$ 2,373,500**

Notes:
1) Contracts funded wholly or in part by Measure B, Measure BB, and/or Vehicle Registration Fee funds administered by ALAMEDA CTC are required to comply with Alameda CTC's Local Business Contract Equity Program (refer to Appendix D).

PHASE COST DETAIL			
Segment 2 Final Design (PS&E)	**1986 MB**	**Matching Funds**	**Total Cost**
Sponsor Staff/Labor Cost	$ 0	$ 0	**$ 0**
Contract(s)/Other Direct Cost	$ 6,622,691	$ 0	**$ 6,622,691**
Total Phase Cost *(Staff + Contract Costs)*	**$ 6,622,691**	**$ 0**	**$ 6,622,691**

Notes:
1) Contracts funded wholly or in part by Measure B, Measure BB, and/or Vehicle Registration Fee funds administered by ALAMEDA CTC are required to comply with Alameda CTC's Local Business Contract Equity Program (refer to Appendix D).

APPENDIX A-7

PERMITS/AGREEMENTS/COORDINATING AGENCIES

A list of permitting agencies required agreements and coordinating agencies is included in this appendix.

PROJECT SPONSOR shall obtain all local, state, and federal permits and approvals for work, including environmental approvals in accordance with the National Environment Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as applicable. PROJECT SPONSOR will comply with all applicable state and federal laws and regulations.

PERMITS:

- USACE 404 – Wetlands
- CF & G 1602 – Streambed Alteration
- RWQCB 401 – Water Quality
- USF & WS Section 7 – Endangered Species
- NMFX Section 7 – Endangered Species
- SHPO Section 106 – Historic Preservation
- Caltrans- Encroachment Permit

AGREEMENTS:

- BART – Design Agreement executed; Construction Agreement still necessary
- UPRR – C&M Agreement still necessary
- Verizon/Sprint – Design Agreement still necessary
- Alameda County Public Works Agency - Maintenance Agreement (Line M Channel)
- Alameda County Water District -Maintenance Agreement (Niles Cone Aquifer)

COORDINATING AGENCIES:

- Alameda County Flood Control & Water Conservation District (ACFC&WCD)
- California Department of Transportation (Caltrans)
- Alameda County Water District (ACWD)
- Utilities (PG&E, Union Sanitary District, AT&T, Comcast and Verizon)
- Alameda County Transportation Commission (ALAMEDA CTC)
- City of Fremont (Fremont)
- AC Transit

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.

Fund Source	Fund Subset	Phase	Commission Approval Date	Allowable Start Date	Expenditure Deadline Date	Obligated Amount
1986 MB	MB226	Final Design (PS&E) Segment 1	11/19/20	05/01/21	12/31/26	**$ 2,000,000**
1986 MB	MB226	Final Design (PS&E) Segment 1	12/5/24	05/01/21	12/31/26	**$ 373,500**
1986 MB	MB226	Final Design (PS&E) Segment 2	11/19/20	05/01/21	12/31/26	**$ 2,200,000**
1986 MB	MB226	Final Design (PS&E) Segment 2	12/5/24	05/01/21	12/31/26	**$ 427,691**
1986 MB	MB226	Final Design (PS&E) Segment 2	05/22/25	05/01/21	12/31/26	**$ 3,995,000**
Total Alameda CTC Administered Funds Obligated by AGREEMENT:						**$ 8,996,191**

Agreement Expiration Date:	**June 30, 2027**

Notes:

1. ALAMEDA CTC reimbursement amounts by fund source for PROJECT shall not exceed the total amount obligated by this AGREEMENT, by fund source.
2. The Commission Approval Date is the date of the meeting at which the Commission approved the allocation.
3. 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.
4. 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.
5. The Agreement Expiration Date shall mean and refer to the expiration date of this AGREEMENT.
6. 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.
7. 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.

REVISED APPENDIX B (CONT.)

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

TABLE B-2
ALAMEDA CTC ADMINISTERED FUNDS
REIMBURSEMENT - DRAWDOWN LIMITATION SCHEDULE

No.	Fiscal Year	Quarter	Fund Source	Drawdown Limitation Amount	Cumulative Drawdown Limitation Amount
1	2023/2024	4	1986 MB	$ 3,000,000	$ 3,000,000
2	2024/2025	1	1986 MB	$ 500,000	$ 3,500,000
3	2024/2025	2	1986 MB	$ 500,000	$ 4,000,000
4	2024/2025	3	1986 MB	$ 500,000	$ 4,500,000
5	2024/2025	4	1986 MB	$ 501,191	$ 5,001,191
6	2025/2026	1	1986 MB	$ 999,000	$ 6,000,191
7	2025/2026	2	1986 MB	$ 999,000	$ 6,999,191
8	2025/2026	3	1986 MB	$ 999,000	$ 7,998,191
9	2025/2026	4	1986 MB	$ 998,000	$ 8,996,191

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".

REQUEST FOR REIMBURSEMENT AND PROGRESS REPORTING FREQUENCY AND DUE DATES			
Frequency Required *(as checked)*	**Minimum Frequency**	**Period Covered**	**Due Dates**
☐	Monthly *(once every month)*	One month	By 30 days following the end of billed activity
☒	Quarterly *(once every 3 months)*	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 31st By January 31st By April 30th By July 31st
☐	Semi-annually *(once every 6 months)*	Quarters 1 & 2: 7/1 – 12/31 Quarters 3 & 4: 1/1 – 6/30	By January 31st By July 31st
☐	Annually *(TFCA Annual Report)*	Fiscal Year: 7/1 – 6/30	By July 31st
☒	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
  Phone: (510) 208-7472

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.

No.	Description	Due Date to Alameda CTC
1	Quarterly Progress Reports	Quarterly (See Appendix C)
2	Local Business Contract Equity Program Reporting	Semi-Annually (See Appendix D)
3	Segment 1 Draft Plans, Specifications and Estimate (65%)	June 2025
4	Segment 2 Draft Plans, Specifications and Estimate (65%)	October 2024
6	Segment 1 Final Plans, Specifications and Estimate	December 2026
7	Segment 2 Final Plans, Specifications and Estimate	June 2026
8	Final Invoice	By the Agreement Expiration Date
9	Final Report	By the Agreement Expiration Date

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.

Project Performance Measures and Targets	
Performance Measure	**Target**
Not Applicable	Not Applicable

Quarry Lakes Parkway- Permit Requirements

- Corps Section 404 Clean Water Act for Phases 1-4
  - Basin 2C
  - Line M Det
  - Old Alameda Creek outfalls
  - Old Alameda Creek restoration (if fill involved)
- Consultation with U.S. Fish and Wildlife Service (Section 7) re: California red-legged frog and California tiger salamander
- Consultation with State Historic Preservation Officer (Section 106)
- California Department of Fish & Wildlife – Section 1602 Streambed Alteration Agreement Documentation (Line M and Old Alameda Creek)
- California Department of Fish & Wildlife – Section 2081 Incidental Take Permit (California Tiger Salamander)
- Regional Water Quality Control Board – Section 401 Water Quality Certification/Waste Discharge Requirements (Basin 2C, Line M, New Basin and Old Alameda Creek)
- SF Bay Area Air Quality Management District Demolition Permit (Silva farmhouse complex)

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH MARK THOMAS & COMPANY, INC., IN THE AMOUNT OF $2,988,000, FOR A TOTAL CONTRACT AMOUNT OF $7,989,191, FOR THE FINAL DESIGN OF PHASE (SEGMENT) 2 FOR THE QUARRY LAKES PARKWAY (EAST WEST CONNECTOR) PROJECT, CITY PROJECT NO. 18-04

WHEREAS, the Alameda County Transportation Commission (Alameda CTC) approved the request from the City of Union City to be the project sponsor for the remaining phases of the I-880 to Mission Boulevard/East West Connector Project and to update the project description eligible for the remaining commitment from the 1986 Measure B Transportation Expenditure Plan to reflect the Quarry Lakes Parkway Project; and

WHEREAS, on February 12, 2019, the City Council adopted Resolution No. 5444-19, which authorized renaming the I-880 to Mission Boulevard/East West Connector Project to the Quarry Lakes Parkway Project (Project); and

WHEREAS, the City Council has identified in the Strategic Plan Goal C, Strategy 2: Facilitate the build out of the greater Station District Area through the construction of the Quarry Lakes Parkway, completion of the pedestrian rail crossing, and implementing the recommendations of the Southern Alameda County Regional Rail Integration Study to make the Station District a passenger rail hub served by ACE; and

WHEREAS, the Project consists of Quarry Lakes Parkway (QLP) in Union City and Decoto Road Compete Streets Project in Fremont, which will be implemented by the City of Fremont; and

WHEREAS, QLP in Union City consists of Phase 1: 7th Street Connection, Phase 2: Gateway Connection, Phase 3: 11th Street Connection and Phase 4: Grade Separations and Alvarado-Niles Connection. Phase 5: Paseo Padre Parkway and Bike Trail Connection is in both the cities of Union City and Fremont; and

WHEREAS, the remaining commitment of 1986 Measure B funding available for the QLP is approximately $69 Million; and

WHEREAS, the current cost estimate for the QLP and Decoto Road Complete Streets is approximately $288 million and the cost estimate of QLP Phases 1-4 is approximately $208 million; and

WHEREAS, on November 19, 2020, the Alameda CTC adopted Resolution No. 20-013, which included approval for the use of 1986 Measure B and 2014 Measure BB funding on individual sub-projects or project phases of the QLP, which are fully funded; and

WHEREAS, on March 9, 2021, the City Council adopted Resolution Nos. 5720-21 and 5721-21, authorizing commitments of Measure BB TEP 21, Dumbarton Corridor Improvement funds of $40 million and TEP 22, Union City Intermodal District funds of $72 million to the Quarry Lakes Parkway Project for Phases 3 and Phase 4; and

WHEREAS, on June 24, 2021, the California Transportation Commission (CTC) approved the conveyance of excess Caltrans parcels (originally reserved for Route 84) appraised at $86 Million to the City of Union City and the City is now responsible for selecting a residential developer; and

WHEREAS, the $86.0 million from the sale of the Caltrans parcels for residential development will fund the Local Agency Transportation Improvement Program (LATIP) with estimated LATIP obligations of about $58.2 million to Quarry Lakes Parkway ($41.8 million) and Decoto Road Complete Streets ($16.4 million); and

WHEREAS, on October 12, 2021, the City Council adopted Resolution No. 5841-21 accepting $4.2 million from the Alameda CTC Project Funding Agreement No. A22-0053 for Final Design Services of Phases (Segments) 1 and 2 for Quarry Lakes Parkway (East West Connector), City Project No. 18-04; and

WHEREAS, the Alameda CTC Project Funding Agreement No. A22-0053 for Phases (Segments) 1 and 2 for Quarry Lakes Parkway (East West Connector), City Project No. 18-04, for Final Design Phase included an expiration date of December 31, 2023; and

WHEREAS, on January 11, 2022, the City Council adopted Resolution No. 5878-22, authorizing the City Manager to Execute a Consulting Services Agreement, C5833, with Mark Thomas & Company, Inc. (“Consultant”), for the Preliminary Engineering (30% Final Design) of Phases (Segments) 1 and 2 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04, in the amount of $1,200,000; and

WHEREAS, the Preliminary Design effort was focused on the conditions of Alameda CTC Resolution No. 20-013, including: 1) redesigning the Quarry Lakes Parkway to meet NACTO and Caltrans Complete Streets Policies; 2) employing design features for future transit; 3) holding quarterly public meetings to update the bicycle, pedestrian and transit advocates through the City’s Bicycle and Pedestrian Advisory Committee (BPAC) and the City Council meetings for public input and comments; and, 4) convening meetings with the City of Fremont and AC Transit for the potential design of a transit priority lane along Decoto Road between Dumbarton Bridge and Mission Boulevard; and

WHEREAS, Union City has led the effort to develop a full funding plan for implementation of Quarry Lakes Parkway, Phases 1-4, and submitted all funding documentation to Alameda CTC staff for their records. This includes all City Council approval actions for: 1) Measure 2014 TEP 21, Dumbarton Corridor Funds of $40 million; 2) TEP 22, Intermodal Station funds of $72 million; and, 3) the California Transportation Commission (CTC) approval action for the LATIP funds of $41.8 million; and

WHEREAS, Union City staff has received letters from Alameda CTC in 2022 and 2023 providing clarification and direction on the full funding plan for Quarry Lakes Parkway, Phases 1-4, and the City has provided a response to their letters through emails, phone conversations, letters, and meetings; and

WHEREAS, on September 20, 2022, at the Bicycle and Pedestrian Advisory Committee (BPAC) meeting, Mark Thomas presented the proposed roadway drainage strategy and design including the opportunity to revitalize and restore biological resources within Old Alameda Creek and create trail networks connecting Arroyo Park in Union City to Quarry Lakes Regional Park and the proposed Isherwood Park in Fremont. The BPAC members and the public expressed their support for the proposed trail network system along the creek, connecting existing and proposed parks in Union City and Fremont and revitalizing Old Alameda Creek; and

WHEREAS, on November 22, 2022, the City Council adopted Resolution No. 6045-22, authorizing the City Manager to execute Amendment No. 1 to the Consulting Services Agreement, C5833b, with Mark Thomas & Company, Inc. for the Final Design of Phases (Segments) 1 and 2 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04, in the amount of $3,000,000, totaling $4,200,000, from the 2022 Alameda CTC Project Funding Agreement No. A22-0053 grant; and

WHEREAS, at the same meeting, the City Council adopted Resolution No. 6046-22, authorizing the City Manager to execute a Consulting Services Agreement, C5933, with Mark Thomas & Company, Inc. for the Preliminary Engineering (30% Final Design) of Phases (Segments) 3 and 4 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04, in the amount of $2,087,600 and appropriating $208,760 from the unused balance of SB-1 Funds; and

WHEREAS, the Preliminary Engineering (30% Final Design) of Phases (Segments) 3 and 4 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04, was funded with $1,878,840 from the 2018 Alameda CTC Project Funding Agreement No. A18-0046 grant; and

WHEREAS, updated 30% Plans of Quarry Lakes Parkway, Phase 3 (11th Street Connection) and Phase 4 (Alvarado-Niles Connection) are essential for developing and revising the Cost Estimates for Phases 1-4; and

WHEREAS, Quarry Lakes Parkway's profile is a depressed four-lane roadway that includes a Union Pacific Niles Subdivision Grade Separation Underpass Structure in Phase 3 and a BART Grade Separation and Union Pacific Oakland Subdivision Grade Separation Underpass Structures in Phase 4, and a kick-off coordinating meeting was held with Union Pacific (UP) on December 20, 2022, and with BART on January 19, 2023; and

WHEREAS, on December 21, 2022, the Consultant completed the 35% Design for Quarry Lakes Parkway, Phases 1 and 2, that included Plans and Preliminary Engineering Reports (Drainage, Geotechnical Design, Hazardous Materials, Stormwater Management, Pump Station Memo, and Lighting and Landscape Concept) and submitted them to outside agencies and utilities for their review and comments; and

WHEREAS, on June 30, 2023, Alameda CTC and Union City executed Amendment No. 1 to Project Funding Agreement No. A18-0046 for Quarry Lakes Parkway (East West Connector), City Project No. 18-04, to revise the project schedule and deliverable due dates, and to extend the expiration date to June 30, 2024; and

WHEREAS, the Quarry Lakes Parkway, Phases 3 and 4 (Grade Separation Underpass Structures), Plans and Cost Estimate has been updated to meet the latest structure and seismic design criteria required by Caltrans, Union Pacific and BART, and on July 2023, the Consultant submitted 35% Plans to the City, Union Pacific and BART for their review and comments; and

WHEREAS, the Union Pacific Railroad Public Projects Manual, dated July 30, 2021, Section 5, Grade Separation Projects now states the UPRR does not allow Underpass Grade Separation Structures and additional specific justification for an Underpass Grade Separation structure will be required; and

WHEREAS, in July 2023, the Project Team prepared a UPRR Design Variance Request Report explaining and justifying the planned Underpass Grade Separation Structures at Oakland Subdivision (Phase 4) and the Niles Subdivision (Phase 3) and submitted it to Union Pacific Railroad for their review, receiving their conditional concurrence in September 2023; and

WHEREAS, on August 29, 2023, Union City staff, along with Mark Thomas and their subconsultants (Project Consultant Team), met with Alameda CTC staff to provide a project update for Quarry Lakes Parkway, Phases 1-4, including the Complete Streets design, the engineering design reports updates (Drainage, Hydromodification and Mitigation), the Resources Agencies permit process, and revised Cost Estimates; and

WHEREAS, on October 17, 2023, Union City and Alameda CTC executed Amendment No. 1 to Project Funding Agreement No. A22-0053 for Phases (Segments) 1 and 2 for Quarry Lakes Parkway (East West Connector), City Project No. 18-04, to revise the project schedule and deliverable due dates, and to extend the expiration date to December 31, 2024; and

WHEREAS, on November 21, 2023, the Consultant submitted the Quarry Lakes Parkway, Phase 2 65% Plans along with updated Engineering Reports (Drainage, Geotechnical Design, Stormwater Management and Hydromodification and Pump Station Memo) to outside agencies and utilities for their review and comments; and

WHEREAS, on December 19, 2023, the City of Union City entered into a Second Amendment, C5833c, with Mark Thomas & Company, Inc., for the Final Design of Phases (Segments) 1 and 2 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04, to extend the term of the agreement to June 30, 2025; and

WHEREAS, in February 2024, based on the updated plans for Quarry Lakes Parkway, Phases 1-4, Union City staff and the Project Consultant Team submitted updated draft Cost Estimates to Alameda CTC for their initial review; and
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WHEREAS, Quarry Lakes Parkway, Phases 1-4 Cost Estimates have increased from East West Connector cost estimates because the previous project plans from 2011 were outdated and the project component costs did not include an approved stormwater management design (roadway drainage, water quality treatment, hydromodification and Line M overflow system), the proposed Line M Flood Control Channel realignment design (channel section and layout), and environmental mitigation strategies required by Alameda County Water District, Alameda County Flood Control District, San Francisco Regional Water Quality Control Board, and other regulatory agencies; and

WHEREAS, the modernized Quarry Lakes Parkway, Phases 1-4 design has contributed to the increase in the cost estimates because:

1) The roadway geometrics, street sections, and profile have been re-designed and updated to meet Caltrans' Complete Streets design guidelines and multimodal policies, including a separate Class I multi-use trail, buffered on-street bike lanes, protected intersections, future far-side transit stops, and enhanced street lighting for all modes. The designs and project updates have been presented at the BPAC meetings and other interested parties, and bike advocates have been invited for public comment and project input;
2) The underpass structures, retaining walls, and concrete slab protection over the existing aquifer have been re-designed to meet current structural and seismic design criteria along with BART and Union Pacific design requirements; and

WHEREAS, Alameda CTC staff prepared letters and emails to Union City staff in 2024 requesting additional information and details on the revised cost estimates, with discussion on usable segments and allowable costs of various scope elements, and the Project Consultant Team and City staff have provided the requested information through letters, emails, and meetings; and

WHEREAS, the 2018 Alameda CTC PFA No. A18-0046 expired on June 30, 2024 with $801,191 remaining in the grant, and the 2020 Alameda CTC PFA No. A22-0053 was scheduled to expire on December 31, 2024; and

WHEREAS, on June 26, 2024, the Metropolitan Transportation Commission (MTC) approved MTC Resolution No. 4411, approving the programming of Regional Measure 3, Dumbarton Corridor funds in the amount of $130 million to projects in the counties of San Mateo and Alameda, including $25 million for Quarry Lakes Parkway; and

WHEREAS, in September 2024, the Consultant submitted an updated Quarry Lakes Parkway, Phase 2 65% Plans and Engineer's Estimate to Alameda CTC along with updated engineering reports for review; and

WHEREAS, on October 24, 2024, a meeting was held with Alameda CTC and Union City staff to discuss the design status and the complexity of Quarry Lakes Parkway, Phases 1-4, along with a summary of the key design components. Components include the completed 35% Plans of Quarry Lakes Parkway, Phase 1 (7th Street Connection), the 65% Plans of Quarry Lakes Parkway, Phase 2 (Gateway Connection), and the Preliminary Engineering (30% Design) of Quarry Lakes Parkway, Phase 3 (11th Street

Connection), and Phase 4 (Alvarado-Niles Connection); and

WHEREAS, at the same meeting, the status of the current project funding agreements was discussed, including the disposition of the remaining grant funds and milestone schedules and Alameda CTC reaffirmed commitment to supporting project delivery of usable segments and reiterated the need for a complete 65% design and matching cost estimates to enable their staff to complete the required due diligence related to review of the project scope elements, cost estimates, and reasonableness of the funding plan; and

WHEREAS, at the same meeting, the city detailed the complexity of the environmental mitigation requirement and stated that the resource agencies led by the Regional Water Quality Control Board are requiring mitigation implementation of the Quarry Lakes Parkway, Phases (Segments) 1-4, before construction can begin on Phases (Segments) 1 and 2. The City explained, as part of the mitigation, the importance of constructing the "gravity flowing" Line M overflow pipe in Segment 1, collecting stormwater from the impacted wetlands (2c Basin and the Line M Detention Basin) and draining into Old Alameda Creek in Phase (Segment) 2; and

WHEREAS, on December 5, 2024, the Alameda CTC Commission approved Amendment No. 2 to the Project Funding Agreement No. A22-0053 for Phases (Segments) 1 and 2 of the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04, increasing the grant funding by $801,191 to complete QLP Phase 1 65% PS&E by transferring the remaining balance of $801,191 from the 2018 Alameda CTC East West Connector PFA No. A18-0046, and extending the expiration date to December 31, 2026, for a total PFA of $5,001,191; and

WHEREAS, on January 14, 2025, the City Council adopted Resolution No. 2025-006, authorizing the City Manager to execute Amendment No. 2 of the Alameda County Transportation Commission (Alameda CTC) Project Funding Agreement No. A22-0053, to accept an additional $801,191, for a total PFA amount of $5,001,191, for Final Design of Phases (Segments) 1 and 2 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04; and

WHEREAS, the increase of $801,191 to the Alameda CTC Quarry Lakes Parkway (East West Connector) PFA No. A22-0053 is from the remaining balance of the 2018 Alameda CTC East West Connector PFA No. A18-0046, which expired on June 30, 2024; and

WHEREAS, on February 11, 2025, the City Council adopted Resolution No. 2025-021, authorizing the City Manager to execute the Third Amendment to the Consulting Service Agreement with Mark Thomas & Company, Inc. in the amount of $801,191, for Final Design of Phases (Segments) 1 and 2 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04, for a total contract amount of $5,001,191, and

WHEREAS, on April 30, 2025, the Consultant completed the 65% Plans, Specifications and Estimate (PS&E) of Quarry Lakes Parkway, Phase 1 and submitted to the city and Alameda CTC, Alameda County Flood Control District, Alameda County Water District, Union Sanitary District, PG&E, other utilities and to Caltrans for their review

and written comments; and

WHEREAS, on May 22, 2025, the Alameda CTC Commission under Item 8.2 approved the 2026 Comprehensive Investment Plan, which authorizes the Commission to approve the following (**Exhibit A**):

1) Approve the 2026 Comprehensive Investment Plan (CIP), which incorporates:
   A. $60.16 million in new programming and allocation recommendations consisting of Measure B (MB), Measure BB (MBB), Vehicle License Fee (VRF), and Transportation Fund for the Clean Air (TFCA) funds,
   B. $32.09 million in previously approved programming actions occurring after the 2024 CIP Update was approved on May 23, 2024, and
   C. Technical adjustments to previously approved CIP funds, including $5.59 million in new allocations of previously programmed funds.
2) Authorize the Executive Director or designee to execute Project Funding Agreements (PFAs) for funding awarded and allocated through the 2026 CIP, and

WHEREAS, as stated in Exhibit A, 2026 Comprehensive Investment Plan, the report identifies new programming and allocation recommendation to advance delivery of projects and to actively leverage significant outside funding in the amount of $9.87 million, three (3) Alameda CTC-sponsored projects and Quarry Lakes Parkway were included (description for Quarry Lakes Parkway below):

"Quarry Lakes Parkway (QLP), Union City ($3.995 million, 1986 MB, for QLP, "Segment 2" Project). The QLP project is the last of the project from the 1986 Measure B Transportation Expenditure Plan (1986 MB TEP) with remaining allocated funds. In March 2018, the Commission approved the transfer of the project sponsorship for the I-880 to Mission Boulevard East West Connector Project from Alameda CTC to the City of Union City. The project funding at the time included approximately $89 million of 1986 Measure B funds, with $69 million remaining for future expenditure. The $3.995 million recommendation is for the design phase of the QLP, Segment 2 project and is conditioned as follows:

- *Commission policy, as reflected in the current CIP, allows for risk management strategies such as initial usable segments to address risks to full project implementation, including significant funding shortfalls. As applied to this recommendation, the Initial Usable Segment strategy is intended to allow for currently available funding to be put to use to provide some portion of the intended benefits of the overall, underfunded project while minimizing the amount of funding expended at risk on a project with a significant funding shortfall or other impediments to the implementation of the full project. The benefits of the Initial Usable Segment must be independent of the need to construct future segments of the overall project.*
- *The current staff recommendation is made with the understanding that the City needs to develop the design to a level of detail that identifies and supports the delivery of an Initial Usable Segment that is eligible for the 1986 MB funds. The expected deliverable for the recommended allocation for the design phase of Segment 2 is a set of construction-ready plans, specifications, and estimates for the Initial Usable Segment;" and*

WHEREAS, on June 24, 2025, the City Council adopted Resolution No. 2025-087, authorizing the City Manager to execute Amendment No. 3 of the Alameda County Transportation Commission (Alameda CTC) Project Funding Agreement No. A22-0053, to accept an additional $3,995,000, for a total PFA amount of $8,996,191, for Final Design of Phases (Segments) 1 and 2 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04; and

WHEREAS, these additional 1986 Measure B funds will provide the Consultant, Mark Thomas & Company, Inc., additional budget (Fourth Amendment) in the amount of $2,988,000 to complete the Final Plans, Specifications and Estimate (PS&E) for Quarry Lakes Parkway Phase 2; $250,000 for Construction Management firm to review the Final PS&E for constructability before advertisement; and the remaining budget of $757,000 for environmental mitigation permit and utility review fees, totaling $3,995,000.; and

WHEREAS, the Fourth Amendment to the Consulting Services Agreement with Mark Thomas & Company, Inc. will allow the Consultant to complete the Final Plans, Specifications and Engineers Estimate (PS&E) for Phase 2 of Quarry Lakes Parkway by updating the 65% PS&E by incorporating review comments received from the city, utility companies and regulatory agencies and to continue to secure environmental mitigation permit approval, see Phase 2 Title Sheet (**Exhibit B**); and

WHEREAS, the Fourth Amendment to the Consulting Services Agreement with Mark Thomas & Company, Inc., will also allow the Consultant coordinate with the residential developer of approximately 535 new residential units (25% affordable) on the former Caltrans property on development details such as new roadway alignment, the utility connections, the sidewalk connections, locations of new driveways, the intersections designs and traffic signals, the streetlights, trees, landscaping and irrigation and allow the City to update Caltrans on the anticipated schedule for the deposit of appraised value estimated over $86 million; and

WHEREAS, the Fourth Amendment to the Consulting Services Agreement with Mark Thomas & Company, Inc., for Final Design of Phase (Segment) 2 of the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04, in the amount of $2,988,000, will be funded with the Capital Projects Grants Fund (Account Number 41091804-57128).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby authorizes the City Manager to execute the Fourth Amendment to the Consulting Services Agreement with Mark Thomas & Company, Inc., in the amount for $2,988,000, for the Final Design of Phase (Segment) 2 for the Quarry Lakes Parkway (East West Connector) Project, City Project No. 18-04, for a total contract amount of $7,989,191.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments:

1. Exhibit A – Alameda CTC Item 8.2, Approve 2026 CIP (March 22, 2025)
2. Exhibit B – Quarry Lakes Parkway, Phase 2 (Title Sheet 65% Plans)

DATE:	May 15, 2025
TO:	Programs and Projects Committee
FROM:	Vivek Bhat, Senior Director of Programming and Projects Jacki Taylor, Assistant Director of Programming and Allocations Seon Joo Kim, Senior Program Analyst
SUBJECT:	Approve the 2026 Comprehensive Investment Plan

Recommendation

It is recommended the Commission approve the following actions:

1. Approve the 2026 Comprehensive Investment Plan (CIP), which incorporates:
   A. $60.16 million in new programming and allocation recommendations consisting of Measure B, Measure BB, Vehicle Registration Fee (VRF), and Transportation Fund for Clean Air (TFCA) funds,
   B. $32.09 million in previously approved programming actions occurring after the 2024 CIP Update was approved on May 23, 2024, and
   C. Technical adjustments to previously approved CIP funds, including $5.59 million in new allocations of previously programmed funds.
2. Authorize Executive Director or designee to execute Project Funding Agreements (PFAs) for funding awarded and allocated through the 2026 CIP.

Summary

Alameda CTC's CIP is a near-term strategic programming document through which fund sources administered by Alameda CTC (such as Measure B, Measure BB, VRF, and TFCA) are programmed, allocated, and documented. The CIP includes discretionary funding awarded by Alameda CTC, as well as funding allocations for named capital projects from Transportation Expenditure Plans, but does not include Direct Local Distribution funding. The CIP is updated annually to document any programming and allocations that occurred since its last approval; to capture new programming, allocations and technical adjustments; and to update CIP programming guidelines, policies and procedures. The

shift of the programming timeframe and the inclusion of new discretionary programming through an open call for projects are incorporated biennially.

As part of the biennial CIP process, the 2026 CIP shifts the five-year programming horizon to Fiscal Years (FYs) 2025-26 through 2029-30 and recommends the following components:

A. $60.16 million in new 2026 programming and allocation recommendations consisting of Measure B, Measure BB, VRF, and TFCA funds;
B. $32.09 million in previously approved programming actions occurring after the 2024 CIP Update was approved on May 23, 2024; and
C. Technical adjustments to previously approved funds, including $5.59 million in new allocations of previously programmed funds.

The combined total 2026 CIP includes programming of approximately $80.29 million over a five-year window, of which $65.43 million is allocated over the first two fiscal years.

Background

Alameda CTC's CIP is a near-term strategic programming document through which fund sources administered by Alameda CTC are consolidated and programmed through a single programming cycle.

The CIP's purpose is to strategically program available funds toward transportation investments that support the vision and goals of the Alameda CTC's Countywide Transportation Plan (CTP), multi-modal plans, and voter-approved transportation expenditure plans. It also supports other agency priorities and policies, as applicable and directed by the Commission, including Alameda CTC's Countywide Bikeways Network (CBN) and All Ages and Abilities Policy (AAA Policy). Alameda CTC adopts a new CIP with new discretionary programming every two years. Each year following a new CIP adoption, a "CIP update" is adopted to bring any "off-cycle" Commission programming actions and updates that occurred during the prior FY into the CIP document.

On May 23, 2024, the 2024 CIP Update was approved by the Commission, including approximately $73.3 million in new programming and allocations and capturing $128.8 million in previously approved programming actions occurring after the 2024 CIP was approved on May 25, 2023.

2026 CIP Development and Funding Recommendations

The 2026 CIP recommendations incorporate changes within three areas:

A. New Programming and Allocations Recommendations
B. Previously Approved Programming

C. General Technical Adjustments

A. New Programming and Allocation Recommendations - $60.16 Million

The 2026 CIP includes a new programming recommendation totaling $60.16 million. This consists of $50.29 million in new discretionary programming and $9.87 million of other new programming recommendations related to Commission approved priorities and named commitments identified within the Measure BB 2014 Transportation Expenditure Plan (TEP), as detailed below.

2026 CIP Call for Projects – Discretionary CIP Program ($60 million) and Three Major Trails (3MT) Grant Matching Program ($40 million)

On May 23, 2024, the Commission approved 2026 CIP Programming Guidelines and Project Selection Criteria to establish the programming process for an estimated $100 million of available capacity: $60 million of CIP Discretionary Program (from combined Alameda CTC-administered discretionary funding sources, including Measures B and BB, VRF, and TFCA) and $40 million of the 3MT Grant Matching Program (from Measure BB funds, TEP-42). Newly included in the 2026 CIP, the 3MT Grant Matching Program was intended to provide matching funds for successful external discretionary grant awards for projects that directly benefit one of the three major trails, as identified in the Measure BB TEP: Bay Trail, East Bay Greenway, or Iron Horse Trail. The Commission-approved 2026 CIP Guidelines included the following key points:

- Eligible project types included bicycle/pedestrian and complete streets, transit-capital, shuttle operations and technology. Eligible projects were to be consistent with the 2020 CTP, and eligible sponsors were to provide, at the time of the CIP application submittal, board-adopted resolutions of local support committing to comply with the 2026 CIP requirements, including fully funding the CIP-awarded phase and covering phase cost increases.
- The Commission-adopted project selection criteria include:
    - Project readiness, 40%
    - Needs and benefits, 50%:
        - General benefits, 15%
        - Access improvements / MTC or locally-defined Equity Priority Communities, 15%
        - Safety benefits, 10%
        - Safety benefits on the High Injury Network, 10%
    - Matching funds, 10%
- New for the 2026 CIP, funds available for bicycle facilities were prioritized toward projects on the adopted CBN. Additionally, bicycle projects that directly benefit the CBN are subject to Alameda CTC's AAA Policy, adopted in December 2022.

On July 26, 2024, Alameda CTC released the 2026 CIP Notice of Funding Opportunity and accepted applications between September 1 and October 31, 2024. The Notice was distributed to members of the Alameda County Technical Advisory Committee (ACTAC), including the 14 cities, the County, AC Transit, BART, LAVTA, Union City Transit, Port of Oakland, other regional agencies, and to subscribers to the ACTAC mailing list. The funding opportunity was also published in Alameda CTC's e-newsletter and social media accounts.

Numerous resources were provided to potential applicants, including but not limited to resources for confirming 2020 CTP consistency, CBN inclusion and AAA Policy consistency, priority area maps, and resources for how to demonstrate equitable project engagement. An application workshop was held on September 12, 2024, and staff were available throughout the application period to answer questions and for individual meetings with applicants to help identify candidate projects. Alameda CTC received 36 applications requesting approximately $50.34 million of the available $60 million for the CIP Discretionary Program and two applications requesting $8.4 million of the available $40 million for the 3MT Grant Matching Program.

All applications were screened for consistency with the 2020 CTP. The applications were grouped within designated discretionary categories for bicycle/pedestrian, technology, transit-capital, and shuttle operations, and separately for the 3MT Grant Matching Program. Applications were then evaluated against the Commission-approved CIP selection criteria and the eligibility requirements of the available funding sources, and for consistency with CIP policies and guidelines. For bikeway projects, Alameda CTC Programming and Planning staff coordinated to confirm which of the submitted projects are on the CBN and, as such, subject to the AAA Policy, which requires projects that directly benefit the CBN to meet a set of design expectations, including National Association of City Transportation Officials AAA design standards. Additionally, Programming and Planning staff coordinated to provide feedback to applicants regarding areas where the proposed project design could be improved to increase safety outcomes and/or alignment with the AAA Policy. The recommended 2026 CIP program of projects includes a mix of modes and project phases (i.e. environmental, design, construction, and program and shuttle operations) and reflects alignment with the Commission-approved guidelines.

For the oversubscribed bicycle/pedestrian category, most of the recommended projects are on the CBN, within multiple priority areas, and include multimodal, complete streets elements. For these projects, staff maximized the recommendations to the extent possible by recommending a mix of eligible funding sources. For the transit category, a number of projects submitted were for general operations and facility maintenance and did not align well with the Commission's priorities in the guidelines or funding sources available. Alameda CTC staff will continue to work with transit

operators to identify their capital needs that align with CIP priorities well ahead of the next CIP cycle and consider ways to better align future CIP guidelines with identified transit needs. The 3MT category was a new approach the Commission took to try to encourage the securing of external funds. Staff will evaluate potential changes in future CIPs based on feedback from this cycle. The 2026 CIP recommendations maximize the use of the available TFCA and MBB technology funds to help preserve transit funds for the next CIP cycle. In addition, all funding requests for shuttles are included in the staff recommendation.

Attachments A-1 through A-4 summarize the recommendations for the CIP Discretionary and 3MT Grant Matching programs, as follows:

- For a list of the overall ranking of project applications within each category and the recommended amounts, refer to Attachment A-1: Discretionary Program Recommendations, Ranked by Category.
- For a list of projects and project phases not recommended for funding, refer to Attachment A-2: Discretionary Program – Projects Not Recommended.
- For a list of the recommendations sorted by Sponsor, with CIP details, such as phase(s), fund source(s) and assigned CIP ID, refer to Attachment A-3: Discretionary Program - New Programming and Allocations.
- For a summary of TFCA recommendations and technical adjustments, refer to Attachment A-4: FYs 2024-25 and 2025-26 TFCA Program Summaries.

Other New Programming ($9.87 Million)

Additionally, the 2026 CIP includes other new programming recommendations to advance the delivery of projects and programs, including those identified as specifically-named projects in the 1986 and/or 2014 Transportation Expenditure Plans or projects and programs that are implemented directly by Alameda CTC to advance the agency's priorities and actively leverage significant outside funding. These items are detailed in Attachment A-5: Other New Programming:

- Countywide Transportation Demand Management (TDM) Program, Alameda CTC ($0.42 million, TFCA). This TFCA funding completes the funding actions needed for FY 2026-27 operations, the 3rd year of the current TDM contract, to continue Guaranteed Ride Home, iBike and other alternative mode information and incentive campaigns, and bike safety education classes.
- San Pablo Avenue Safety Enhancements, Alameda CTC ($1.63 million, Measure BB, TEP-26). The added funds provide resources to complete the Plans, Specifications and Estimate package to allow the Project to leverage $25 million in federal and state funds and allow Caltrans to utilize $5 million of State Highway Operation and Protection Program funds. These fund sources are currently programmed for the Construction phase, which is scheduled to begin late summer/early fall 2026.

- Rail Safety Enhancement Program (RSEP), Alameda CTC ($3.83 million, Measure BB, TEP-23). The added funds provide resources related to the implementation of Construction Management/General Contractor procedures, which aim to reduce risks that increase construction costs, accelerate construction bidding timelines, and select contractors based on qualifications instead of low-bid. Additionally, the funds provide the needed resources for utility companies to develop their Plans, Specification and Estimate for relocation of their facilities in Union Pacific right of way that are in conflict with RSEP-A improvements.
- Quarry Lakes Parkway (QLP), Union City ($3.995 million, 1986 MB, for QLP "Segment 2" Project). The QLP project is the last project from the 1986 Measure B Transportation Expenditure Plan (1986 MB TEP) with remaining unallocated funds. In March 2018, the Commission approved the transfer of project sponsorship for the I-880 to Mission Boulevard East-Connector Project from Alameda CTC to the City of Union City. The project funding at the time included approximately $89 million of 1986 Measure B funds with $69 million remaining for future expenditure. The $3.995 million recommendation is for the design phase of the QLP Segment 2 project and is conditioned as follows:
    - Commission policy as reflected in the current CIP allows for risk management strategies such as initial usable segments to address risks to full project implementation, including significant funding shortfalls. As applied to this recommendation, the Initial Usable Segment strategy is intended to allow for currently available funding to be put to use to provide some portion of the intended benefits of the overall, underfunded project while minimizing the amount of funding expended at risk on a project with a significant funding shortfall or other impediments to the implementation of the full project. The benefits of the Initial Usable Segment must be independent of the need to construct future segments of the overall project.
    - The current staff recommendation is made with the understanding that the City needs to develop the design to a level of detail that identifies and supports the delivery of an Initial Usable Segment that is eligible for the 1986 MB funds. The expected deliverable for the recommended allocation for the design phase of Segment 2 is a set of construction-ready plans, specifications and estimates for the Initial Usable Segment.

B. Previously Approved Programming - $32.09 Million

Since the approval of the May 2024 CIP Update, the Commission approved a total of $32.09 million in programming to projects, which are to be incorporated into the 2026 CIP document. Examples include: Alameda CTC's Oakland Alameda Access Project, I-580/I-680 Interchange Safety Improvements, and East Bay Greenway Multimodal Phase 1, North Segment projects; the Port of Oakland's Next Generation Fuel Cell Electric Top Loader and Wet-Hose Mobile Refueler; and the FY 2024-25 TFCA

program of projects. These previously approved programming actions are included in Attachment B: Previously Approved Programming.

C. General Technical Adjustments

The 2026 CIP includes technical changes to the existing programming and allocations to reflect two main categories of changes.

1. *Programming to Allocations*: Funds previously programmed in FYs 2025-26 or 2026-27 through the 2024 CIP update are now eligible for an allocation, since the CIP five-year programming horizon has shifted by two FYs for the 2026 CIP and includes FYs 2025-26 and 2026-27 as the new allocation years. A total of $5.59 million is recommended to be converted from previously programmed to new allocations. The programming to allocation conversions include funding for transit operations and capital improvements ready to continue with the next fiscal year or phase of implementation. The programming to allocation conversion does not change the previously approved programmed funds. Rather, the allocation enables Alameda CTC to encumber the funds and enter into a funding agreement with the project sponsors. Refer to Attachment C-1: Programming to Allocations.

2. *General Technical Adjustments*: These adjustments to the CIP programming record reflect fund source changes and exchanges, phase allocation shifts, corrections of errors/typos, and deallocation of balances from completed projects. Refer to Attachment C-2: General Technical Adjustments.

In summary, the combined 2026 CIP recommendation includes $80.29 million in programming over FYs 2025-26 through 2029-30, with $65.43 million in allocations. The detailed itemization of all updates to the previously approved 2024 CIP Update is shown in Attachment D: Programming and Allocation Adjustments to previously approved 2024 CIP Update.

The formal record for the 2026 CIP, which incorporates the programming and allocation recommendations and adjustments described within this report, by fund source, phase and fiscal year, is shown in Attachment E: 2026 CIP Programming and Allocations.

Staff recommends the Commission approve the 2026 CIP programming and allocation actions described herein and authorize the Executive Director or designee to execute PFAs related to CIP allocation recommendations.

Next Steps

Upon approval of the programming and allocations contained within the 2026 CIP, Alameda CTC will enter into PFAs with project sponsors receiving the allocated 2026

CIP funding. The effective date of the allocations will be no earlier than July 1st of the 2026 CIP-identified allocation year.

In cases where proposed amounts by fund source identified in the 2026 CIP are required to be revised ahead of a funding agreement (e.g., TFCA amounts are adjusted due to certain final calculations), such fund source adjustments that do not impact the total funding award will be captured in a future CIP Update. A staff recommendation for a final FY 2025-26 TFCA program of projects is scheduled to be brought to the Commission in fall 2025.

Fiscal Impact: The recommended actions will result in the subsequent encumbrance and expenditure of the funds allocated through the 2026 CIP. The corresponding encumbrance amounts will be included in Alameda CTC's annual budget updates for the applicable fiscal year.

Attachments:

A. 2026 CIP Recommendations, New Programming and Allocations
   A-1: Discretionary Program Recommendations, Ranked by Category
   A-2: Discretionary Program – Projects Not Recommended
   A-3: Discretionary Program New Programming and Allocations by Category
   A-4: TFCA Program Summaries, FYs 2024-25 and 2025-26
   A-5: Other New Programming
B. Previously Approved Programming
C. Technical Adjustments
   C-1: Programming to Allocations
   C-2: General Technical Adjustments
D. Programming and Allocation Adjustments to previously approved 2024 CIP Update
E. 2026 CIP Programming and Allocations

2026 Comprehensive Investment Plan
Summary of Programming Changes
New Programming Recommendations for the 2026 CIP

Table A-1: Discretionary Program Recommendations, Ranked by Category

Rank	Project Sponsor	Project Title	Area(s) Benefitting From Project	Phase	Requested Amount	Recommended Amount
Bicycle/Pedestrian						
1	Oakland	MLK Jr Way Complete Streets Project	Oakland	CON	$ 2,000,000	$ 2,000,000
2	Fremont	Fremont Boulevard Multimodal Corridor (Downtown to Irvington) Project	Fremont	CON	$ 2,000,000	$ 2,000,000
3	Emeryville	40th Street Multimodal Project Part 2	Emeryville	CON	$ 2,000,000	$ 2,000,000
4	San Leandro	Bancroft Avenue and Williams Street Bicycle Corridor Project	San Leandro	PS&E	$ 2,000,000	$ 2,000,000
5	Alameda	Neighborhood Greenway Crossings: Safety & Connectivity Improvements	Alameda	PS&E, CON	$ 2,000,000	$ 2,000,000
6	Albany	Cleveland Avenue Bikeway Project	Albany	CON	$ 515,000	$ 515,000
7	Alameda	Willie Stargell Ave Safety and Transit Improvements	Alameda	Env, PS&E	$ 800,000	$ 800,000
8	Dublin	San Ramon Road and Amador Valley Boulevard Intersection Improvements Project	Dublin	CON	$ 1,856,000	$ 1,856,000
9	Hayward	Downtown Bike Loop	Hayward	PS&E, CON	$ 750,000	$ 750,000
10	Berkeley	Adeline Street Transportation Improvements Project - PS&E	Berkeley, Oakland	PS&E	$ 1,547,000	$ 1,547,000
11	Oakland	Chinatown 9th Street Complete Streets Project	Oakland	PS&E	$ 2,000,000	$ 2,000,000
12	Pleasanton	West Las Positas Boulevard Multimodal Reconstruction Project (Iron Horse Trail to Santa	Pleasanton	PS&E	$ 750,000	$ 750,000
13	Hayward	D Street Traffic Calming Project	Hayward	PS&E, CON	$ 500,000	$ 500,000
14	Berkeley	Telegraph Multimodal Corridor Project - PS&E	Berkeley, Oakland	PS&E	$ 1,011,000	$ 1,011,000
15	Dublin	Village Parkway and Amador Valley Boulevard Intersection Improvements Project	Dublin	CON	$ 1,500,000	$ 1,500,000
16	Piedmont	Moraga Avenue Pedestrian Safety Project	Piedmont	PS&E, CON	$ 748,000	$ 748,000
17	Alameda County	Sustainable Mobility Improvements on Heyer Avenue	Alameda County (unincorporated)	CON	$ 2,000,000	$ 2,000,000
18	Fremont	Warm Springs Boulevard/S Grimmer Boulevard Intersection Improvement Project	Fremont	CON	$ 2,000,000	$ 2,000,000
19	Fremont	Centerville Rail Crossing Safety Enhancement Project	Fremont	Env, PS&E	$ 1,700,000	$ 1,520,000
20	Pleasanton	I-580 Overcrossing Bicycle and Pedestrian Improvements	Pleasanton, Dublin	PS&E	$ 525,000	$ 525,000
21	Livermore	Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project	Livermore	CON	$ 825,000	$ 825,000
				Bicycle/Pedestrian Total	**$ 29,027,000**	**$ 28,847,000**

2026 Comprehensive Investment Plan

Summary of Programming Changes

New Programming Recommendations for the 2026 CIP

Table A-1: Discretionary Program Recommendations, Ranked by Category

Rank	Project Sponsor	Project Title	Area(s) Benefitting From Project	Phase	Requested Amount	Recommended Amount
Three Major Trail (3MT) Grant Matching Program						
1	MTC	West Oakland Link	Region	CON	$ 7,500,000	$ 7,500,000
2	Alameda	Doolittle Drive/State Route 61 & Bay Farm Island FEMA BRIC Match	Alameda	CON	$ 937,000	$ 937,000
				3MT Total	**$ 8,437,000**	**$ 8,437,000**
Technology						
1	Oakland	Speed Camera Implementation	Oakland	CON	$ 2,000,000	$ 2,000,000
2	Dublin	Fiber Optic Cable Installation on Dublin Boulevard Project	Dublin	CON	$ 1,854,000	$ 1,854,000
				Technology Total	**$ 3,854,000**	**$ 3,854,000**
Transit						
1	AC Transit	The East Oakland Facility Battery Electric Bus Infrastructure Project	AC Transit systemwide	CON	$ 2,000,000	$ 2,000,000
2	LAVTA	Atlantis Facility Construction	LAVTA systemwide	CON	$ 2,000,000	$ 2,000,000
3	BART	North Berkeley TOD Access Road	BART systemwide	CON	$ 2,000,000	$ 2,000,000
4	Union City	Union City Transit Battery Electric Bus Charging Infrastructure	Union City	CON	$ 1,500,000	$ 1,033,000
				Transit Total	**$ 7,500,000**	**$ 7,033,000**
Shuttle						
1	Emeryville	Emery Go-Round Operating Expenses (FY2029 & FY2030)	Emeryville	Ops	$ 1,000,000	$ 1,000,000
2	Alameda	Alameda-Oakland Water Shuttle Operations (FY2027 & FY2028)	Alameda	Ops	$ 730,000	$ 730,000
3	San Leandro	LINKS Shuttle Operations (FY2029 & FY2030)	San Leandro	Ops	$ 386,000	$ 386,000
				Shuttle Total	**$ 2,116,000**	**$ 2,116,000**
GRAND TOTAL						
					$ 50,934,000	**$ 50,287,000**

2026 Comprehensive Investment Plan
Summary of Programming Changes
Not Recommended for the 2026 CIP

Table A-2: Discretionary Program - Not Recommended

No.	Project Sponsor	Project Title	Category	Phase	Requested Amount	Notes
1	BART	Enhancing Fiber Optic Cable Security & Resilience in Alameda County	Transit	CON	$ 1,500,000	• Considered facility/operational maintenance
2	BART	Fire Alarm System Replacement at Hayward Parking Structure	Transit	CON	$ 300,000	• Considered facility/operational maintenance
3	LAVTA	Rutan Facility Security Gate Replacement Project	Transit	CON	$ 671,000	• Considered facility/operational maintenance
4	Fremont	Centerville Rail Crossing Safety Enhancement Project	Bicycle/ Pedestrian	ROW	$ 180,000	• Recommended for $20k (Env) & $1.5M (PS&E) • ROW phase not recommended due to uncertainty w/UPRR coordination • Sponsor encouraged to reapply in future CIP cycle
5	Hayward	A Street Safety Innovation Corridor Project	Technology	Env, PS&E, CON	$ 2,000,000	• Readiness issue: project scoping not scheduled to start until 2027 • Sponsor encouraged to reapply in future CIP cycle
6	Livermore	Arroyo Road Trail T-13	Bicycle/ Pedestrian	CON	$ 1,725,000	• Bike/ped category oversubscribed • Project does not sufficiently address CIP criteria and guidelines • Alameda CTC will work with sponsor to identify candidate projects for future CIP cycles
7	Livermore	ATP Bike Lane Improvements Project	Bicycle/ Pedestrian	PS&E, CON	$ 1,650,000	• Bike/ped category oversubscribed • Project does not sufficiently address CIP criteria and guidelines • Alameda CTC will work with sponsor to identify candidate projects for future CIP cycles

Sorted by Sponsor > Title

Total $ 8,026,000

2026 Comprehensive Investment Plan

Summary of Programming Changes

New Programming Recommendations for the 2026 CIP

Table A-3: Discretionary Program - New Programming and Allocations

No.	CIP ID	Project Sponsor	Project Title	Fund Source	Fund Type	Phase	Recommended Amount ($ x 1,000)
1	00497	AC Transit	The East Oakland Facility Battery Electric Bus Infrastructure Project	2010 VRF	Disc-Tech	CON	$ 2,000
2	00424	Alameda	Alameda-Oakland Water Shuttle Operations (FY2027 & FY2028)	2010 VRF, TFCA	Disc-Transit, FYE26	Ops	$ 730
3	00482	Alameda	Neighborhood Greenway Crossings: Safety & Connectivity Improvements	2014 MBB, 2010 VRF	TEP-45, Disc-BP	PS&E, CON	$ 2,000
4	00484	Alameda	Willie Stargell Ave Safety and Transit Improvements	2010 VRF	Disc-Transit	Env, PS&E	$ 800
5	00496	Alameda	Doolittle Drive/State Route 61 & Bay Farm Island FEMA BRIC Match	2014 MBB	TEP-42	CON	$ 937
6	00492	Alameda County	Sustainable Mobility Improvements on Heyer Avenue	2014 MBB	TEP-44	CON	$ 2,000
7	00483	Albany	Cleveland Avenue Bikeway Project	2010 VRF	Disc-BP	CON	$ 515
8	00498	BART	North Berkeley TOD Access Road	2010 VRF	Disc-Transit	CON	$ 2,000
9	00392	Berkeley	Telegraph Multimodal Corridor Project - PS&E	2010 VRF, 2014 MBB	Disc-Transit, TEP-44	PS&E	$ 1,011
10	00440	Berkeley	Adeline Street Transportation Improvements Project - PS&E	2010 VRF, 2014 MBB	Disc-Transit, TEP-45	PS&E	$ 1,547
11	00485	Dublin	San Ramon Road and Amador Valley Boulevard Intersection Improvements Project	2010 VRF, 2014 MBB	Disc-Tech, TEP-44	CON	$ 1,856
12	00490	Dublin	Village Parkway and Amador Valley Boulevard Intersection Improvements Project	2010 VRF, 2014 MBB	Disc-Tech, TEP-44	CON	$ 1,500
13	00500	Dublin	Fiber Optic Cable Installation on Dublin Boulevard Project	2010 VRF	Disc-Tech	CON	$ 1,854
14	00423	Emeryville	Emery Go-Round Operating Expenses (FY2029 & FY2030)	2010 VRF	Disc-Transit	Ops	$ 1,000
15	00480	Emeryville	40th Street Multimodal Project Part 2	2014 MBB	TEP-42	CON	$ 2,000
16	00468	Fremont	Fremont Boulevard Multimodal Corridor (Downtown to Irvington) Project	2010 VRF, 2014 MBB, TFCA	Disc-Tech, TEP-45, FYE26	CON	$ 2,000
17	00492	Fremont	Warm Springs Boulevard/S Grimmer Boulevard Intersection Improvement Project	2014 MBB	TEP-44, TEP-45	CON	$ 2,000
18	00493	Fremont	Centerville Rail Crossing Safety Enhancement Project	2014 MBB	TEP-44	Env, PS&E	$ 1,520
19	00486	Hayward	Downtown Bike Loop	2014 MBB, TFCA	TEP-45, FYE26	PS&E, CON	$ 750
20	00489	Hayward	D Street Traffic Calming Project	2010 VRF	Disc-BP	PS&E, CON	$ 500
21	00463	LAVTA	Atlantis Facility Construction	2010 VRF	Disc-Transit	CON	$ 2,000
22	00495	Livermore	Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project	2014 MBB	TEP-44	CON	$ 825
23	00427	MTC	West Oakland Link	2014 MBB, TFCA	TEP-42, FYE26	CON	$ 7,500

2026 Comprehensive Investment Plan

Summary of Programming Changes

New Programming Recommendations for the 2026 CIP

Table A-3: Discretionary Program - New Programming and Allocations

No.	CIP ID	Project Sponsor	Project Title	Fund Source	Fund Type	Phase		Recommended Amount ($ x 1,000)
24	00472	Oakland	MLK Jr Way Complete Streets Project	2000 MB, 2014 MBB, TFCA	Disc-Transit, TEP-45, FYE26	CON	$	2,000
25	00487	Oakland	Chinatown 9th Street Complete Streets Project	2014 MBB	TEP-45	PS&E	$	2,000
26	00499	Oakland	Speed Camera Implementation	2010 VRF	Disc-Tech	CON	$	2,000
27	00491	Piedmont	Moraga Avenue Pedestrian Safety Project	2010 VRF, 2014 MBB	Disc-Tech, TEP-44	PS&E, CON	$	748
28	00488	Pleasanton	West Las Positas Boulevard Multimodal Reconstruction Project (Iron Horse Trail to Santa	2010 VRF	Disc-BP	PS&E	$	750
29	00494	Pleasanton	I-580 Overcrossing Bicycle and Pedestrian Improvements	2000 MB, 2014 MBB	Disc-BP, TEP-45	PS&E	$	525
30	00190	San Leandro	LINKS Shuttle Operations (FY2029 & FY2030)	2010 VRF	Disc-Transit	Ops	$	386
31	00481	San Leandro	Bancroft Avenue and Williams Street Bicycle Corridor Project	2014 MBB	TEP-45	PS&E	$	2,000
32	00476	Union City	Union City Transit Battery Electric Bus Charging Infrastructure	2010 VRF, TFCA	Disc-Tech, FYE26	CON	$	1,033
						GRAND TOTAL	**$**	**50,287**

Sorted by Sponsor > CIP ID

ATTACHMENT A-4

TFCA County Program Manager Fund, Draft FY 2025-26 Program, May 2025

70% Cities/County Share								
Sponsor	**Project Name**	**Project Description**	**Total Project Cost**	**Amount Requested**	**TFCA Share**	**TFCA Cost-effectiveness** ($ TFCA/ton)	**Recommended FYE26 TFCA**	**Notes**
Alameda	Alameda-Oakland Water Shuttle Operations	Continue operations of the free Alameda-Oakland Water Shuttle, across the estuary between west Alameda and Oakland's Jack London Square, for two years (July 2026 – June 2028). Service to operate four to five days per week.	$ 2,930,000	$ 730,000	$ (611,924)	$ 249,191	$ 196,000	See Note 1
Alameda CTC	Countywide TDM Program, FY 2026-27	70% of the total TFCA award for Countywide TDM Program FY 2026-27 operations is assigned to Cities/County share	$ 800,000	$ 419,000	NA	$ 123,362	$ 293,300	See Note 1
EBRPD	Oakland Bay Trail	In Oakland, construction of a .1-mile paved Class 1 multi-use trail connection from East Oakland to the new Brooklyn Basin development and closing a gap in the SF Bay Trail.	$ 2,500,000	$ 1,100,000	NA	$ 429,732	$ 175,000	See Notes 1 & 3
Hayward	Downtown Loop	Downtown Hayward, construct separated bike lanes for cyclists as an alternative to the Hayward Loop: on 2nd St, City Center Dr - E St; B St, Grand Ave - Watkins Ave; C St, Main St - 2nd St; D St, Watkins Ave - 2nd St; & Watkins Ave, B St - Jackson St.	$ 1,000,000	$ 675,000	$ 163,051	$ 499,588	$ 332,000	See Note 1
MTC	West Oakland Link	Install a new Class 1 bike and pedestrian path along West Grand Ave in Oakland, from Mandela Parkway to the Class 1 path along the eastern span of the Bay Bridge.	$ 109,538,000	$ 307,000	NA	$ 498,411	$ 307,000	See Notes 1, 2 & 4
Fremont	Fremont Boulevard Elevated Bikeway	On Fremont Blvd, Country Dr - Walnut Ave, construct new Class 4 elevated bikeway; and a two-way, grade-separated Class 4 cycle track along east side, Country Dr - Mowry Ave, to accommodate students (TFCA-funded scope). Larger project extends from Country Dr. to Eugene St.	$ 12,174,000	$ 369,000	$ 578,427	$ 499,108	$ 372,000	See Notes 1 & 2
Newark	Old Town PDA Complete Streets	Install 0.3 miles of new Class 2 bike lanes on Thorton Ave between Olive and Ash Streets (TFCA scope). Project includes a road diet and other complete streets & safety improvements.	$ 3,347,000	$ 68,000	$ 430,420	$ 434,916	$ 68,000	See Notes 3 & 4

TFCA County Program Manager Fund, Draft FY 2025-26 Program, May 2025

70% Cities/County Share, continued

Sponsor	Project Name	Project Description	Total Project Cost	Amount Requested	TFCA Share	TFCA Cost-effectiveness ($ TFCA/ton)	Recommended FYE26 TFCA	Notes
Oakland	Martin Luther King Jr. Way Complete Streets	The Martin Luther King Jr Way Complete Streets Project (Project) will provide bicycle, pedestrian, transit, and traffic calming improvements on MLK Jr Way between 47th and 61st Streets. TFCA funds are for the new Class 1 bike lane scope.	$ 12,747,000	$ 2,000,000	$ 203,006	$ 498,985	$ 227,000	See Notes 1 & 2
San Leandro	LINKS Shuttle Operations, FYs 2026-27 & 2027-28	The LINKS Shuttle provides free peak-commute-period service from San Leandro BART station to West San Leandro, providing "first and last" mile transit connections to residential, commercial, & employment corridors.	$ 1,323,000	$ 386,000	$ 232,512	$ 242,262	$ 46,000	See Notes 1 & 5
Union City Transit	Zero Emission Bus and Charging Infrastructure	Purchase and install the electric vehicle charging equipment necessary to support 14 purchased zero-emission, battery-electric (ZEB) buses, scheduled to be in service in early 2026.	$ 5,518,000	$ 1,500,000	$ 129,519	$ 428,647	$ 483,000	See Notes 1, 2 & 6
		Subtotal Cities/County (70%) Requested	**$ 7,554,000**		**Amount Recommended**		**$ 2,499,300**	
					TFCA 70% Available to Program		$ 2,240,605	
					Balance		*$ (258,695)*	

30% Transit Discretionary Share

Sponsor	Project Name	Project Description	Total Project Cost	Amount Requested	TFCA Share	TFCA Cost-effectiveness ($ TFCA/ton)	Recommended FYE26 TFCA	Notes
Alameda CTC	Countywide TDM Program, FY 2026-27	30% of the total TFCA award for Countywide TDM Program FY 2026-27 operations is assigned to transit share.	$ 800,000	$ 419,000	NA	$ 123,362	$ 125,700	See Note 1
Emeryville	EGR Shuttle Operations	Emery Go-Round is a free shuttle that runs between Emeryville and MacArthur BART. TFCA funds are for Hollis (weekday) and Shellmound (weekday and weekend) routes, for FYs 26-27 & 27-28 operations.	$ 13,100,000	$ 1,000,000	NA	$ 249,375	$ 749,000	See Note 5
		Subtotal Transit Discretionary (30%) Requested	**$ 1,419,000**		**Amount Recommended**		**$ 874,700**	
					TFCA 30% Available to Program		$ 1,922,493	
					Balance		*$ 1,047,793*	

ATTACHMENT A-4

TFCA County Program Manager Fund, Draft FY 2025-26 Program, May 2025

FYE26 Program Summary	New FYE26 Fund Estimate	Prior Year Adjustments	Funds Available to Program	Amount Requested	Recommended FYE26 TFCA	Unprogrammed Balance *(Available less Recommended)*
Subtotal 70% Cities/County Share	$ 1,557,737	$ 682,868	$ 2,240,605	$ 7,554,000	$ 2,499,300	$ (258,695)
Subtotal 30% Transit Share	$ 667,601	$ 1,254,892	$ 1,922,493	$ 1,419,000	$ 874,700	$ 1,047,793
Total FY 2024-25 Program	**$ 2,225,338**	**$ 1,937,760**	**$ 4,163,098**	**$ 8,973,000**	**$ 3,374,000**	**$ 789,098**

Program Notes:
1. Project's TFCA recommendation is considered the final award through the Commission adoption of the 2026 CIP, May 2025. Following Commission approval, funds may be encumbered through a funding agreement with Alameda CTC as soon as Air District staff's subsequent review/staff approval is completed. Any subsequent changes to the programmed TFCA amounts will be brought to the Commission in fall '25.
2. The recommended amount replaces a draft TFCA award from October 2024. The project has subsequently been awarded 2026 CIP funding and moving the TFCA award to FYE26 will align the TFCA grant timelines with 2026 CIP award. Upon Commission adoption of the FY 2025-26 TFCA program, the project's prior TFCA grant (FYE25) will be cancelled.
3. The recommended amount replaces a previously approved TFCA award from October 2023. The project has experienced delays, and moving the TFCA award to FYE26 TFCA program is intended to better align the project schedule with the TFCA expenditure deadlines and reconfirm TFCA cost-effectiveness. Upon Commission adoption of the FYE26 TFCA program, the project's prior TFCA grant (FYE24) will be cancelled.
4. Project is approved with a 4-year TFCA expenditure period to align with the project schedule.
5. Award reflects change in fund source and does not increase the total Alameda CTC CIP funding previously awarded to the project for the identified FYs.
6. For EV fleets, the Air District allows TFCA funds awarded for EV purchase to be used towards the purchase and installation of the required EV charging equipment.

TFCA County Program Manager Fund, FY 2024-25 Program, Revised May 2025

70% Cities/County Share										
Sponsor	**Project Name**	**Project Description**	**Total Project Cost**	**Amount Requested**	**TFCA Share**	**TFCA Cost-effectiveness** ($ TFCA/ton)	**FYE25 TFCA Approved October '24**	**FYE25 TFCA Revised May '25**	**Included in FYE26 TFCA Program**	**Notes**
Alameda County	Bicycle and Pedestrian Improvements on Norbridge Avenue to Castro Valley BART Station	In Castro Valley, install Class 2 bike lanes and a sidewalk on the westerly section of Norbridge Ave, from Tyee Ct to the eastern boundary of an upcoming intersection reconfiguration at Strobridge, Stanton, and Norbridge Ave's. Project will close a gap in the existing bicycle and pedestrian facilities and enhance connectivity between western Castro Valley and Castro Valley BART station.	$ 1,595,000	$ 87,000	$ 451,119	$ 497,006	$ 87,000	$ 87,000	NA	See Note 1
Alameda CTC	Oakland Alameda Access Project	Improve multimodal safety and enhance bicycle and pedestrian accessibility and connectivity in the equity priority neighborhoods in Oakland and Alameda. The TFCA scope will construct 1) Class 1 bike facility on Harrison St between 6th St and the entrance to Posey Tube, 2) Class 2 bike facility on 5th St between Oak St and Jackson St, and 3) Class 4 cycle track on 6th Street between Oak St and Washington St.	$ 165,900,000	$ 311,000	NA	$498,426 - $499,763	$ 311,000	$ 311,000	NA	See Note 1
MTC	West Oakland Link	Install a new Class 1 bike and pedestrian path along West Grand Ave in Oakland, from Mandela Parkway to the Class 1 path along the eastern span of the Bay Bridge.	$ 109,538,000	$ 344,000	NA	$ 365,000	$ 344,000	$ -	$ 307,000	See Notes 2 & 4
Fremont	Fremont Boulevard Elevated Bikeway	On Fremont Blvd between Country Dr and Walnut Ave, construct Class 4 elevated bikeway; project also features a two-way, grade-separated Class 4 cycle track along the east side, between Country Dr and Mowry Ave, to accommodate students. Project facilitates active transportation between Washington High School, downtown, and Fremont BART.	$ 12,174,000	$ 369,000	$ 787,348	$ 499,148	$ 369,000	$ -	$ 372,000	See Note 2
Oakland	Calm East Oakland Streets	In East Oakland, project will create slow, calm, and inviting streets for people to walk or bike to neighborhood destinations. The TFCA scope includes a new sidewalk-level, multi-use Class 1 trail on 81st Ave (Rudsdale St - San Leandro St), 95th Ave (G St - San Leandro St), and at Hamilton/ Hegenberger intersection, and Class 3 bike boulevards.	$ 22,506,000	$ 497,000	$ 866,799	$498,693 – 499,630	$ 497,000	$ 497,000	NA	See Note 1
Oakland	Battery Electric Street Sweeper	Replace an existing diesel-powered street sweeper with a battery-electric street sweeper and a solar-powered charger.	$ 1,013,085	$ 867,000	$ 866,799	$ 500,000	$ 104,000	$ 104,000	NA	See Note 1
Oakland	Laurel Access to Mills, Maxwell Park, and Seminary (LAMMPS) Phase II and III	In Central East Oakland, on MacArthur Blvd, Richards Rd - Seminary Ave, and on Seminary Ave, MacArthur Blvd - Sunnymere, construct Class 1 off-street biking and walking paths (TFCA scope). Additional complete streets improvements for safety and connectivity for bicyclists, pedestrians, and transit users.	$ 25,102,731	$ 200,000	$ 866,799	$ 497,644	$ 175,000	$ 175,000	NA	See Notes 1 & 4

TFCA County Program Manager Fund, FY 2024-25 Program, Revised May 2025

70% Cities/County Share, continued										
Sponsor	**Project Name**	**Project Description**	**Total Project Cost**	**Amount Requested**	**TFCA Share**	**TFCA Cost-effectiveness** ($ TFCA/ton)	**FYE25 TFCA Approved October '24**	**FYE25 TFCA Revised May '25**	**Included in FYE26 TFCA Program**	**Notes**
Oakland	Martin Luther King Jr. Way Complete Streets	On MLK Jr. Way, from 47th St. and the City limit at 61st St., connecting South Berkeley to North Oakland, repave & install traffic safety improvements including a new Class 1 bike lane (TFCA scope), a 6-to-4-lanes road-diet, pedestrian hybrid beacons at four locations, & a new pedestrian crossing at 51st St.	$ 12,747,000	$ 187,000	$ 866,799	$ 499,266	$ 187,000	$ -	$ 227,000	See Note 2
Pleasanton	Pleasanton Trip Reduction Program	Implement ongoing citywide trip reduction program for FYs 2024-25 & 2025-26 to encourage alternative transportation modes by planning and executing employer, residential, and school-based programs, such as walking, biking and transit campaigns.	$ 186,000	$ 85,000	$ 85,168	$ 35,332	$ 85,000	$ 85,000	$ -	See Note 1
Union City	Union City Transit Electric Bus & Infrastructure	Purchase and install the electric vehicle charging equipment necessary to support 14 purchased zero-emission, battery-electric (ZEB) buses, scheduled to be in service in early 2026.	$ 5,518,000	$ 467,433	$ 129,519	2 - $495,126	$ 467,433	$ -	$ 483,000	See Notes: 2 & 3
		Subtotal Cities/County (70%) Requested	**$ 3,414,433**		**Amount Recommended**		**$ 2,626,433**	**$ 1,259,000**	**$ 1,389,000**	
					TFCA 70% Available to Program		$ 1,477,045	$ 2,240,605	$ 981,605	
					Balance		*$ (1,149,388)*	*$ 981,605*	*$ (407,395)*	

30% Transit Discretionary Share										
Sponsor	**Project Name**	**Project Description**	**Total Project Cost**	**Amount Requested**	**TFCA Share**	**TFCA Cost-effectiveness** ($ TFCA/ton)	**FYE25 TFCA Approved October '24**	**FYE25 TFCA Revised May '25**	**Included in FYE26 TFCA Program**	**Notes**
LAVTA	Transit Signal Priority Upgrade and Expansion	This project will replace LAVTA's existing GPS-Based Transit Signal Priority (TSP) system at 68 intersections (26 in Dublin, 8 in Pleasanton, and 34 in Livermore) on two Rapid routes (30R and 10R) to a Cloud-Based TSP system & expand the vehicle-side TSP equipment from 20 buses to the entire fleet of 68 buses.	$ 2,790,000	$ 95,000	NA	$ 303,411	$ 95,000	$ 95,000	$ -	See Note 1
LAVTA	Route 30R Weekday Operations	30R FYs-2025-26 & 2026-27 weekday operations, 5am-11pm; service provides feeder service for key commute areas in Dublin, Livermore, and Pleasanton including from LLNL/Sandia National Labs to West Dublin/Pleasanton BART via Livermore Transit Center/ACE, Las Positas College, and Dublin/ Pleasanton BART station.	$ 8,764,000	$ 373,000	NA	$ 249,350	$ 366,000	$ 366,000	$ -	See Note 1
		Subtotal Transit Discretionary (30%) Requested	**$ 468,000**		**Amount Recommended**		**$ 461,000**	**$ 461,000**	**$ -**	
					TFCA 30% Available to Program		$ 1,610,388	$ 1,922,493	$ 1,461,493	
					Balance		*$ 1,149,388*	*$ 1,461,493*	*$ 1,461,493*	

ATTACHMENT A-4

TFCA County Program Manager Fund, FY 2024-25 Program, Revised May 2025

FY 2024-25 Program Summary	New FY24-25 Fund Estimate	Prior Year Adjustments	Funds Available to Program	Amount Requested	FYE25 TFCA Approved October '24	FYE25 TFCA Revised May '25	Included in FYE26 TFCA Program	FYE25 balance to include in FYE27
Subtotal 70% Cities/County Share	$ 1,372,654	$ 104,391	$ 1,477,045	$ 3,414,433	$ 2,626,433	$ 1,259,000	$ 1,389,000	$ (2,538,388)
Subtotal 30% Transit Share	$ 588,280	$ 1,022,108	$ 1,610,388	$ 468,000	$ 461,000	$ 461,000	$ -	$ 1,149,388
Total FY 2024-25 Program	**$ 1,960,934**	**$ 1,126,499**	**$ 3,087,433**	**$ 3,882,433**	**$ 3,087,433**	**$ 1,720,000**	**$ 1,389,000**	**$ (1,389,000)**

Program Notes:
1. No changes to the project's original FYE 25 TFCA award, approved October 2024.
2. Project was submitted for the 2026 CIP and as such the project's FYE25 TFCA award approved by the Commission, October 2024, was noted as being a "draft" TFCA award. Project is currently recommended for 2026 CIP funding, which may include adjustments to the original October 2024 FYE25 TFCA award, including moving the project from the FYE 25 TFCA program to FYE26 to better align the TFCA and 2026 CIP grant timelines (see also FYE26 program summary).
3. The final TFCA award identified in the 2026 CIP is subject to change based on Air District review. For projects awarded a mix of TFCA and other 2026 CIP fund sources, following the 2026 CIP adoption, if the identified TFCA awards need to be reduced following Air District's review, the other CIP funding sources will be adjusted accordingly to maintain the total 2026 CIP funds awarded to project.
4. The project is approved up front with a 4-year TFCA expenditure period to align with the project schedule.
5. The recommended amount replaces a previously approved TFCA award. The project has experienced significant delays, and moving the TFCA award to the current TFCA program cycle is intended to better align the project schedule with the TFCA expenditure deadlines and reconfirm TFCA cost-effectiveness. Upon Commission adoption of the 2026 CIP and FYE26 TFCA program, the project's prior FYE25 TFCA grant will be cancelled.

2026 Comprehensive Investment Plan

Summary of Programming Changes

New Programming Recommendations for the 2026 CIP

Table A-5: Other New Programming

No.	CIP ID	Project Sponsor	Project Title	Fund Source	Fund Type	Phase		Recommended Amount ($ x 1,000)
1	00132	Alameda CTC	San Pablo Ave Safety Enhancements	2014 MBB	TEP-26	PE/Env	$	525
2	00132	Alameda CTC	San Pablo Ave Safety Enhancements	2014 MBB	TEP-26	PS&E	$	1,100
3	00192	Alameda CTC	Transportation Demand Management (TDM) Program	TFCA	FYE26	Ops	$	419
4	00288	Alameda CTC	Rail Safety Enhancement Program - Phase A	2014 MBB	TEP-23	PS&E	$	3,830
5	00333	Union City	Quarry Lakes Parkway	1986 MB	MB226	PS&E	$	3,995
						Total	**$**	**9,869**

Sorted by Sponsor > CIP ID

2026 Comprehensive Investment Plan
Summary of Programming Changes
Previously Approved Programming

Table B: Previously Approved Programming - since the 2024 CIP Update approval (May 23, 2024)

No.	CIP ID	Project Sponsor	Project Title	Fund Source	Fund Type	Phase	Amount ($ x 1,000)	Approval Date
1	00467	Alameda County	Bicycle and Pedestrian Improvements on Norbridge Avenue to Castro Valley BART Station	TFCA	Prog Mgr	CON	$ 87	10/24/2024
2	00287	Alameda CTC	Oakland Alameda Access Project	2014 MBB	TEP-40	CON	$ 22,500	9/26/2024
3	00287	Alameda CTC	Oakland Alameda Access Project	TFCA	Prog Mgr	CON	$ 311	10/24/2024
4	00477	Alameda CTC	I-580/I-680 Interchange Safety Improvements Project	2014 MBB	TEP-33	Planning / Scoping	$ 1,100	12/5/2024
5	00479	Alameda CTC	East Bay Greenway Multimodal Phase 1, North Segment (Lake Merritt to Bayfair) Project	2014 MBB	TEP-42	PS&E	$ 3,400	12/5/2024
6	00427	MTC	West Oakland Link	TFCA	Prog Mgr	CON	$ 344	10/24/2024
7	00468	Fremont	Fremont Boulevard Elevated Bikeway	TFCA	Prog Mgr	CON	$ 369	10/24/2024
8	00474	LAVTA	Transit Signal Priority Upgrade and Expansion	TFCA	Prog Mgr	CON	$ 95	10/24/2024
9	00475	LAVTA	Route 30R Weekday Operations	TFCA	Prog Mgr	CON	$ 366	10/24/2024
10	00469	Oakland	Calm East Oakland Streets	TFCA	Prog Mgr	CON	$ 497	10/24/2024
11	00470	Oakland	Battery Electric Street Sweeper	TFCA	Prog Mgr	CON	$ 104	10/24/2024
12	00471	Oakland	Laurel Access to Mills, Maxwell Park, and Seminary (LAMMPS) Phase II and III	TFCA	Prog Mgr	CON	$ 175	10/24/2024
13	00472	Oakland	Martin Luther King Jr. Way Complete Streets	TFCA	Prog Mgr	CON	$ 187	10/24/2024
14	00473	Pleasanton	Pleasanton Trip Reduction Program	TFCA	Prog Mgr	CON	$ 85	10/24/2024
15	00478	Port of Oakland	Next Generation Fuel Cell Electric Top Loader and Wet-Hose Mobile Refueler Project	2014 MBB	TEP-46	CON	$ 2,000	12/5/2024
16	00476	Union City	Union City Transit Electric Bus & Infrastructure	TFCA	Prog Mgr	CON	$ 467	10/24/2024
						Total	**$ 32,087**	

Sorted by Sponsor > Approval Date > CIP ID

2026 Comprehensive Investment Plan
Summary of Programming Changes
Technical Adjustments

Table C-1: Programming to Allocations (FY 2025-26 and 2026-27)

No.	CIP ID	Project Sponsor	Project Title	Fund Source	Fund Type	Phase	Amount ($ x 1,000)
1	00427	BATA	West Oakland Link	OBAG	STP/CMAQ	CON	$ 4,200
2	00394	Emeryville	Emery Go-Round Operating Expenses (FY2022-FY2026)	2010 VRF	Disc-Transit	Ops	$ 500
3	00423	Emeryville	Emery Go-Round Operating Expenses (FY26-FY27 and FY27-28)	2010 VRF	Disc-Transit	Ops	$ 500
4	00190	San Leandro	LINKS Shuttle Operations	2014 VRF	Disc-Transit	Ops	$ 354
5	00190	San Leandro	LINKS Shuttle Operations (FY 24/25 & FY 25/26)	TFCA	Prog Mgr	Ops	$ 33
						Total	**$ 5,587**

Table C-2: General Technical Adjustments
Phase allocation shifts, reprogramming, deprogramming for completed projects, and corrections

No.	CIP ID	Project Sponsor	Project Title	Fund Source	Fund Type	Phase	Amount ($ x 1,000)	Notes
1	00335	Alameda	West End Bike Ped Bridge Project	2014 MBB	TEP-37	Planning / Scoping	$ (108)	Deprogramming balance from completed scope
2	00424	Alameda	Alameda-Oakland Estuary Water Shuttle Pilot Program	2010 VRF	Disc-Transit	Ops	$ 185	Fund source & programming year change
3	00424	Alameda	Alameda-Oakland Estuary Water Shuttle Pilot Program	TFCA	Prog Mgr	Ops	$ (185)	Fund source & programming year change
4	00053	Alameda CTC	Affordable Student Transit Pass Programs	2014 MBB	TEP-08	Ops	$ (4,740)	Deprogramming balance from completed scope
5	00084	Alameda CTC	East-West Connector in Fremont & Union City	1986 MB	MB226	CON	$ (800)	Deprogramming balance from completed scope
6	00192	Alameda CTC	Transportation Demand Management (TDM) Program	TFCA	Prog Mgr	Ops	$ 210	Programming/Allocation approved prior to the 2024 CIP Update approval
7	00192	Alameda CTC	Transportation Demand Management (TDM) Program	TFCA	Prog Mgr	Ops	$ (316)	Deprogramming balance from completed scope
8	00211	Alameda CTC	NextGen Technology Pilot Initiative	2014 MBB	TEP-46	Planning / Scoping	$ (114)	Deprogramming balance from completed scope
9	00287	Alameda CTC	Oakland Alameda Access Project	2014 MBB	TEP-37	PE/Env	$ (258)	Phase allocation shift
10	00287	Alameda CTC	Oakland Alameda Access Project	2014 MBB	TEP-37	PS&E	$ 258	Phase allocation shift
11	00287	Alameda CTC	Oakland Alameda Access Project	2014 MBB	TEP-37	ROW	$ (4,879)	Phase allocation shift
12	00287	Alameda CTC	Oakland Alameda Access Project	2014 MBB	TEP-37	CON	$ 4,879	Phase allocation shift
13	00300	ASEB	Regrowth of Transportation Services for Individuals with Dementia	2000 MB	Disc-PT	Ops	$ (87)	Deprogramming balance from completed scope
14	00454	ASEB	ASEB Revitalization of Transportation Program after Pandemic	2000 MB	Disc-PT	Ops	$ (542)	Deprogramming balance from completed scope
15	00216	BART	Bay Fair Connection	2014 MBB	TEP-18	Planning / Scoping	$ (500)	Deprogramming - redirected by sponsor to Core Capacity Program (CIPID 00450)
16	00341	BART	Vehicle Overhaul and Heavy Repairs Shop (VOHRS)	2014 MBB	TEP-18	PS&E	$ (5,000)	Deprogramming - project rescinded by sponsor
17	00419	BART	West Oakland BART TOD & Station Modernization	2014 MBB	TEP-45	CON	$ (117)	Fund source change
18	00419	BART	West Oakland BART TOD & Station Modernization	TFCA	Prog Mgr	CON	$ 117	Fund source change
19	00328	BATA/MTC	Bay Bridge Bicycle/Pedestrain LINK	2000 MB	Disc-BP	PS&E	$ (3,000)	Phase allocation shift
20	00328	BATA/MTC	Bay Bridge Bicycle/Pedestrain LINK	2000 MB	Disc-BP	CON	$ 3,000	Phase allocation shift
21	00410	Berkeley	Adeline Street Transportation Improvements	2010 VRF	Disc-Transit	PE/Env	$ (495)	Deprogramming balance from completed scope
22	00422	Berkeley	Water Transportation / Ferry Project	2010 VRF	Disc-Transit	PE/Env	$ 1,044	Phase allocation shift
23	00422	Berkeley	Water Transportation / Ferry Project	2010 VRF	Disc-Transit	PS&E	$ (1,044)	Phase allocation shift
24	00302	BORP	Accessible Group Trip Transportation for Youth and Adults with Disabilities	2014 MBB	TEP-12	Ops	$ (46)	Deprogramming balance from completed scope
25	00293	CIL	Community Connections Program (CoCo)	2014 MBB	TEP-12	Ops	$ (1)	Deprogramming balance from completed scope
26	00315	Dublin	Tassajara Road Arterial Management Project	TFCA	Prog Mgr	CON	$ (66)	Deprogramming balance from completed scope
27	00228	EBRPD	San Francisco Bay Trail - Doolittle Drive	2014 MBB	TEP-42	CON	$ (464)	Deprogramming balance from completed scope
28	00435	EBRPD	Oakland Bay Trail Extension	2014 MBB	TEP-42	CON	$ (925)	Programming year change

Table C-2: General Technical Adjustments
Phase allocation shifts, reprogramming, deprogramming for completed projects, and corrections

No.	CIP ID	Project Sponsor	Project Title	Fund Source	Fund Type	Phase	Amount ($ x 1,000)	Notes
29	00435	EBRPD	Oakland Bay Trail Extension	2014 MBB	TEP-42	CON	$ 925	Programming year change
30	00435	EBRPD	Oakland Bay Trail Extension	TFCA	Prog Mgr	CON	$ (175)	Programming year change
31	00435	EBRPD	Oakland Bay Trail Extension	TFCA	FYE26	CON	$ 175	Programming year change
32	00303	EDI	Fast Accessible Safe Transportation Emergency Repair (FASTER)	2014 MBB	TEP-12	Ops	$ (8)	Deprogramming balance from completed scope
33	00271	Emeryville	8-To-Go: A City Based Door-to-Door Paratransit Service (FY 17/18 and FY 18/19)	2014 MBB	TEP-12	Ops	$ 18	Correction to erroneous deprogramming
34	00423	Emeryville	Emery Go-Round Operating Expenses (FY26-FY27 and FY27-28)	2010 VRF	Disc-Transit	Ops	$ (749)	Fund source change
35	00423	Emeryville	Emery Go-Round Operating Expenses (FY26-FY27 and FY27-28)	TFCA	FYE26	Ops	$ 749	Fund source change
36	00458	Emeryville	Micro Transit Expanded Transportation Program	2000 MB	Disc-PT	Ops	$ (146)	Deprogramming due to infeasible project
37	00140	Fremont	Warm Springs BART Station - West Side Access	2014 MBB	TEP-45	CON	$ (396)	Deprogramming balance from completed scope
38	00140	Fremont	Warm Springs BART Station - West Side Access	2014 MBB	TEP-21	CON	$ (4)	Deprogramming balance from completed scope
39	00186	Fremont	Fremont Signal Timing Optimization: Paseo Padre Pkwy, Fremont Blvd, Decoto Rd, and Auto Mall Pkwy	TFCA	Prog Mgr	CON	$ (99)	Deprogramming balance from completed scope
40	00305	Fremont	I-680 Interchange Modernization & Area Impvts. (Mission Blvd, Washington, Auto Mall Pkwy, Auto Mall Pkwy / Warm Springs Intersection)	2014 MBB	TEP-21	Planning / Scoping	$ (2,077)	Deprogramming balance from completed scope
41	00309	Fremont	I-880 Bridge at Pacific Commons Trail	2014 MBB	TEP-21	PE/Env	$ (1,822)	Deprogramming balance from completed scope
42	00363	Hayward	Cesar Chavez Middle School – Safe Routes to School	2000 MB	Disc-BP	CON	$ (14)	Deprogramming balance from completed scope
43	00245	LAVTA	Wheels Forward/2020 Plan	2000 MB	Disc-Transit	Planning/ Scoping	$ (139)	Deprogramming balance from completed scope
44	00298	LAVTA	Para-Taxi Debit Card	2000 MB	Disc-PT	Ops	$ (6)	Deprogramming balance from completed scope
45	00299	LAVTA	Para-Taxi Operations	2000 MB	Disc-PT	Ops	$ (27)	Deprogramming balance from completed scope
46	00364	Livermore	Lawrence Elementary School Safe Routes to School Improvements	2000 MB	Disc-BP	PS&E	$ (7)	Deprogramming balance from completed scope
47	00404	Livermore	Robertson Park/Concannon and Epson/Concannon Crossing Improvements	2000 MB	Disc-BP	PS&E	$ (49)	Deprogramming balance from completed scope
48	00404	Livermore	Robertson Park/Concannon and Epson/Concannon Crossing Improvements	2000 MB	Disc-BP	CON	$ (8)	Deprogramming balance from completed scope
49	00427	MTC	West Oakland Link	TFCA	Prog Mgr	CON	$ (381)	Proposed through 2026 CIP
50	00326	MTC / Alameda CTC	I-80 DAA and Near-term improvements	2010 VRF	Disc-Transit	PE/Env	$ (27)	Deprogramming balance from completed scope
51	00426	Newark	Old Town PDA Road Diet and Complete Street Improvement Project	TFCA	Prog Mgr	CON	$ (69)	Programming year change and amount correction
52	00426	Newark	Old Town PDA Road Diet and Complete Street Improvement Project	TFCA	FYE26	CON	$ 68	Programming year change and amount correction
53	00249	Oakland	27th Street Complete Streets	2014 MBB	TEP-45	PE/Env	$ (16)	Deprogramming balance from completed scope
54	00249	Oakland	27th Street Complete Streets	2014 MBB	TEP-45	PS&E	$ (825)	Deprogramming balance from completed scope
55	00370	Piedmont	Oakland Avenue Pedestrian Enhancement Project	2000 MB	Disc-BP	PS&E	$ (5)	Deprogramming balance from completed scope
56	00190	San Leandro	LINKS Shuttle Operations	2010 VRF	Disc-Transit	Ops	$ (76)	Deallocation of balance from prior allocation; fund source change
57	00190	San Leandro	LINKS Shuttle Operations (FY2027 & FY2028)	TFCA	FYE26	Ops	$ 46	Fund source change
58	00466	SJRRC	Union City Intermodal Station Phase 3 Project	2014 MBB	TEP-22	PE/Env	$ 3,000	Programming/Allocation approved prior to the 2024 CIP Update approval
59	00191	Union City	Union City Boulevard Bike Lanes Phase 2	TFCA	Prog Mgr	CON	$ (136)	Programming year change
60	00191	Union City	Union City Boulevard Bike Lanes Phase 3	TFCA	Prog Mgr	CON	$ 136	Programming year change
61	00390	Union City	Union City Electric Bus Infrastructure	TFCA	Prog Mgr	CON	$ (1,500)	Proposed through 2026 CIP
62	00294	USOAC	Senior Public Transportation Training and Education Program	2000 MB	Disc-PT	Ops	$ (19)	Deprogramming balance from completed scope
						Total	**$ (17,657)**	

Sorted by Sponsor > CIP ID

Alameda CTC Comprehensive Investment Plan
Changes to Current Programming
Programming And Allocation Adjustments to previously approved 2024 CIP Update

								Programming and Allocations ($ x 1,000)							
									Prior Allocations	Two-Year Allocation Plan		Future Programming			
CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)	Change Notes
00497	AC Transit	The East Oakland Facility Battery Electric Bus Infrastructure Project	Multiple	2010 VRF	Disc-Tech	Transit	CON	2,000		2,000					2,000	New Programming and Allocation (Discretionary).
00424	Alameda	Alameda-Oakland Estuary Water Shuttle Pilot Program	1-North	2010 VRF	Disc-Transit	Transit	Ops	185	9	176					185	Technical Adjustment: Fund source & programming year change
00424	Alameda	Alameda-Oakland Estuary Water Shuttle Pilot Program	1-North	TFCA	Prog Mgr	Transit	Ops	(185)	(384)	199					(185)	Technical Adjustment: Fund source & programming year change
00424	Alameda	Alameda-Oakland Water Shuttle Operations (FY2027 & FY2028)	1-North	2010 VRF	Disc-Transit	Transit	Ops	534			267	267			267	New Programming and Allocation (Discretionary).
00424	Alameda	Alameda-Oakland Water Shuttle Operations (FY2027 & FY2028)	1-North	TFCA	FYE26	Transit	Ops	196			98	98			98	New Programming and Allocation (Discretionary).
00482	Alameda	Neighborhood Greenway Crossings: Safety & Connectivity Improvements	1-North	2014 MBB	TEP-45	Bike/Ped	PS&E	166		166					166	New Programming and Allocation (Discretionary).
00482	Alameda	Neighborhood Greenway Crossings: Safety & Connectivity Improvements	1-North	2014 MBB	TEP-45	Bike/Ped	CON	371		371					371	New Programming and Allocation (Discretionary).
00482	Alameda	Neighborhood Greenway Crossings: Safety & Connectivity Improvements	1-North	2010 VRF	Disc-BP	Bike/Ped	CON	1,463		1,463					1,463	New Programming and Allocation (Discretionary).
00484	Alameda	Willie Stargell Ave Safety and Transit Improvements	1-North	2010 VRF	Disc-Transit	Bike/Ped	Env	200		200					200	New Programming and Allocation (Discretionary).
00484	Alameda	Willie Stargell Ave Safety and Transit Improvements	1-North	2010 VRF	Disc-Transit	Bike/Ped	PS&E	600		600					600	New Programming and Allocation (Discretionary).
00496	Alameda	Doolittle Drive/State Route 61 & Bay Farm Island FEMA BRIC Match	1-North	2014 MBB	TEP-42	Bike/Ped	CON	937					937			New Programming and Allocation (Discretionary).
00335	Alameda	West End Bike Ped Bridge Project	1-North	2014 MBB	TEP-37	Bike/Ped	Planning / Scoping	(108)	(108)						(108)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00467	Alameda County	Bicycle and Pedestrian Improvements on Norbridge Avenue to Castro Valley BART Station	4-East	TFCA	FYE25	Bike/Ped	CON	87	87						87	Previously Approved Programming/Allocation on 10/24/24.
00492	Alameda County	Sustainable Mobility Improvements on Heyer Avenue	2-Central	2014 MBB	TEP-44	Bike/Ped	CON	2,000		2,000					2,000	New Programming and Allocation (Discretionary).
00053	Alameda CTC	Affordable Student Transit Pass Programs	Multiple	2014 MBB	TEP-08	Transit	Ops	(4,740)	(4,740)						(4,740)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00084	Alameda CTC	East-West Connector in Fremont & Union City	3-South	1986 MB	MB226	LSR	CON	(800)	(800)						(800)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00132	Alameda CTC	San Pablo Ave Safety Enhancements	1-North	2014 MBB	TEP-26	LSR	PE/Env	525		525					525	New Programming and Allocation.
00132	Alameda CTC	San Pablo Ave Safety Enhancements	1-North	2014 MBB	TEP-26	LSR	Final Design (PS&E)	1,100		1,100					1,100	New Programming and Allocation.
00192	Alameda CTC	Transportation Demand Management (TDM) Program	Multiple	TFCA	Prog Mgr	Transit	Ops	(316)	(316)						(316)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00192	Alameda CTC	Transportation Demand Management (TDM) Program	Multiple	TFCA	Prog Mgr	Transit	Ops	210	210						210	Technical Adjustment: Programming/Allocation approved on 12/7/23, prior to the 2024 CIP Update approval.
00192	Alameda CTC	Transportation Demand Management (TDM) Program	Multiple	TFCA	FYE26	Transit	Ops	419			419				419	New Programming and Allocation.
00211	Alameda CTC	NextGen Technology Pilot Initiative	Multiple	2014 MBB	TEP-46	Multiple	Planning / Scoping	(114)	(114)						(114)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds
00287	Alameda CTC	Oakland Alameda Access Project	1-North	2014 MBB	TEP-37	HWY	PE/Env	(258)	(258)						(258)	Technical Adjustment: Phase allocation shift.
00287	Alameda CTC	Oakland Alameda Access Project	1-North	2014 MBB	TEP-37	HWY	Final Design (PS&E)	258	258						258	Technical Adjustment: Phase allocation shift.
00287	Alameda CTC	Oakland Alameda Access Project	1-North	2014 MBB	TEP-37	HWY	ROW	(4,879)	(4,879)						(4,879)	Technical Adjustment: Phase allocation shift.
00287	Alameda CTC	Oakland Alameda Access Project	1-North	2014 MBB	TEP-37	HWY	CON	4,879	4,879						4,879	Technical Adjustment: Phase allocation shift.
00287	Alameda CTC	Oakland Alameda Access Project	1-North	2014 MBB	TEP-40	HWY	CON	22,500	22,500						22,500	Previously Approved Programming/Allocation on 9/26/24.
00287	Alameda CTC	Oakland Alameda Access Project	1-North	TFCA	FYE25	Bike/Ped	CON	311	311						311	Previously Approved Programming/Allocation on 10/24/24.
00288	Alameda CTC	Rail Safety Enhancement Program - Phase A	Multiple	2014 MBB	TEP-23	Freight	Final Design (PS&E)	3,830		3,830					3,830	New Programming and Allocation.
00477	Alameda CTC	I-580/I-680 Interchange Safety Improvements Project	4-East	2014 MBB	TEP-33	HWY	Planning / Scoping	1,100	1,100						1,100	Previously Approved Programming/Allocation on 12/5/24.
00479	Alameda CTC	East Bay Greenway Multimodal (EBGWMM) Phase 1, North Segment (Lake Merritt to Bayfair) Project	1-North	2014 MBB	TEP-42	Bike/Ped	Final Design (PS&E)	3,400	3,400						3,400	Previously Approved Programming/Allocation on 12/5/24.
00483	Albany	Cleveland Avenue Bikeway Project	1-North	2010 VRF	Disc-BP	Bike/Ped	CON	515			515				515	New Programming and Allocation (Discretionary).
00300	ASEB	Regrowth of Transportation Services for Individuals with Dementia	1-North	2000 MB	Disc-PT	Paratransit	Ops	(87)	(87)						(87)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00454	ASEB	ASEB Revitalization of Transportation Program after Pandemic	1-North	2000 MB	Disc-PT	Paratransit	Ops	(542)	(542)						(542)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.

Alameda CTC Comprehensive Investment Plan
Changes to Current Programming
Programming And Allocation Adjustments to previously approved 2024 CIP Update

CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programming and Allocations ($ x 1,000)							Change Notes
								Programmed Amount	Prior Allocations: Prior Thru FY2024-25	Two-Year Allocation Plan: FY2025-26	Two-Year Allocation Plan: FY2026-27	Future Programming: FY2027-28	Future Programming: FY2028-29	Future Programming: FY2029-30	Total Allocated (Thru FY26-27)	
00216	BART	Bay Fair Connection	2-Central	2014 MBB	TEP-18	Transit	Planning / Scoping	(500)	(500)						(500)	Technical adjustment: Deprogramming - redirected by sponsor to Core Capacity Program (CIPID 00450).
00341	BART	Vehicle Overhaul and Heavy Repairs Shop (VOHRS)	2-Central	2014 MBB	TEP-18	Transit	Final Design (PS&E)	(5,000)	(5,000)						(5,000)	Technical Adjustment: Deallocation - project rescinded by sponsor.
00419	BART	West Oakland BART TOD & Station Modernization	1-North	2014 MBB	TEP-45	Transit	CON	(117)	(117)						(117)	Technical Adjustment: Fund source change.
00419	BART	West Oakland BART TOD & Station Modernization	1-North	TFCA	Prog Mgr	Bike/Ped	CON	117	117						117	Technical Adjustment: Fund source change.
00498	BART	North Berkeley TOD Access Road	1-North	2010 VRF	Disc-Transit	Transit	CON	2,000			2,000				2,000	New Programming and Allocation (Discretionary).
00392	Berkeley	Telegraph Multimodal Corridor Project - PS&E	1-North	2014 MBB	TEP-44	Bike/Ped	PS&E	505		505					505	New Programming and Allocation (Discretionary).
00392	Berkeley	Telegraph Multimodal Corridor Project - PS&E	1-North	2010 VRF	Disc-Transit	Bike/Ped	PS&E	506		506					506	New Programming and Allocation (Discretionary).
00410	Berkeley	Adeline Street Transportation Improvements	1-North	2010 VRF	Disc-Transit	Transit	PE/Env	(495)	(495)						(495)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00422	Berkeley	Water Transportation / Ferry Project	1-North	2010 VRF	Disc-Transit	Transit	PE/Env	1,044	1,044						1,044	Technical Adjustment: Phase allocation shift.
00422	Berkeley	Water Transportation / Ferry Project	1-North	2010 VRF	Disc-Transit	Transit	Final Design (PS&E)	(1,044)	(1,044)						(1,044)	Technical Adjustment: Phase allocation shift.
00440	Berkeley	Adeline Street Transportation Improvements Project - PS&E	1-North	2010 VRF	Disc-Transit	Bike/Ped	PS&E	949			949				949	New Programming and Allocation (Discretionary).
00440	Berkeley	Adeline Street Transportation Improvements Project - PS&E	1-North	2014 MBB	TEP-45	Bike/Ped	PS&E	598			598				598	New Programming and Allocation (Discretionary).
00302	BORP	Accessible Group Trip Transportation for Youth and Adults with Disabilities	1-North	2014 MBB	TEP-12	Paratransit	Ops	(46)	(46)						(46)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00293	CIL	Community Connections Program (CoCo)	1-North	2000 MB	Disc-PT	Paratransit	Ops	(1)	(1)						(1)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00315	Dublin	Tassajara Road Arterial Management Project	4-East	TFCA	Prog Mgr	Transit	CON	(66)	(66)						(66)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00485	Dublin	San Ramon Road and Amador Valley Boulevard Intersection Improvements Project	4-East	2014 MBB	TEP-44	Bike/Ped	CON	1,053		1,053					1,053	New Programming and Allocation (Discretionary).
00485	Dublin	San Ramon Road and Amador Valley Boulevard Intersection Improvements Project	4-East	2010 VRF	Disc-Tech	Bike/Ped	CON	803		803					803	New Programming and Allocation (Discretionary).
00490	Dublin	Village Parkway and Amador Valley Boulevard Intersection Improvements Project	4-East	2014 MBB	TEP-44	Bike/Ped	CON	1,215				1,215				New Programming and Allocation (Discretionary).
00490	Dublin	Village Parkway and Amador Valley Boulevard Intersection Improvements Project	4-East	2010 VRF	Disc-Tech	Bike/Ped	CON	285				285				New Programming and Allocation (Discretionary).
00500	Dublin	Fiber Optic Cable Installation on Dublin Boulevard Project	4-East	2010 VRF	Disc-Tech	Technology	CON	1,854		1,854					1,854	New Programming and Allocation (Discretionary).
00228	EBRPD	San Francisco Bay Trail - Doolittle Drive	1-North	2014 MBB	TEP-42	Bike/Ped	CON	(464)	(464)						(464)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00435	EBRPD	Oakland Bay Trail Extension	1-North	2014 MBB	TEP-42	Bike/Ped	CON	(925)	(925)						(925)	Technical Adjustment: Programming year change.
00435	EBRPD	Oakland Bay Trail Extension	1-North	2014 MBB	TEP-42	Bike/Ped	CON	925		925					925	Technical Adjustment: Programming year change.
00435	EBRPD	Oakland Bay Trail Extension	1-North	TFCA	Prog Mgr	Bike/Ped	CON	(175)	(175)						(175)	Technical Adjustment: Programming year change
00435	EBRPD	Oakland Bay Trail Extension	1-North	TFCA	FYE26	Bike/Ped	CON	175		175					175	Technical Adjustment: Programming year change
00303	EDI	Fast Accessible Safe Transportation Emergency Repair (FASTER)	1-North	2014 MBB	TEP-12	Paratransit	Ops	(8)	(8)						(8)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00271	Emeryville	8-To-Go: A City Based Door-to-Door Paratransit Service (FY 17/18 and FY 18/19)	1-North	2014 MBB	TEP-12	Paratransit	Ops	18	18						18	Technical adjustment: Correction to erroneous deprogramming
00423	Emeryville	Emery Go-Round Operating Expenses (FY26-FY27 and FY27-28)	1-North	2010 VRF	Disc-Transit	Transit	Ops	(749)			(375)	(374)			(375)	Technical Adjustment: Fund source change.
00423	Emeryville	Emery Go-Round Operating Expenses (FY26-FY27 and FY27-28)	1-North	TFCA	FYE26	Transit	Ops	749			375	374			375	Technical Adjustment: Fund source change.
00423	Emeryville	Emery Go-Round Operating Expenses (FY2029 & FY2030)	1-North	2010 VRF	Disc-Transit	Transit	Ops	1,000					500	500		New Programming and Allocation (Discretionary).
00458	Emeryville	Micro Transit Expanded Transportation Program	1-North	2000 MB	Disc-PT	Paratransit	Ops	(146)	(146)						(146)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00480	Emeryville	40th Street Multimodal Project Part 2	1-North	2014 MBB	TEP-42	Bike/Ped	CON	2,000		2,000					2,000	New Programming and Allocation (Discretionary).
00140	Fremont	Warm Springs BART Station - West Side Access	3-South	2014 MBB	TEP-45	Transit	CON	(396)	(396)						(396)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00140	Fremont	Warm Springs BART Station - West Side Access	3-South	2014 MBB	TEP-21	Transit	CON	(4)	(4)						(4)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.

Alameda CTC Comprehensive Investment Plan
Changes to Current Programming
Programming And Allocation Adjustments to previously approved 2024 CIP Update

								Programming and Allocations ($ x 1,000)							
									Prior Allocations	Two-Year Allocation Plan		Future Programming			
CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)	Change Notes
00186	Fremont	Fremont Signal Timing Optimization: Paseo Padre Pkwy, Fremont Blvd, Decoto Rd, and Auto Mall Pkwy	3-South	TFCA	Prog Mgr	LSR	CON	(99)	(99)						(99)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00305	Fremont	I-880 Interchange Modernization & Area Imprvts: (Mission Blvd, Washington, Auto Mall Pkwy, Auto Mall Pkwy / WarmSprings Intersection)	3-South	2014 MBB	TEP-21	HWY	Planning / Scoping	(2,077)	(2,077)						(2,077)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00309	Fremont	I-880 Bridge at Pacific Commons Trail	3-South	2014 MBB	TEP-21	Bike/Ped	PE/Env	(1,822)	(1,822)						(1,822)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00468	Fremont	Fremont Boulevard Elevated Bikeway	3-South	TFCA	FYE26	Bike/Ped	CON	369		369					369	Previously Approved Programming/Allocation on 10/24/24.
00468	Fremont	Fremont Boulevard Multimodal Corridor (Downtown to Irvington) Project	3-South	TFCA	FYE26	Bike/Ped	CON	3		3					3	New Programming and Allocation (Discretionary).
00468	Fremont	Fremont Boulevard Multimodal Corridor (Downtown to Irvington) Project	3-South	2014 MBB	TEP-45	Bike/Ped	CON	1,497		1,497					1,497	New Programming and Allocation (Discretionary).
00468	Fremont	Fremont Boulevard Multimodal Corridor (Downtown to Irvington) Project	3-South	2010 VRF	Disc-Tech	Bike/Ped	CON	500		500					500	New Programming and Allocation (Discretionary).
00492	Fremont	Warm Springs Boulevard/S Grimmer Boulevard Intersection Improvement Project	3-South	2014 MBB	TEP-44	Bike/Ped	CON	228		228					228	New Programming and Allocation (Discretionary).
00492	Fremont	Warm Springs Boulevard/S Grimmer Boulevard Intersection Improvement Project	3-South	2014 MBB	TEP-45	Bike/Ped	CON	1,772		1,772					1,772	New Programming and Allocation (Discretionary).
00493	Fremont	Centerville Rail Crossing Safety Enhancement Project	3-South	2014 MBB	TEP-44	Bike/Ped	Env	20		20					20	New Programming and Allocation (Discretionary).
00493	Fremont	Centerville Rail Crossing Safety Enhancement Project	3-South	2014 MBB	TEP-44	Bike/Ped	PS&E	1,500		1,500					1,500	New Programming and Allocation (Discretionary).
00363	Hayward	Cesar Chavez Middle School – Safe Routes to School	2-Central	2000 MB	Disc-BP	Bike/Ped	CON	(14)	(14)						(14)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00486	Hayward	Downtown Bike Loop	2-Central	2014 MBB	TEP-45	Bike/Ped	PS&E	75		75					75	New Programming and Allocation (Discretionary).
00486	Hayward	Downtown Bike Loop	2-Central	2014 MBB	TEP-45	Bike/Ped	CON	343			343				343	New Programming and Allocation (Discretionary).
00486	Hayward	Downtown Bike Loop	2-Central	TFCA	FYE26	Bike/Ped	CON	332			332				332	New Programming and Allocation (Discretionary).
00489	Hayward	D Street Traffic Calming Project	2-Central	2010 VRF	Disc-BP	Bike/Ped	PS&E	44		44					44	New Programming and Allocation (Discretionary).
00489	Hayward	D Street Traffic Calming Project	2-Central	2010 VRF	Disc-BP	Bike/Ped	CON	456			456				456	New Programming and Allocation (Discretionary).
00245	LAVTA	Wheels Forward/2020 Plan	4-East	2000 MB	Disc-Transit	Transit	Planning / Scoping	(139)	(139)						(139)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds
00298	LAVTA	Para-Taxi Debit Card	4-East	2000 MB	Disc-PT	Paratransit	Ops	(6)	(6)						(6)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00299	LAVTA	Para-Taxi Operations	4-East	2000 MB	Disc-PT	Paratransit	Ops	(27)	(27)						(27)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00463	LAVTA	Atlantis Facility Construction	4-East	2010 VRF	Disc-Transit	Transit	CON	2,000					2,000			New Programming and Allocation (Discretionary).
00474	LAVTA	Transit Signal Priority Upgrade and Expansion	4-East	TFCA	FYE25	Transit	CON	95	95						95	Previously Approved Programming/Allocation on 10/24/24.
00475	LAVTA	Route 30R Weekday Operations	4-East	TFCA	FYE25	Transit	CON	366	366						366	Previously Approved Programming/Allocation on 10/24/24.
00364	Livermore	Lawrence Elementary School Safe Routes to School Improvements	4-East	2000 MB	Disc-BP	Bike/Ped	Final Design (PS&E)	(7)	(7)						(7)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00404	Livermore	Robertson Park/Concannon and Epson/Concannon Crossing Improvements	4-East	2000 MB	Disc-BP	Bike/Ped	Final Design (PS&E)	(49)	(49)						(49)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00404	Livermore	Robertson Park/Concannon and Epson/Concannon Crossing Improvements	4-East	2000 MB	Disc-BP	Bike/Ped	CON	(8)	(8)						(8)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00495	Livermore	Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project	4-East	2014 MBB	TEP-44	Bike/Ped	CON	825		825					825	New Programming and Allocation (Discretionary).
00427	MTC	West Oakland Link	1-North	TFCA	Prog Mgr	Bike/Ped	CON	(344)	(344)						(344)	Technical Adjustment: Proposed through 2026 CIP.
00427	MTC	West Oakland Link	1-North	TFCA	FYE26	Bike/Ped	CON	344		344					344	Previously Approved Programming/Allocation on 10/24/24.
00427	MTC	West Oakland Link	1-North	TFCA	FYE26	Bike/Ped	CON	(37)		(37)					(37)	Technical Adjustment: Proposed through 2026 CIP.
00427	MTC	West Oakland Link	1-North	2014 MBB	TEP-42	Bike/Ped	CON	7,500		7,500					7,500	New Programming and Allocation (Discretionary).
00326	MTC / Alameda CTC	I-80 DAA and Near-term improvements	1-North	2010 VRF	Disc-Transit	Transit	PE/Env	(27)	(27)						(27)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00328	MTC / Alameda CTC	Bay Bridge Bicycle/Pedestrain LINK	1-North	2000 MB	Disc-BP	Transit	Final Design (PS&E)	(3,000)	(3,000)						(3,000)	Technical Adjustment: Phase allocation shift.
00328	MTC / Alameda CTC	Bay Bridge Bicycle/Pedestrain LINK	1-North	2000 MB	Disc-BP	Bike/Ped	CON	3,000			3,000				3,000	Technical Adjustment: Phase allocation shift.
00426	Newark	Old Town PDA Road Diet and Complete Street Improvement Project	3-South	TFCA	Prog Mgr	Bike/Ped	CON	(69)	(69)						(69)	Technical Adjustment: Programming year change and amount correction.

Alameda CTC Comprehensive Investment Plan
Changes to Current Programming
Programming And Allocation Adjustments to previously approved 2024 CIP Update

CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programming and Allocations ($ x 1,000)								Change Notes
									Prior Allocations	Two-Year Allocation Plan		Future Programming				
								Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)	
00426	Newark	Old Town PDA Road Diet and Complete Street Improvement Project	3-South	TFCA	FYE26	Bike/Ped	CON	68		68					68	Technical Adjustment: Programming year change and amount correction.
00249	Oakland	27th Street Complete Streets	1-North	2014 MBB	TEP-45	LSR	PE/Env	(16)	(16)						(16)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds
00249	Oakland	27th Street Complete Streets	1-North	2014 MBB	TEP-45	LSR	Final Design (PS&E)	(825)	(825)						(825)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds
00469	Oakland	Calm East Oakland Streets	1-North	TFCA	FYE25	Bike/Ped	CON	497	497						497	Previously Approved Programming/Allocation on 10/24/24.
00470	Oakland	Battery Electric Street Sweeper	1-North	TFCA	FYE25	Bike/Ped	CON	104	104						104	Previously Approved Programming/Allocation on 10/24/24.
00471	Oakland	Laurel Access to Mills, Maxwell Park, and Seminary (LAMMPS) Phase II and III	1-North	TFCA	FYE25	Bike/Ped	CON	175	175						175	Previously Approved Programming/Allocation on 10/24/24.
00472	Oakland	Martin Luther King Jr. Way Complete Streets	1-North	TFCA	FYE26	Bike/Ped	CON	187		187					187	Previously Approved Programming/Allocation on 10/24/24.
00472	Oakland	Martin Luther King Jr. Way Complete Streets	1-North	TFCA	FYE26	Bike/Ped	CON	40		40					40	New Programming and Allocation (Discretionary).
00472	Oakland	Martin Luther King Jr. Way Complete Streets	1-North	2000 MB	Disc-Transit	Bike/Ped	CON	1,000		1,000					1,000	New Programming and Allocation (Discretionary).
00472	Oakland	Martin Luther King Jr. Way Complete Streets	1-North	2014 MBB	TEP-45	Bike/Ped	CON	960		960					960	New Programming and Allocation (Discretionary).
00487	Oakland	Chinatown 9th Street Complete Streets Project	1-North	2014 MBB	TEP-45	Bike/Ped	PS&E	2,000		2,000					2,000	New Programming and Allocation (Discretionary).
00499	Oakland	Speed Camera Implementation	1-North	2010 VRF	Disc-Tech	Technology	CON	2,000		2,000					2,000	New Programming and Allocation (Discretionary).
00370	Piedmont	Oakland Avenue Pedestrian Enhancement Project	1-North	2000 MB	Disc-BP	Bike/Ped	Final Design (PS&E)	(5)	(5)						(5)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
00491	Piedmont	Moraga Avenue Pedestrian Safety Project	1-North	2010 VRF	Disc-Tech	Bike/Ped	PS&E	97		97					97	New Programming and Allocation (Discretionary).
00491	Piedmont	Moraga Avenue Pedestrian Safety Project	1-North	2014 MBB	TEP-44	Bike/Ped	CON	651			651				651	New Programming and Allocation (Discretionary).
00473	Pleasanton	Pleasanton Trip Reduction Program	4-East	TFCA	FYE25	Transit	CON	85	85						85	Previously Approved Programming/Allocation on 10/24/24.
00488	Pleasanton	West Las Positas Boulevard Multimodal Reconstruction Project (Iron Horse Trail to Santa Rita Road)	4-East	2010 VRF	Disc-BP	Bike/Ped	PS&E	750		750					750	New Programming and Allocation (Discretionary).
00494	Pleasanton	I-580 Overcrossing Bicycle and Pedestrian Improvements	4-East	2000 MB	Disc-BP	Bike/Ped	PS&E	350		350					350	New Programming and Allocation (Discretionary).
00494	Pleasanton	I-580 Overcrossing Bicycle and Pedestrian Improvements	4-East	2014 MBB	TEP-45	Bike/Ped	PS&E	175		175					175	New Programming and Allocation (Discretionary).
00478	Port of Oakland	Next Generation Fuel Cell Electric Top Loader and Wet-Hose Mobile Refueler Project	1-North	2014 MBB	TEP-46	Freight	CON	2,000	2,000						2,000	Previously Approved Programming/Allocation on 12/5/24.
00190	San Leandro	LINKS Shuttle Operations	2-Central	2010 VRF	Disc-Transit	Transit	Ops	(76)	(30)		(23)	(23)			(53)	Technical Adjustments: Deallocation of balance from prior allocation and fund source change for future years.
00190	San Leandro	LINKS Shuttle Operations (FY2029 & FY2030)	2-Central	2010 VRF	Disc-Transit	Transit	Ops	386					188	198		New Programming and Allocation (Discretionary).
00190	San Leandro	LINKS Shuttle Operations (FY2027 & FY2028)	2-Central	TFCA	FYE26	Transit	Ops	46			23	23			23	Technical Adjustment: Fund source change.
00481	San Leandro	Bancroft Avenue and Williams Street Bicycle Corridor Project	2-Central	2014 MBB	TEP-45	Bike/Ped	PS&E	2,000		2,000					2,000	New Programming and Allocation (Discretionary).
00466	SJRRC	Union City Intermodal Station Phase 3 Project	4-East	2014 MBB	TEP-22	Transit	PE/Env	3,000	3,000						3,000	Technical Adjustment: Programming/Allocation approved on 2/22/24, prior to the 2024 CIP Update approval.
00191	Union City	Union City Boulevard Bike Lanes Phase 2	3-South	TFCA	Prog Mgr	Bike/Ped	CON	(136)	(136)						(136)	Technical Adjustment: Programming year change.
00191	Union City	Union City Boulevard Bike Lanes Phase 3	3-South	TFCA	Prog Mgr	Bike/Ped	CON	136	136						136	Technical Adjustment: Programming year change.
00333	Union City	Quarry Lakes Parkway	3-South	1986 MB	MB226	LSR	Final Design (PS&E)	3,995		3,995					3,995	New Programming and Allocation.
00390	Union City	Union City Electric Bus Infrastructure	3-South	TFCA	Prog Mgr	Transit	CON	(1,500)	(1,500)						(1,500)	Technical Adjustment: Proposed through 2026 CIP.
00476	Union City	Union City Transit Electric Bus & Infrastructure	3-South	TFCA	FYE26	Transit	CON	467		467					467	Previously Approved Programming/Allocation on 10/24/24.
00476	Union City	Union City Transit Electric Bus & Infrastructure	3-South	TFCA	FYE26	Transit	CON	16		16					16	New Programming and Allocation (Discretionary).
00476	Union City	Union City Transit Battery Electric Bus Charging Infrastructure	3-South	2010 VRF	Disc-Tech	Transit	CON	1,017		1,017					1,017	New Programming and Allocation (Discretionary).
00294	USOAC	Senior Public Transportation Training and Education Program	1-North	2000 MB	Disc-PT	Paratransit	Ops	(19)	(19)						(19)	Technical Adjustment: Deallocation of balance. Scope complete/unused funds.
								74,586	**8,557**	**50,213**	**9,628**	**1,865**	**3,625**	**698**	**68,398**	

Sorted by Sponsor > CIP ID

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
2026 CIP Programming and Allocations

								Programming and Allocations ($ x 1,000)						
									Prior Allocations	Two-Year Allocation Plan		Future Programming		
CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00004	AC Transit	Preservation of Existing Services in Communities of Concern	Multiple	Lifeline	STA	Transit	Ops	3,583	3,583						3,583
00004	AC Transit	Preservation of Existing Services in Communities of Concern	Multiple	Lifeline	JARC	Transit	Ops	1,417	1,417						1,417
00006	AC Transit	Ashland and Cherryland Transit Access Improvements (Ala. County)	2-Central	Lifeline	STA	Transit	CON	450	450						450
00007	AC Transit	Additional Preservation of Existing Services in Communities of Concern	Multiple	Lifeline	STA	Transit	Ops	1,741	1,741						1,741
00009	AC Transit	City of Oakland Broadway Shuttle	1-North	Lifeline	JARC	Transit	Ops	405	405						405
00050	AC Transit	AC Transit: East Bay Bus Rapid Transit	1-North	TFCA	Prog Mgr	Transit	CON	925	925						925
00050	AC Transit	AC Transit: East Bay Bus Rapid Transit	1-North	2000 MB	07A	Transit	Various	11,510	11,510						11,510
00050	AC Transit	AC Transit: East Bay Bus Rapid Transit	1-North	2014 MBB	TEP-13	Transit	CON	10,000	10,000						10,000
00056	AC Transit	Grand/MacArthur BRT	1-North	2014 MBB	TEP-15	Transit	Planning / Scoping	97	97						97
00057	AC Transit	College/Broadway Corridor Transit Priority	1-North	2014 MBB	TEP-16	Transit	Planning / Scoping	100	100						100
00171	AC Transit	Line 97 Corridor Improvements (Signal timing component)	2-Central	TFCA	Prog Mgr	Transit	Various	228	228						228
00193	AC Transit	Berkeley Southside Pilot Transit Lanes (including Telegraph, Bancroft)	1-North	2010 VRF	Disc-Transit	Transit	Various	300	300						300
00194	AC Transit	Rapid Bus Corridor Upgrades (San Pablo and Telegraph Corridors)	1-North	2000 MB	Disc-Transit	Transit	Final Design (PS&E)	447	447						447
00194	AC Transit	Rapid Bus Corridor Upgrades (San Pablo and Telegraph Corridors)	1-North	2000 MB	Disc-Transit	Transit	PE/Env	536	536						536
00194	AC Transit	Rapid Bus Corridor Upgrades (San Pablo and Telegraph Corridors)	1-North	2010 VRF	Disc-Transit	Transit	CON	4,018	4,018						4,018
00379	AC Transit	Quick Builds	1-North	OBAG	STP/CMAQ	Transit	CON	954	954						954
00380	AC Transit	Tempo Quick Build Transit Lane Delineation	1-North	OBAG	STP/CMAQ	Transit	CON	300	300						300
00381	AC Transit	Oakland Traffic Management Center	1-North	2000 MB	Disc-Transit	Transit	CON	375	375						375
00421	AC Transit	Fruitvale Corridor	1-North	2010 VRF	Disc-Transit	Transit	Planning / Scoping	75	75						75
00421	AC Transit	Fruitvale Corridor	1-North	2010 VRF	Disc-Transit	Transit	PE/Env	283	283						283
00421	AC Transit	Fruitvale Corridor	1-North	2010 VRF	Disc-Transit	Transit	Final Design (PS&E)	221	221						221
00421	AC Transit	Fruitvale Corridor	1-North	2010 VRF	Disc-Transit	Transit	CON	1,144	1,144						1,144
00421	AC Transit	Fruitvale Corridor	1-North	OBAG	STP/CMAQ	Transit	CON	2,000	2,000						2,000
00446	AC Transit	High-Priority Bus Stop Improvements Project	Multiple	2010 VRF	Disc-Transit	Transit	CON	1,800	1,800						1,800
00452	AC Transit	The East Bay Paratransit Travel Training Program	Multiple	2000 MB	MB-T2	Paratransit	Ops	673	673						673
00452	AC Transit	The East Bay Paratransit Travel Training Program	Multiple	2000 MB	Disc-PT	Paratransit	Ops	59	59						59
00460	AC Transit	Purchase of 10 Zero-emission Buses	Multiple	STIP	RIP	Transit	CON	13,125	13,125						13,125
00497	AC Transit	The East Oakland Facility Battery Electric Bus Infrastructure Project	Multiple	2010 VRF	Disc-Tech	Transit	CON	2,000		2,000					2,000
00087	Alameda	Alameda City Complete Streets	1-North	OBAG	STP	Bike/Ped	CON	505	505						505

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
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								Programming and Allocations ($ x 1,000)							
									Prior Allocations	Two-Year Allocation Plan		Future Programming			
CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00195	Alameda	Alameda Point Bus Rapid Transit - Dedicated Bus Lanes	1-North	2014 MBB	TEP-14	Transit	Planning / Scoping	450	450						450
00195	Alameda	Alameda Point Bus Rapid Transit - Dedicated Bus Lanes	1-North	2014 MBB	TEP-14	Transit	PE/Env	450	450						450
00195	Alameda	Alameda Point Bus Rapid Transit - Dedicated Bus Lanes	1-North	2014 MBB	TEP-14	Transit	Final Design (PS&E)	450	450						450
00195	Alameda	Alameda Point Bus Rapid Transit - Dedicated Bus Lanes	1-North	2014 MBB	TEP-14	Transit	CON	7,650				7,650			
00196	Alameda	Central Avenue Complete Street	1-North	OBAG	STP/CMAQ	LSR	CON	3,487	3,487						3,487
00197	Alameda	City Wide Street Resurfacing - Pavement Management	1-North	OBAG	LSR	LSR	CON	827	827						827
00198	Alameda	Clement Avenue Complete Street	1-North	OBAG	STP/CMAQ	LSR	PE/Env	124	124						124
00198	Alameda	Clement Avenue Complete Street	1-North	OBAG	STP/CMAQ	LSR	Final Design (PS&E)	443	443						443
00198	Alameda	Clement Avenue Complete Street	1-North	OBAG	STP/CMAQ	LSR	CON	4,451	4,451						4,451
00199	Alameda	Clement Avenue East Extension and Tilden Way	1-North	2014 MBB	TEP-26	LSR	Planning / Scoping	244	244						244
00199	Alameda	Clement Avenue East Extension and Tilden Way	1-North	2014 MBB	TEP-26	LSR	PE/Env	244	244						244
00199	Alameda	Clement Avenue East Extension and Tilden Way	1-North	2014 MBB	TEP-26	LSR	Final Design (PS&E)	434	434						434
00199	Alameda	Clement Avenue East Extension and Tilden Way	1-North	2014 MBB	TEP-26	LSR	ROW	1,097	1,097						1,097
00199	Alameda	Clement Avenue East Extension and Tilden Way	1-North	2014 MBB	TEP-26	LSR	CON	6,376	6,376						6,376
00200	Alameda	Seaplane Lagoon Ferry Terminal	1-North	2014 MBB	TEP-45	Transit	CON	8,200	8,200						8,200
00314	Alameda	Otis Drive Traffic Calming and Safety Improvement Project	1-North	TFCA	Prog Mgr	Transit	CON	175	175						175
00335	Alameda	West End Bike Ped Bridge Project	1-North	2014 MBB	TEP-37	Bike/Ped	Planning / Scoping	1,447	1,447						1,447
00345	Alameda	Alameda Commercial and Slow Streets Program	1-North	2000 MB	Disc-BP	Bike/Ped	CON	30	30						30
00358	Alameda	Implement 8 School Safety Assessments in Alameda	1-North	2000 MB	Disc-BP	Bike/Ped	CON	84	84						84
00397	Alameda	Cross Alameda Trail Gap-Closing Connectors	1-North	2000 MB	Disc-BP	Bike/Ped	CON	192	192						192
00397	Alameda	Cross Alameda Trail Gap-Closing Connectors	1-North	TFCA	Prog Mgr	Bike/Ped	CON	100	100						100
00418	Alameda	Citywide High-priority Roundabouts	1-North	OBAG	STP/CMAQ	Bike/Ped	CON	2,325	2,325						2,325
00424	Alameda	Alameda-Oakland Estuary Water Shuttle Pilot Program	1-North	2010 VRF	Disc-Transit	Transit	Ops	601	425	176					601
00424	Alameda	Alameda-Oakland Estuary Water Shuttle Pilot Program	1-North	TFCA	Prog Mgr	Transit	Ops	399	200	199					399
00424	Alameda	Alameda-Oakland Water Shuttle Operations (FY2027 & FY2028)	1-North	2010 VRF	Disc-Transit	Transit	Ops	534			267	267			267
00424	Alameda	Alameda-Oakland Water Shuttle Operations (FY2027 & FY2028)	1-North	TFCA	FYE26	Transit	Ops	196			98	98			98
00437	Alameda	Lincoln Avenue/Marshall Way/Pacific Avenue Corridor Improvement Project	1-North	2014 MBB	TEP-44	Bike/Ped	PE/Env	162	162						162
00437	Alameda	Lincoln Avenue/Marshall Way/Pacific Avenue Corridor Improvement Project	1-North	2014 MBB	TEP-44	Bike/Ped	Final Design (PS&E)	405	405						405
00482	Alameda	Neighborhood Greenway Crossings: Safety & Connectivity Improvements	1-North	2014 MBB	TEP-45	Bike/Ped	PS&E	166		166					166

Alameda CTC Comprehensive Investment Plan
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									Prior Allocations	Two-Year Allocation Plan		Future Programming			
CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00482	Alameda	Neighborhood Greenway Crossings: Safety & Connectivity Improvements	1-North	2014 MBB	TEP-45	Bike/Ped	CON	371		371					371
00482	Alameda	Neighborhood Greenway Crossings: Safety & Connectivity Improvements	1-North	2010 VRF	Disc-BP	Bike/Ped	CON	1,463		1,463					1,463
00484	Alameda	Willie Stargell Ave Safety and Transit Improvements	1-North	2010 VRF	Disc-Transit	Bike/Ped	Env	200		200					200
00484	Alameda	Willie Stargell Ave Safety and Transit Improvements	1-North	2010 VRF	Disc-Transit	Bike/Ped	PS&E	600		600					600
00496	Alameda	Doolittle Drive/State Route 61 & Bay Farm Island FEMA BRIC Match	1-North	2014 MBB	TEP-42	Bike/Ped	CON	937					937		
00088	Alameda County	Alameda Co-Various Streets and Roads Preservation	4-East	OBAG	STP	LSR	CON	1,565	1,565						1,565
00127	Alameda County	Hesperian Blvd Corridor Improvement (A St - I880)	2-Central	2014 MBB	TEP-26	LSR	CON	7,000	7,000						7,000
00162	Alameda County	East Castro Valley Boulevard Class II Bike Lanes	4-East	TFCA	Prog Mgr	Bike/Ped	Various	62	62						62
00201	Alameda County	Alameda County Parking Demand and Management Strategy Study	2-Central	2000 MB	Disc-TCD	Transit	Planning / Scoping	87	87						87
00202	Alameda County	East 14th St. Corridor Improvement Project Phase II (San Leandro Area)	2-Central	2014 MBB	TEP-26	LSR	CON	7,194	7,194						7,194
00202	Alameda County	East 14th St. Corridor Improvement Project Phase II (San Leandro Area)	2-Central	TFCA	Prog Mgr	Bike/Ped	CON	245	245						245
00203	Alameda County	Meekland Avenue Corridor Improvement Phase II (Cherryland/Ashland Area)	2-Central	OBAG	STP/CMAQ	LSR	CON	9,300	9,300						9,300
00204	Alameda County	Pavement Preservation - Various Roadways in Central Unincorporated Alameda County	4-East	OBAG	LSR	LSR	CON	2,171	2,171						2,171
00205	Alameda County	Pavement Preservation - Various Roadways in Rural Unincorporated Alameda County (FAS)	2-Central	OBAG	LSR	LSR	CON	1,779	1,779						1,779
00319	Alameda County	Hesperian Blvd Class 2 Bike Lanes	2-Central	TFCA	Prog Mgr	Bike/Ped	CON	137	137						137
00329	Alameda County	East Lewelling Blvd Class 4 Bike Lanes	2-Central	TFCA	Prog Mgr	Bike/Ped	CON	137	137						137
00344	Alameda County	Unincorporated Alameda County Bicycle Route Signage	2-Central	2000 MB	Disc-BP	Bike/Ped	CON	11	11						11
00357	Alameda County	Sidewalk & Intersection Improvements to access Royal Sunset High School	2-Central	2000 MB	Disc-BP	Bike/Ped	CON	136	136						136
00377	Alameda County	Anita Avenue Streetscape Improvements	2-Central	OBAG	STP/CMAQ	Bike/Ped	CON	2,000	2,000						2,000
00396	Alameda County	East Lewelling Blvd Streetscape Improvements Phase II	2-Central	2010 VRF	Disc-BP	Bike/Ped	CON	1,950	1,950						1,950
00409	Alameda County	Mission Boulevard Phase III Corridor Improvements	2-Central	2000 MB	Disc-BP	Bike/Ped	CON	1,852	1,852						1,852
00409	Alameda County	Mission Boulevard Phase III Corridor Improvements	2-Central	TFCA	Prog Mgr	Bike/Ped	CON	98	98						98
00409	Alameda County	Mission Boulevard Phase III Corridor Improvements	2-Central	OBAG	STP/CMAQ	Bike/Ped	CON	4,950	4,950						4,950
00429	Alameda County	Upper San Lorenzo Creekway	2-Central	OBAG	STP/CMAQ	Bike/Ped	CON	9,621	9,621						9,621
00465	Alameda County	East Bay Greenway Multimodal (Phase 1): Bayfair to 162nd Ave (County Segment)	2-Central	2014 MBB	TEP-42	Bike/Ped	Final Design (PS&E)	1,500	1,500						1,500
00467	Alameda County	Bicycle and Pedestrian Improvements on Norbridge Avenue to Castro Valley BART Station	4-East	TFCA	FYE25	Bike/Ped	CON	87	87						87
00492	Alameda County	Sustainable Mobility Improvements on Heyer Avenue	2-Central	2014 MBB	TEP-44	Bike/Ped	CON	2,000		2,000					2,000
00217	Alameda County / LAVTA	Dublin/Pleasanton BART Parking Expansion	4-East	2010 VRF	Disc-Transit	Transit	CON	7,000	7,000						7,000
00019	Alameda CTC	Countywide Bicycle Pedestrian Planning/Promotion	Multiple	2000 MB	Disc-BP	Bike/Ped	Ops	8	8						8

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
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CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00033	Alameda CTC	Transportation Services for Hospital Discharge and Wheelchair/Scooter Breakdown	Multiple	2000 MB	Disc-PT	Paratransit	Ops	109	109						109
00053	Alameda CTC	Affordable Student Transit Pass Programs	Multiple	2014 MBB	TEP-08	Transit	Ops	10,260	10,260						10,260
00054	Alameda CTC	Affordable Transit for Seniors and People with Disabilities - Needs Assessment	Multiple	2014 MBB	TEP-12	Paratransit	Planning / Scoping	1	1						1
00069	Alameda CTC	I-80 Gilman Street Interchange Improvements	1-North	2014 MBB	TEP-29	HWY	PE/Env	4,182	4,182						4,182
00069	Alameda CTC	I-80 Gilman Street Interchange Improvements	1-North	2014 MBB	TEP-29	HWY	Final Design (PS&E)	7,200	7,200						7,200
00069	Alameda CTC	I-80 Gilman Street Interchange Improvements	1-North	2014 MBB	TEP-26	HWY	Final Design (PS&E)	841	841						841
00069	Alameda CTC	I-80 Gilman Street Interchange Improvements	1-North	2014 MBB	TEP-29	HWY	ROW	353	353						353
00069	Alameda CTC	I-80 Gilman Street Interchange Improvements	1-North	2014 MBB	TEP-26	HWY	ROW	4,201	4,201						4,201
00069	Alameda CTC	I-80 Gilman Street Interchange Improvements	1-North	2014 MBB	TEP-27	HWY	ROW	15	15						15
00069	Alameda CTC	I-80 Gilman Street Interchange Improvements	1-North	2014 MBB	TEP-27	HWY	CON	3,484	3,484						3,484
00069	Alameda CTC	I-80 Gilman Street Interchange Improvements	1-North	2014 MBB	TEP-26	HWY	CON	10,231	10,231						10,231
00069	Alameda CTC	I-80 Gilman Street Interchange Improvements	1-North	2014 MBB	TEP-29	HWY	CON	265	265						265
00069	Alameda CTC	I-80 Gilman Street Interchange Improvements	1-North	2014 MBB	CCR	HWY	CON	3,581	3,581						3,581
00069	Alameda CTC	I-80 Gilman Street Interchange Improvements	1-North	TFCA	Prog Mgr	HWY	CON	364	364						364
00070	Alameda CTC	I-80 Ashby Interchange Improvements	1-North	2014 MBB	TEP-30	HWY	Planning / Scoping	12	12						12
00070	Alameda CTC	I-80 Ashby Interchange Improvements	1-North	2014 MBB	TEP-30	HWY	PE/Env	5,838	5,838						5,838
00070	Alameda CTC	I-80 Ashby Interchange Improvements	1-North	2014 MBB	TEP-30	HWY	Final Design (PS&E)	13,219	13,219						13,219
00070	Alameda CTC	I-80 Ashby Interchange Improvements	1-North	STIP	RIP	HWY	CON	50	50						50
00071	Alameda CTC	SR-84/I-680 Interchange and SR-84 Widening	4-East	2014 MBB	TEP-31	HWY	PE/Env	1,731	1,731						1,731
00071	Alameda CTC	SR-84/I-680 Interchange and SR-84 Widening	4-East	2014 MBB	TEP-31	HWY	Final Design (PS&E)	10,724	10,724						10,724
00071	Alameda CTC	SR-84/I-680 Interchange and SR-84 Widening	4-East	2014 MBB	TEP-31	HWY	ROW	30,688	30,688						30,688
00071	Alameda CTC	SR-84/I-680 Interchange and SR-84 Widening	4-East	2014 MBB	TEP-31	HWY	CON	78,857	78,857						78,857
00071	Alameda CTC	SR-84/I-680 Interchange and SR-84 Widening	4-East	2014 MBB	TEP-26	HWY	ROW	546	546						546
00071	Alameda CTC	SR-84/I-680 Interchange and SR-84 Widening	4-East	2014 MBB	TEP-26	HWY	CON	854	854						854
00071	Alameda CTC	SR-84/I-680 Interchange and SR-84 Widening	4-East	SB-1	LPP	HWY	CON	8,600	8,600						8,600
00075	Alameda CTC	I-680 Sunol Express Lanes: SR-237 to SR84	3-South	2014 MBB	TEP-35	HWY	Planning / Scoping	1	1						1
00075	Alameda CTC	I-680 Sunol Express Lanes: SR-237 to SR84	3-South	2014 MBB	TEP-35	HWY	Final Design (PS&E)	2,792	2,792						2,792
00075	Alameda CTC	I-680 Sunol Express Lanes: SR-237 to SR84	3-South	2014 MBB	TEP-35	HWY	ROW	1,229	1,229						1,229
00075	Alameda CTC	I-680 Sunol Express Lanes: SR-237 to SR84	3-South	2014 MBB	TEP-35	HWY	CON	1,767	1,767						1,767

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CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00077	Alameda CTC	I-880 Whipple Road/Industrial Parkway Southwest Interchange Improvements	3-South	2014 MBB	TEP-38	HWY	Planning / Scoping	100	100						100
00077	Alameda CTC	I-880 Whipple Road/Industrial Parkway Southwest Interchange Improvements	3-South	2014 MBB	TEP-38	HWY	PE/Env	275	275						275
00077	Alameda CTC	I-880 Whipple Road/Industrial Parkway Southwest Interchange Improvements	3-South	2014 MBB	TEP-38	HWY	Final Design (PS&E)	10,425	10,425						10,425
00077	Alameda CTC	I-880 Whipple Road/Industrial Parkway Southwest Interchange Improvements	3-South	2014 MBB	TEP-39	HWY	Final Design (PS&E)	5,125	5,125						5,125
00077	Alameda CTC	I-880 Whipple Road/Industrial Parkway Southwest Interchange Improvements	3-South	STIP	RIP	HWY	CON	50	50						50
00078	Alameda CTC	I-880 Industrial Parkway Interchange West Improvements	3-South	2014 MBB	TEP-39	HWY	Planning / Scoping	825	825						825
00078	Alameda CTC	I-880 Industrial Parkway Interchange West Improvements	3-South	2014 MBB	TEP-39	HWY	PE/Env	4,750	4,750						4,750
00081	Alameda CTC	East Bay Greenway: Lake Merritt BART to South Hayward BART	2-Central	2014 MBB	TEP-42	Bike/Ped	Planning / Scoping	1,215	1,215						1,215
00081	Alameda CTC	East Bay Greenway: Lake Merritt BART to South Hayward BART	2-Central	2014 MBB	TEP-42	Bike/Ped	PE/Env	8,136	8,136						8,136
00081	Alameda CTC	East Bay Greenway: Lake Merritt BART to South Hayward BART	2-Central	2014 MBB	TEP-42	Bike/Ped	Final Design (PS&E)	13,264	13,264						13,264
00081	Alameda CTC	East Bay Greenway: Lake Merritt BART to South Hayward BART	2-Central	2014 MBB	TEP-42	Bike/Ped	ROW	1,479	1,479						1,479
00081	Alameda CTC	East Bay Greenway: Lake Merritt BART to South Hayward BART	2-Central	TFCA	Prog Mgr	Bike/Ped	CON	535	535						535
00084	Alameda CTC	East-West Connector in Fremont & Union City	3-South	1986 MB	MB226	LSR	CON	18,550	18,550						18,550
00117	Alameda CTC	I-680 Sunol SB Express Lane	3-South	2000 MB	08A	HWY	Ops	4,500	4,500						4,500
00117	Alameda CTC	I-680 Sunol SB Express Lane	3-South	2000 MB	08A	HWY	CON	20,000	20,000						20,000
00118	Alameda CTC	I-680 Sunol Express Lanes	3-South	2000 MB	08B	HWY	Final Design (PS&E)	4,500	4,500						4,500
00118	Alameda CTC	I-680 Sunol Express Lanes	3-South	2000 MB	08B	HWY	CON	100,000	100,000						100,000
00120	Alameda CTC	Alameda County Rail Strategy Study	Multiple	2014 MBB	TEP-27	Freight	Planning / Scoping	170	170						170
00120	Alameda CTC	Alameda County Rail Strategy Study (Rail Safety Enhancement Program)	Multiple	2014 MBB	TEP-27	Freight	PE/Env	80	80						80
00131	Alameda CTC	I-580 Freeway Corridor Management System (FCMS)	4-East	2014 MBB	TEP-26	HWY	Planning / Scoping	17	17						17
00132	Alameda CTC	San Pablo Avenue (SR 123) Multi-Modal Corridor Project	1-North	2014 MBB	TEP-26	LSR	Planning / Scoping	5,336	5,336						5,336
00132	Alameda CTC	San Pablo Avenue (SR 123) Multi-Modal Corridor Project	1-North	2014 MBB	TEP-26	LSR	PE/Env	5,154	5,154						5,154
00132	Alameda CTC	San Pablo Avenue (SR 123) Multi-Modal Corridor Project	1-North	2010 VRF	Disc-BP	Bike/Ped	PE/Env	300	300						300
00132	Alameda CTC	San Pablo Ave Safety Enhancements	1-North	2014 MBB	TEP-26	LSR	PE/Env	525		525					525
00132	Alameda CTC	San Pablo Avenue (SR 123) Multi-Modal Corridor Project	1-North	2014 MBB	TEP-26	LSR	Final Design (PS&E)	7,960	7,960						7,960
00132	Alameda CTC	San Pablo Avenue (SR 123) Multi-Modal Corridor Project	1-North	2000 MB	MB-T2	LSR	Final Design (PS&E)	750	750						750
00132	Alameda CTC	San Pablo Ave Safety Enhancements	1-North	2014 MBB	TEP-26	LSR	Final Design (PS&E)	1,100		1,100					1,100
00132	Alameda CTC	San Pablo Avenue (SR 123) Multi-Modal Corridor Project	1-North	2014 MBB	TEP-26	LSR	ROW	2,000	2,000						2,000
00132	Alameda CTC	San Pablo Avenue (SR 123) Multi-Modal Corridor Project	1-North	2000 MB	MB-T2	LSR	CON	2,586	2,586						2,586

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
2026 CIP Programming and Allocations

								Programming and Allocations ($ x 1,000)						
									Prior Allocations	Two-Year Allocation Plan		Future Programming		
CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00132	Alameda CTC	San Pablo Avenue (SR 123) Multi-Modal Corridor Project	1-North	OBAG	STP/CMAQ	LSR	CON	30,000	30,000						30,000
00136	Alameda CTC	I-880/23rd-29th Avenue Interchange Improvements	1-North	2014 MBB	TEP-40	HWY	ROW	895	895						895
00136	Alameda CTC	I-880/23rd-29th Avenue Interchange Improvements	1-North	2014 MBB	TEP-40	HWY	CON	7,105	7,105						7,105
00139	Alameda CTC	South County Access (SR 262/Mission Blvd Cross Connector)	3-South	2014 MBB	TEP-40	HWY	Planning / Scoping	3,500	3,500						3,500
00139	Alameda CTC	South County Access (SR 262/Mission Blvd Cross Connector)	3-South	2014 MBB	TEP-40	HWY	PE/Env	5,500	5,500						5,500
00155	Alameda CTC	7th Street Grade Separation and Port Arterial Improvements Project	1-North	2014 MBB	TEP-27	Freight	Planning / Scoping	4	4						4
00155	Alameda CTC	7th Street Grade Separation and Port Arterial Improvements Project	1-North	2014 MBB	TEP-27	Freight	PE/Env	12,348	12,348						12,348
00155	Alameda CTC	7th Street Grade Separation and Port Arterial Improvements Project	1-North	2014 MBB	TEP-27	Freight	Final Design (PS&E)	27,181	27,181						27,181
00155	Alameda CTC	7th Street Grade Separation and Port Arterial Improvements Project	1-North	2014 MBB	TEP-27	Freight	ROW	51,646	51,646						51,646
00155	Alameda CTC	7th Street Grade Separation and Port Arterial Improvements Project	1-North	2014 MBB	TEP-27	Freight	CON	41,441	41,441						41,441
00155	Alameda CTC	7th Street Grade Separation and Port Arterial Improvements Project	1-North	2014 MBB	TEP-23	Freight	CON	25,500	25,500						25,500
00155	Alameda CTC	7th Street Grade Separation and Port Arterial Improvements Project	1-North	2014 MBB	TEP-41	Freight	CON	2,000	2,000						2,000
00155	Alameda CTC	7th Street Grade Separation and Port Arterial Improvements Project	1-North	2014 MBB	CCR	Freight	CON	479	479						479
00155	Alameda CTC	7th Street Grade Separation and Port Arterial Improvements Project	1-North	SB-1	LPP	Freight	CON	3,800	3,800						3,800
00156	Alameda CTC	Modal Plans Implementation: E. 14th and Mission Blvd Corridors	3-South	2014 MBB	TEP-26	Multiple	Planning / Scoping	4,700	4,700						4,700
00157	Alameda CTC	Modal Plans Implementation: Alameda Countywide Goods Movement Plan	Multiple	2014 MBB	TEP-41	Freight	Various	300	300						300
00159	Alameda CTC	Matching Program for Last Mile Connection Technology Programs	Multiple	2014 MBB	TEP-46	Transit	Various	200	200						200
00161	Alameda CTC	Overall Planning/Monitoring Services	Multiple	2014 MBB	TEP-46	Multiple	Ops	100	100						100
00163	Alameda CTC	Countywide Bicycling, Transit and Carpool Promotion Programs	Multiple	TFCA	Prog Mgr	Multiple	Ops	210	210						210
00174	Alameda CTC	Alameda County Guaranteed Ride Home and Countywide TDM Information Services Program	Multiple	TFCA	Prog Mgr	Transit	Ops	270	270						270
00176	Alameda CTC	Countywide SR2S Program (FY 16/17 and FY 17/18)	Multiple	TFCA	Prog Mgr	Multiple	Ops	100	100						100
00178	Alameda CTC	Sustainable Communities Technical Assistance Program (SCTAP)	Multiple	2000 MB	Disc-TCD	Bike/Ped	Planning / Scoping	200	200						200
00192	Alameda CTC	Transportation Demand Management (TDM) Program	Multiple	TFCA	Prog Mgr	Transit	Ops	2,684	2,684						2,684
00192	Alameda CTC	Transportation Demand Management (TDM) Program	Multiple	TFCA	Prog Mgr	Transit	Ops	210	210						210
00192	Alameda CTC	Transportation Demand Management (TDM) Program	Multiple	2014 MBB	TEP-45	Transit	Ops	1,403	1,403						1,403
00192	Alameda CTC	Transportation Demand Management (TDM) Program	Multiple	TFCA	FYE26	Transit	Ops	419			419				419
00206	Alameda CTC	Comprehensive Multimodal Monitoring	Multiple	2010 VRF	Disc-Transit	Transit	Planning / Scoping	1,250	1,250						1,250
00208	Alameda CTC	Alameda County Safe Routes to School Program	Multiple	2000 MB	Disc-BP	Bike/Ped	Ops	1,789	1,789						1,789
00208	Alameda CTC	Alameda County Safe Routes to School Program	Multiple	2014 MBB	TEP-44	Bike/Ped	Ops	1,838	1,838						1,838

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
2026 CIP Programming and Allocations

								Programming and Allocations ($ x 1,000)						
									Prior Allocations	Two-Year Allocation Plan		Future Programming			
CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00208	Alameda CTC	Alameda County Safe Routes to School Program	Multiple	OBAG	STP/CMAQ	Bike/Ped	Ops	17,875	17,875						17,875
00209	Alameda CTC	Goods Movement Emissions Reduction Program	Multiple	2014 MBB	TEP-27	Freight	Ops	360				360			
00210	Alameda CTC	I-680 Sunol Express Lanes: SR84 to Alcosta	4-East	2014 MBB	TEP-35	HWY	Planning / Scoping	725	725						725
00210	Alameda CTC	I-680 Sunol Express Lanes: SR84 to Alcosta	4-East	2014 MBB	TEP-35	HWY	PE/Env	4,021	4,021						4,021
00210	Alameda CTC	I-680 Sunol Express Lanes: SR84 to Alcosta	4-East	2014 MBB	TEP-35	HWY	Final Design (PS&E)	22,757	22,757						22,757
00210	Alameda CTC	I-680 Sunol Express Lanes: SR84 to Alcosta	4-East	2014 MBB	TEP-35	HWY	ROW	6,708	6,708						6,708
00210	Alameda CTC	I-680 Sunol Express Lanes: SR84 to Alcosta	4-East	2014 MBB	TEP-35	HWY	CON	20,000	20,000						20,000
00210	Alameda CTC	I-680 Sunol Express Lanes: SR84 to Alcosta	4-East	STIP	RIP	HWY	CON	5,793	5,793						5,793
00211	Alameda CTC	NextGen Technology Pilot Initiative	Multiple	2014 MBB	TEP-46	Multiple	Planning / Scoping	886	886						886
00278	Alameda CTC	I-580 Toll System Upgrade	4-East	I-580 Toll Revenue	Toll Revenue	HWY	Planning / Scoping	402	402						402
00278	Alameda CTC	I-580 Toll System Upgrade	4-East	I-580 Toll Revenue	Toll Revenue	HWY	CON	16,598	16,598						16,598
00279	Alameda CTC	I-880 Davis Street Interchange	2-Central	2014 MBB	TEP-26	HWY	Final Design (PS&E)	172	172						172
00279	Alameda CTC	I-880 Davis Street Interchange	2-Central	2014 MBB	TEP-26	HWY	CON	368	368						368
00280	Alameda CTC	Toll Revenue Forecasting	4-East	I-580 Toll Revenue	Toll Revenue	HWY	Planning / Scoping	1,290	1,290						1,290
00287	Alameda CTC	Oakland Alameda Access Project	1-North	2014 MBB	TEP-37	HWY	PE/Env	5,542	5,542						5,542
00287	Alameda CTC	Oakland Alameda Access Project	1-North	2014 MBB	TEP-37	HWY	Final Design (PS&E)	12,258	12,258						12,258
00287	Alameda CTC	Oakland Alameda Access Project	1-North	2014 MBB	TEP-37	HWY	ROW	1,087	1,087						1,087
00287	Alameda CTC	Oakland Alameda Access Project	1-North	2014 MBB	TEP-37	HWY	CON	53,558	53,558						53,558
00287	Alameda CTC	Oakland Alameda Access Project	1-North	2014 MBB	TEP-40	HWY	CON	22,500	22,500						22,500
00287	Alameda CTC	Oakland Alameda Access Project	1-North	TFCA	Prog Mgr	Bike/Ped	CON	311	311						311
00287	Alameda CTC	Oakland Alameda Access Project	1-North	CMA-TIP	Other	HWY	CON	2,500	2,500						2,500
00287	Alameda CTC	Oakland Alameda Access Project	1-North	STIP	RIP	HWY	CON	23,524	23,524						23,524
00288	Alameda CTC	Rail Safety Enhancement Program (SEP)	Multiple	2014 MBB	TEP-23	Freight	PE/Env	2,204	2,204						2,204
00288	Alameda CTC	Rail Safety Enhancement Program (SEP)	Multiple	2014 MBB	TEP-23	Freight	Final Design (PS&E)	3,208	3,208						3,208
00288	Alameda CTC	Rail Safety Enhancement Program (SEP)	Multiple	2014 MBB	TEP-41	Freight	Final Design (PS&E)	5,696	5,696						5,696
00288	Alameda CTC	Rail Safety Enhancement Program - Phase A	Multiple	TFCA	Prog Mgr	Bike/Ped	CON	3,830		3,830					3,830
00288	Alameda CTC	Rail Safety Enhancement Program (SEP)	Multiple	2014 MBB	TEP-23	Freight	ROW	1,675	1,675						1,675
00289	Alameda CTC	Student Transit Pass Program	Multiple	2014 MBB	TEP-07	Transit	Ops	31,500	31,500						31,500
00313	Alameda CTC	Countywide Model Update	Multiple	2010 VRF	Disc-Transit	Transit	Planning / Scoping	800	800						800

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
2026 CIP Programming and Allocations

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									Prior Allocations	Two-Year Allocation Plan		Future Programming			
CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00343	Alameda CTC	Alameda CTC STIP Administration (Planning, Programming and Monitoring)	Multiple	STIP	RIP	Multiple	Various	2,190	2,190						2,190
00406	Alameda CTC	CTA Planning & Programming (for Various Youth and Adult Bicycle Promotion & Education)	Multiple	OBAG	STP/CMAQ	Bike/Ped	Planning / Scoping	160	160						160
00407	Alameda CTC	Alameda County Safe Routes to Schools	Multiple	OBAG	STP/CMAQ	Bike/Ped	Planning / Scoping	1,500	1,500						1,500
00408	Alameda CTC	CTA Planning & Programming	Multiple	OBAG	STP/CMAQ	Bike/Ped	Planning / Scoping	354	354						354
00412	Alameda CTC	Route 84 Expressway - South Segment	4-East	2000 MB	24	HWY	Various	(6,000)	(6,000)						(6,000)
00412	Alameda CTC	Route 84 Expressway - South Segment	4-East	2014 MBB	TEP-32	HWY	ROW	10,000	10,000						10,000
00413	Alameda CTC	SR84 Landscaping: S. of Ruby Hill Dr. to SR84/I-680 and along I-680 from SR84/I-680 to Koopman Road	4-East	2000 MB	24	HWY	Final Design (PS&E)	400	400						400
00413	Alameda CTC	SR84 Landscaping: S. of Ruby Hill Dr. to SR84/I-680 and along I-680 from SR84/I-680 to Koopman Road	4-East	2000 MB	24	HWY	CON	5,600	5,600						5,600
00445	Alameda CTC	Countywide Planning Activities	Multiple	OBAG	STP/CMAQ	Bike/Ped	Ops	2,600	2,600						2,600
00447	Alameda CTC	Toll System Arbitration Support	4-East	I-580 Toll Revenue	Toll Revenue	HWY	CON	250	250						250
00451	Alameda CTC	Paratransit Needs Assessment	Multiple	2000 MB	Disc-PT	Paratransit	Ops	300	300						300
00477	Alameda CTC	I-580/I-680 Interchange Safety Improvements Project	4-East	2014 MBB	TEP-33	HWY	Planning / Scoping	1,100	1,100						1,100
00479	Alameda CTC	East Bay Greenway Multimodal (EBGWMM) Phase 1, North Segment (Lake Merritt to Bayfair) Project	1-North	2014 MBB	TEP-42	Bike/Ped	Final Design (PS&E)	3,400	3,400						3,400
00164	Albany	Marin Ave Class 2 Bike Lane Gap Closure	1-North	TFCA	Prog Mgr	Bike/Ped	Various	95	95						95
00214	Albany	San Pablo Avenue and Buchanan Street Pedestrian Improvements	1-North	OBAG	LSR	Bike/Ped	CON	340	340						340
00346	Albany	Solano and Marin Ave Sidewalk Improvements	1-North	2000 MB	Disc-BP	Bike/Ped	CON	75	75						75
00395	Albany	Lower Codornices Creek Restoration Project Phase IV	1-North	2000 MB	Disc-BP	Bike/Ped	CON	741	741						741
00395	Albany	Lower Codornices Creek Restoration Project Phase IV	1-North	TFCA	Prog Mgr	Bike/Ped	CON	85	85						85
00483	Albany	Cleveland Avenue Bikeway Project	1-North	2010 VRF	Disc-BP	Bike/Ped	CON	515			515				515
00021	ASEB	Special Transportation Services for Individuals with Dementia	1-North	2000 MB	Disc-PT	Paratransit	Ops	400	400						400
00300	ASEB	Regrowth of Transportation Services for Individuals with Dementia	1-North	2000 MB	Disc-PT	Paratransit	Ops	123	123						123
00454	ASEB	ASEB Revitalization of Transportation Program after Pandemic	1-North	2000 MB	Disc-PT	Paratransit	Ops								
00339	BAAQMD / CEC	Hydrogen Fuel Drayage Trucks and Fueling Pilot Program (NorCAL Drayage)	1-North	2014 MBB	TEP-46	Freight	CON	3,640	3,640						3,640
00005	BART	A Quicker, Safer Trip to the Library to Promote Literacy (Oakland Public Library)	1-North	Lifeline	STA	Transit	Ops	250	250						250
00059	BART	Bay Fair Connector/BART Metro	2-Central	2014 MBB	TEP-18	Transit	Planning / Scoping	85	85						85
00172	BART	BART West Oakland Bike Locker Plaza	1-North	TFCA	Prog Mgr	Transit	Various	55	55						55
00215	BART	BART to Livermore	4-East	TCRP	TCRP	Transit	PE/Env	1,700	1,700						1,700
00215	BART	BART to Livermore	4-East	2000 MB	26	Transit	PE/Env	1,400	1,400						1,400
00216	BART	Bay Fair Connection	2-Central	2014 MBB	TEP-18	Transit	Planning / Scoping								

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
2026 CIP Programming and Allocations

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CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00304	BART	19th Street Oakland BART Modernization	1-North	2014 MBB	TEP-19	Transit	CON	17,650	17,650						17,650
00318	BART	West Oakland BART Station Bike Locker Expansion	1-North	TFCA	Prog Mgr	Transit	CON	100	100						100
00341	BART	Vehicle Overhaul and Heavy Repairs Shop (VOHRS)	2-Central	2014 MBB	TEP-18	Transit	Final Design (PS&E)								
00416	BART	Lake Merritt TOD	1-North	2010 VRF	Disc-Transit	Transit	CON	1,030	1,030						1,030
00416	BART	Lake Merritt TOD	1-North	2014 MBB	TEP-45	Transit	CON	6,800	6,800						6,800
00419	BART	West Oakland BART TOD & Station Modernization	1-North	2014 MBB	TEP-45	Transit	CON	8,283	8,283						8,283
00419	BART	West Oakland BART TOD & Station Modernization	1-North	TFCA	Prog Mgr	Bike/Ped	CON	117	117						117
00449	BART	Next Generation Fare Gates	Multiple	2014 MBB	TEP-19	Transit	CON	19,570	19,570						19,570
00450	BART	Core Capacity Rail Car	Multiple	2014 MBB	TEP-18	Transit	CON	35,350	35,350						35,350
00498	BART	North Berkeley TOD Access Road	1-North	2010 VRF	Disc-Transit	Transit	CON	2,000			2,000				2,000
00427	BATA	West Oakland Link	1-North	OBAG	STP/CMAQ	Bike/Ped	CON	4,200		4,200					4,200
00089	Berkeley	Shattuck Complete Streets and De-couplet	1-North	OBAG	STP	Bike/Ped	CON	2,777	2,777						2,777
00097	Berkeley	Hearst Avenue Complete Streets	1-North	OBAG	STP	Bike/Ped	CON	2,256	2,256						2,256
00165	Berkeley	Berkeley Citywide Bicycle Parking Program	1-North	TFCA	Prog Mgr	Bike/Ped	Various	94	94						94
00177	Berkeley	Hearst Ave Complete Streets	1-North	TFCA	Prog Mgr	Bike/Ped	CON	60	60						60
00218	Berkeley	9th Street Bicycle Boulevard Pathway Extension Phase II	1-North	2010 VRF	Disc-BP	Bike/Ped	PE/Env	25	25						25
00218	Berkeley	9th Street Bicycle Boulevard Pathway Extension Phase II	1-North	2010 VRF	Disc-BP	Bike/Ped	Planning / Scoping	29	29						29
00218	Berkeley	9th Street Bicycle Boulevard Pathway Extension Phase II	1-North	2010 VRF	Disc-BP	Bike/Ped	Final Design (PS&E)	59	59						59
00218	Berkeley	9th Street Bicycle Boulevard Pathway Extension Phase II	1-North	2010 VRF	Disc-BP	Bike/Ped	CON	613	613						613
00220	Berkeley	Milvia Bikeway Project	1-North	2000 MB	Disc-BP	Bike/Ped	PE/Env	266	266						266
00222	Berkeley	Railroad Crossing Safety Improvement Project	1-North	2014 MBB	TEP-27	Freight	PE/Env	202	202						202
00223	Berkeley	Southside Complete Streets & Transit Improvements (Telegraph, Bancroft, Dana, Fulton)	1-North	OBAG	STP/CMAQ	LSR	PE/Env	387	387						387
00223	Berkeley	Southside Complete Streets & Transit Improvements (Telegraph, Bancroft, Dana, Fulton)	1-North	OBAG	STP/CMAQ	LSR	Final Design (PS&E)	613	613						613
00223	Berkeley	Southside Complete Streets & Transit Improvements (Telegraph, Bancroft, Dana, Fulton)	1-North	OBAG	STP/CMAQ	LSR	CON	7,335	7,335						7,335
00330	Berkeley	Citywide Bicycle Parking Program	1-North	TFCA	Prog Mgr	Bike/Ped	CON								
00347	Berkeley	Berkeley Healthy Streets Program Expansion	1-North	2000 MB	Disc-BP	Bike/Ped	CON	49	49						49
00359	Berkeley	Washington Elementary – Bancroft Way Project	1-North	2000 MB	Disc-BP	Bike/Ped	Final Design (PS&E)	22	22						22
00359	Berkeley	Washington Elementary – Bancroft Way Project	1-North	2000 MB	Disc-BP	Bike/Ped	CON	52	52						52
00392	Berkeley	Telegraph Avenue Multimodal Corridor	1-North	2000 MB	Disc-TCD	Transit	Planning / Scoping	110	110						110

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
2026 CIP Programming and Allocations

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CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00392	Berkeley	Telegraph Avenue Multimodal Corridor	1-North	2000 MB	Disc-TCD	Transit	PE/Env	180	180						180
00392	Berkeley	Telegraph Multimodal Corridor Project - PS&E	1-North	2014 MBB	TEP-44	Bike/Ped	PS&E	505		505					505
00392	Berkeley	Telegraph Multimodal Corridor Project - PS&E	1-North	2010 VRF	Disc-Transit	Bike/Ped	PS&E	506		506					506
00400	Berkeley	Ohlone Greenway Modernization & Safety	1-North	2010 VRF	Disc-BP	Bike/Ped	PE/Env	61	61						61
00400	Berkeley	Ohlone Greenway Modernization & Safety	1-North	2010 VRF	Disc-BP	Bike/Ped	Final Design (PS&E)	153	153						153
00400	Berkeley	Ohlone Greenway Modernization & Safety	1-North	2010 VRF	Disc-BP	Bike/Ped	CON	1,057	1,057						1,057
00410	Berkeley	Adeline Street Transportation Improvements	1-North	2010 VRF	Disc-Transit	Transit	PE/Env								
00422	Berkeley	Water Transportation / Ferry Project	1-North	2010 VRF	Disc-Transit	Transit	PE/Env	3,290	3,290						3,290
00422	Berkeley	Water Transportation / Ferry Project	1-North	2010 VRF	Disc-Transit	Transit	Final Design (PS&E)	1,849	1,849						1,849
00440	Berkeley	Adeline Corridor Project at Ashby BART Station	1-North	2014 MBB	TEP-44	Bike/Ped	PE/Env	600	600						600
00440	Berkeley	Adeline Street Transportation Improvements Project - PS&E	1-North	2010 VRF	Disc-Transit	Bike/Ped	PS&E	949			949				949
00440	Berkeley	Adeline Street Transportation Improvements Project - PS&E	1-North	2014 MBB	TEP-45	Bike/Ped	PS&E	598			598				598
00022	BORP	Accessible Group Trip Transportation for Youth and Adults with Disabilities	1-North	2000 MB	Disc-PT	Paratransit	Ops	535	535						535
00269	BORP	Accessible Group Trip Transportation for Youth and Adults with Disabilities (FY 17/18 and FY 18/19)	1-North	2014 MBB	TEP-12	Paratransit	Ops	306	306						306
00302	BORP	Accessible Group Trip Transportation for Youth and Adults with Disabilities	1-North	2014 MBB	TEP-12	Paratransit	Ops	958	958						958
00302	BORP	Accessible Group Trip Transportation for Youth and Adults with Disabilities	1-North	2000 MB	MB-T2	Paratransit	Ops	1,180	1,180						1,180
00023	CIL	Mobility Matters Project	1-North	2000 MB	Disc-PT	Paratransit	Ops	679	679						679
00270	CIL	Community Connections: A Mobility Management Partnership (CoCo) (FY 17/18 and FY 18/19)	1-North	2000 MB	Disc-PT	Paratransit	Ops	500	500						500
00293	CIL	Community Connections Program (CoCo)	1-North	2000 MB	Disc-PT	Paratransit	Ops	939	939						939
00293	CIL	Community Connections Program (CoCo)	1-North	2000 MB	MB-T2	Paratransit	Ops	1,250	1,250						1,250
00455	CityServe	Ride Care	Multiple	2000 MB	Disc-PT	Paratransit	Ops	1,000	1,000						1,000
00291	CRIL	Travel Training: Oh The Places You Will Go!	2-Central	2000 MB	Disc-PT	Paratransit	Ops	189	189						189
00457	CRIL	Door Through Door and Travel Training	2-Central	2000 MB	Disc-PT	Paratransit	Ops	1,067	1,067						1,067
00173	CSU East Bay	CSUEB Campus Shuttle II, FYs 15/16 (non-peak) & 16/17 (all hrs)	2-Central	TFCA	Prog Mgr	Transit	Various	123	123						123
00182	CSU East Bay	CSUEB/Hayward BART - 2nd Shuttle Operations (FY 17/18 - 18/19)	2-Central	TFCA	Prog Mgr	Transit	Ops	128	128						128
00320	CSU East Bay	CSUEB/Hayward BART - 2nd Shuttle Operations	2-Central	TFCA	Prog Mgr	Transit	Ops	215	215						215
00274	Drivers for Survivors	Drivers for Survivors Volunteer Driver Program (FY 17/18 and FY 18/19)	3-South	2014 MBB	TEP-12	Paratransit	Ops	194	194						194
00295	Drivers for Survivors	Drivers for Survivors Volunteer Driver Program	3-South	2000 MB	Disc-PT	Paratransit	Ops	388	388						388
00052	Dublin	Iron Horse Transit Route - Dougherty Road	4-East	2000 MB	09	Multiple	CON	6,267	6,267						6,267

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
2026 CIP Programming and Allocations

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CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00090	Dublin	Dublin Boulevard Preservation	4-East	OBAG	STP	LSR	CON	470	470						470
00123	Dublin	Dougherty Rd Widening (from 4 to 6 Lns) (Dublin - CCC line)	4-East	2014 MBB	TEP-26	LSR	CON	11,200	11,200						11,200
00124	Dublin	Dublin Blvd. Widening, WB from 2 to 3 Lns (Sierra Ct-Dougherty Rd)	4-East	2014 MBB	TEP-26	LSR	CON	3,000	3,000						3,000
00166	Dublin	San Ramon Road Arterial Mgmt	4-East	TFCA	Prog Mgr	LSR	Various	146	146						146
00224	Dublin	City of Dublin Street Rehab	4-East	OBAG	LSR	LSR	CON	661	661						661
00225	Dublin	Dublin Boulevard - North Canyons Parkway Extension	4-East	2014 MBB	TEP-26	LSR	PE/Env	2,374	2,374						2,374
00225	Dublin	Dublin Boulevard - North Canyons Parkway Extension	4-East	2014 MBB	TEP-26	LSR	Final Design (PS&E)	5,374	5,374						5,374
00226	Dublin	Iron Horse Trail Crossing at Dublin Boulevard	4-East	2014 MBB	TEP-42	Bike/Ped	PE/Env	166	166						166
00226	Dublin	Iron Horse Trail Crossing at Dublin Boulevard	4-East	2014 MBB	TEP-42	Bike/Ped	Final Design (PS&E)	1,128	1,128						1,128
00226	Dublin	Iron Horse Trail Crossing at Dublin Boulevard	4-East	2014 MBB	TEP-42	Bike/Ped	CON	4,751	4,751						4,751
00226	Dublin	Iron Horse Trail Crossing at Dublin Boulevard	4-East	TFCA	Prog Mgr	Bike/Ped	CON	856	856						856
00315	Dublin	Tassajara Road Arterial Management Project	4-East	TFCA	Prog Mgr	Transit	CON	80	80						80
00348	Dublin	Regional Street Improvement Project	4-East	2000 MB	Disc-BP	Bike/Ped	CON	75	75						75
00361	Dublin	Safe Routes to School - Crosswalk Improvements Project	4-East	2000 MB	Disc-BP	Bike/Ped	Final Design (PS&E)	94	94						94
00402	Dublin	Safe Routes to School Improvements Dublin	4-East	2010 VRF	Disc-BP	Bike/Ped	Final Design (PS&E)	110	110						110
00402	Dublin	Safe Routes to School Improvements Dublin	4-East	2010 VRF	Disc-BP	Bike/Ped	CON	390	390						390
00403	Dublin	Downtown Dublin Streetscape Plan Implementation	4-East	2000 MB	Disc-TCD	Bike/Ped	Final Design (PS&E)	41	41						41
00403	Dublin	Downtown Dublin Streetscape Plan Implementation	4-East	2010 VRF	Disc-BP	Bike/Ped	CON	226	226						226
00428	Dublin	Tassajara Rd Improvements from N. Dublin Ranch Drive to Quarry Lane School	4-East	2014 MBB	TEP-44	Bike/Ped	CON	872	872						872
00428	Dublin	Tassajara Rd Improvements from N. Dublin Ranch Drive to Quarry Lane School	4-East	TFCA	Prog Mgr	Bike/Ped	CON	128	128						128
00430	Dublin	Dublin/Pleasanton BART Station Active Access Improvements	4-East	2014 MBB	TEP-42	Bike/Ped	CON	7,910	7,910						7,910
00430	Dublin	Dublin/Pleasanton BART Station Active Access Improvements	4-East	TFCA	Prog Mgr	Bike/Ped	CON	495	495						495
00461	Dublin	Village Parkway Complete Streets Improvements	4-East	STIP	RIP	Bike/Ped	CON	9,150	9,150						9,150
00485	Dublin	San Ramon Road and Amador Valley Boulevard Intersection Improvements Project	4-East	2014 MBB	TEP-44	Bike/Ped	CON	1,053		1,053					1,053
00485	Dublin	San Ramon Road and Amador Valley Boulevard Intersection Improvements Project	4-East	2010 VRF	Disc-Tech	Bike/Ped	CON	803		803					803
00490	Dublin	Village Parkway and Amador Valley Boulevard Intersection Improvements Project	4-East	2014 MBB	TEP-44	Bike/Ped	CON	1,215				1,215			
00490	Dublin	Village Parkway and Amador Valley Boulevard Intersection Improvements Project	4-East	2010 VRF	Disc-Tech	Bike/Ped	CON	285				285			
00500	Dublin	Fiber Optic Cable Installation on Dublin Boulevard Project	4-East	2010 VRF	Disc-Tech	Technology	CON	1,854		1,854					1,854
00414	EBCE	Ride Electric Program	Multiple	2014 MBB	TEP-46	Bike/Ped	Ops	4,000	4,000						4,000

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
2026 CIP Programming and Allocations

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CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00227	EBRPD	San Francisco Bay Trail - Albany Beach to Buchanan	1-North	2014 MBB	TEP-42	Bike/Ped	CON	642	642						642
00228	EBRPD	San Francisco Bay Trail - Doolittle Drive	1-North	2014 MBB	TEP-42	Bike/Ped	CON	2,369	2,369						2,369
00435	EBRPD	Oakland Bay Trail Extension	1-North	2014 MBB	TEP-42	Bike/Ped	CON								
00435	EBRPD	Oakland Bay Trail Extension	1-North	2014 MBB	TEP-42	Bike/Ped	CON	925		925					925
00435	EBRPD	Oakland Bay Trail Extension	1-North	TFCA	Prog Mgr	Bike/Ped	CON								
00435	EBRPD	Oakland Bay Trail Extension	1-North	TFCA	FYE26	Bike/Ped	CON	175		175					175
00273	Eden I&R	Mobility Management Through 211 Alameda County (FY 17/18 and FY 18/19)	3-South	2000 MB	Disc-PT	Paratransit	Ops	296	296						296
00292	Eden I&R	Mobility Management Through 211 Alameda County	2-Central	2000 MB	Disc-PT	Paratransit	Ops	747	747						747
00292	Eden I&R	Mobility Management Through 211 Alameda County	2-Central	2000 MB	MB-T2	Paratransit	Ops	956	956						956
00303	EDI	Fast Accessible Safe Transportation Emergency Repair (FASTER)	1-North	2014 MBB	TEP-12	Paratransit	Ops	944	944						944
00303	EDI	Fast Accessible Safe Transportation Emergency Repair (FASTER)	1-North	2000 MB	MB-T2	Paratransit	Ops	1,212	1,212						1,212
00024	Emeryville	8-To-Go Demand Response Door to Door Shuttle	1-North	2000 MB	Disc-PT	Paratransit	Ops	174	174						174
00141	Emeryville	South Bayfront Bridge	1-North	2000 MB	Disc-BP	Bike/Ped	CON	1,895	1,895						1,895
00141	Emeryville	South Bayfront Bridge	1-North	TFCA	Prog Mgr	Bike/Ped	CON	105	105						105
00185	Emeryville	Bay Area Bike Share (BABS) Expansion to Emeryville	1-North	TFCA	Prog Mgr	Bike/Ped	CON	180	180						180
00230	Emeryville	Emery Go Round General Benefit Operations	1-North	2014 MBB	TEP-45	Transit	Ops	2,500	2,500						2,500
00232	Emeryville	North Hollis Parking and Transportation Demand Management (TDM) Program	1-North	2000 MB	Disc-TCD	Transit	CON	930	930						930
00271	Emeryville	8-To-Go: A City Based Door-to-Door Paratransit Service (FY 17/18 and FY 18/19)	1-North	2014 MBB	TEP-12	Paratransit	Ops	70	70						70
00284	Emeryville	Quiet Zone safe Engineering Measures on 65th, 66th and 67th Streets (TCEP Match)	1-North	2014 MBB	TEP-41	Freight	CON	1,800	1,800						1,800
00284	Emeryville	Quiet Zone safe Engineering Measures on 65th, 66th and 67th Streets	1-North	CMA-TIP	Other	Freight	CON	1,380	1,380						1,380
00301	Emeryville	Emeryville Senior Center Group Trips Bus Purchase	1-North	2000 MB	Disc-PT	Paratransit	Ops	132	132						132
00349	Emeryville	Shared Doyle Street Quick-Build Project	1-North	2000 MB	Disc-BP	Bike/Ped	CON	75	75						75
00391	Emeryville	40th Street Transit-Only Lanes and Multimodal Enhancements	1-North	2000 MB	Disc-TCD	Transit	Final Design (PS&E)	600	600						600
00391	Emeryville	40th Street Transit-Only Lanes and Multimodal Enhancements	1-North	2010 VRF	Disc-Transit	Transit	Final Design (PS&E)	1,400	1,400						1,400
00394	Emeryville	Emery Go-Round Operating Expenses (FY2022-FY2026)	1-North	2010 VRF	Disc-Transit	Transit	Ops	2,000	1,500	500					2,000
00411	Emeryville	Emeryville Transportation Investments	1-North	2014 MBB	TEP-45	Transit	Planning / Scoping	225	225						225
00417	Emeryville	40th Multimodal Improvements project	1-North	2010 VRF	Disc-Transit	Transit	CON	8,204	8,204						8,204
00417	Emeryville	40th Multimodal Improvements project	1-North	TFCA	Prog Mgr	Transit	CON	172	172						172
00423	Emeryville	Emery Go-Round Operating Expenses (FY26-FY27 and FY27-28)	1-North	2010 VRF	Disc-Transit	Transit	Ops	251			125	126			125

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
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00423	Emeryville	Emery Go-Round Operating Expenses (FY26-FY27 and FY27-28)	1-North	TFCA	FYE26	Transit	Ops	749			375	374			375
00423	Emeryville	Emery Go-Round Operating Expenses (FY2029 & FY2030)	1-North	2010 VRF	Disc-Transit	Transit	Ops	1,000					500	500	
00431	Emeryville	Doyle Bicycle Improvements - Phase 3	1-North	2014 MBB	TEP-44	Bike/Ped	Final Design (PS&E)	37	37						37
00431	Emeryville	Doyle Bicycle Improvements - Phase 3	1-North	2014 MBB	TEP-44	Bike/Ped	CON	317	317						317
00458	Emeryville	Micro Transit Expanded Transportation Program	1-North	2000 MB	Disc-PT	Paratransit	Ops								
00480	Emeryville	40th Street Multimodal Project Part 2	1-North	2014 MBB	TEP-42	Bike/Ped	CON	2,000		2,000					2,000
00025	Fremont	Tri-City Mobility Management and Travel Training Program	3-South	2000 MB	Disc-PT	Paratransit	Ops	431	431						431
00026	Fremont	Tri-City Volunteer Driver Programs	3-South	2000 MB	Disc-PT	Paratransit	Ops	549	549						549
00027	Fremont	Tri-City Taxi Voucher Program	3-South	2000 MB	Disc-PT	Paratransit	Ops	450	450						450
00058	Fremont	Irvington BART Station	3-South	2014 MBB	TEP-17	Transit	Planning / Scoping	2,760	2,760						2,760
00058	Fremont	Irvington BART Station	3-South	2014 MBB	TEP-17	Transit	Final Design (PS&E)	23,950	23,950						23,950
00091	Fremont	Fremont City Center Multi-Modal Improvements	3-South	OBAG	STP	Multiple	CON	1,288	1,288						1,288
00140	Fremont	Warm Springs BART Station - West Side Access	3-South	2014 MBB	TEP-45	Transit	CON	24,604	24,604						24,604
00140	Fremont	Warm Springs BART Station - West Side Access	3-South	2014 MBB	TEP-21	Transit	CON	4,996	4,996						4,996
00143	Fremont	Scoping: Route 84 Relinquishment and Centerville Streetscape on Fremont Blvd.	3-South	2014 MBB	TEP-26	Multiple	Planning / Scoping	41	41						41
00152	Fremont	Scoping: Union Pacific Railroad Trail Corridor (South Portion of East Bay Greenway)	3-South	2014 MBB	TEP-42	Multiple	Planning / Scoping	42	42						42
00153	Fremont	Scoping: Fremont BART Station West Side Enhancement	3-South	2014 MBB	TEP-45	Transit	Planning / Scoping	42	42						42
00154	Fremont	Scoping: I-880 Bike and Ped Bridge and Trail Connector to Warm Springs BART Station to Bay Trail	3-South	2014 MBB	TEP-45	Bike/Ped	Planning / Scoping	42	42						42
00179	Fremont	South Fremont Arterial Management (FY 17/18 - 18/19)	3-South	TFCA	Prog Mgr	LSR	CON	425	425						425
00186	Fremont	Fremont Signal Timing Optimization: Paseo Padre Pkwy, Fremont Blvd, Decoto Rd, and Auto Mall Pkwy	3-South	TFCA	Prog Mgr	LSR	CON	547	547						547
00233	Fremont	City of Fremont Pavement Rehabilitation Project	3-South	OBAG	LSR	LSR	CON	2,760	2,760						2,760
00234	Fremont	Complete Streets Upgrade of Relinquished SR 84 in Centerville PDA	3-South	OBAG	STP/CMAQ	LSR	PE/Env	386	386						386
00234	Fremont	Complete Streets Upgrade of Relinquished SR 84 in Centerville PDA	3-South	OBAG	STP/CMAQ	LSR	Final Design (PS&E)	799	799						799
00234	Fremont	Complete Streets Upgrade of Relinquished SR 84 in Centerville PDA	3-South	OBAG	STP/CMAQ	LSR	CON	6,510	6,510						6,510
00235	Fremont	East Bay Greenway Trail Reach 6 (Innovation District to Bay Trail)	3-South	2014 MBB	TEP-42	Bike/Ped	PE/Env	1,901	1,901						1,901
00235	Fremont	East Bay Greenway Trail Reach 6 (Innovation District to Bay Trail)	3-South	2014 MBB	TEP-42	Bike/Ped	Final Design (PS&E)	3,553	3,553						3,553
00236	Fremont	Safe and Smart Corridor Along Fremont Boulevard	3-South	2014 MBB	TEP-26	LSR	PE/Env	337	337						337
00236	Fremont	Safe and Smart Corridor Along Fremont Boulevard	3-South	2014 MBB	TEP-26	LSR	Final Design (PS&E)	509	509						509

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
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00236	Fremont	Safe and Smart Corridor Along Fremont Boulevard	3-South	2014 MBB	TEP-26	LSR	CON	7,525	7,525						7,525
00238	Fremont	Walnut Avenue Protected Bikeway in City Center/Downtown PDA	3-South	2014 MBB	TEP-45	Bike/Ped	CON	5,000	5,000						5,000
00272	Fremont	Tri-City Mobility Management and Travel Training Program (FY 17/18 and FY 18/19)	3-South	2000 MB	Disc-PT	Paratransit	Ops	280	280						280
00290	Fremont	Ride-On Tri-City! Mobility Management and Travel Training Program	3-South	2000 MB	Disc-PT	Paratransit	Ops	693	693						693
00290	Fremont	Ride-On Tri-City! Mobility Management and Travel Training Program	3-South	2000 MB	MB-T2	Paratransit	Ops	875	875						875
00305	Fremont	I-880 Interchange Modernization & Area Imprvts. (Mission Blvd, Washington, Auto Mall Pkwy, Auto Mall Pkwy / WarmSprings Intersection)	3-South	2014 MBB	TEP-21	HWY	Planning / Scoping	923	923						923
00306	Fremont	I-880/Decoto Interchange Modernization	3-South	2014 MBB	TEP-21	HWY	Planning / Scoping	1,000	1,000						1,000
00306	Fremont	I-880/Decoto Interchange Modernization	3-South	2014 MBB	TEP-21	HWY	PE/Env	2,000	2,000						2,000
00306	Fremont	I-880/Decoto Interchange Modernization	3-South	2014 MBB	TEP-21	HWY	Final Design (PS&E)	2,400	2,400						2,400
00308	Fremont	Niles/Nursery Avenue Railroad Crossing Safety and Quiet Zone	3-South	2014 MBB	TEP-21	Freight	CON	939	939						939
00309	Fremont	I-880 Bridge at Pacific Commons Trail	3-South	2014 MBB	TEP-21	Bike/Ped	PE/Env	278	278						278
00322	Fremont	Former State Route 84 Pavement Rehabilitation	3-South	2014 MBB	TEP-21	LSR	CON	2,000	2,000						2,000
00350	Fremont	Centerville Complete Streets Pilot Road Diet	3-South	2000 MB	Disc-BP	Bike/Ped	CON	75	75						75
00362	Fremont	Fremont Boulevard/Country Drive Protected Intersection Project	3-South	2000 MB	Disc-BP	Bike/Ped	CON	267	267						267
00373	Fremont	Fremont Boulevard/Walnut Avenue Protected Intersection Project	3-South	OBAG	STP/CMAQ	Bike/Ped	CON	1,271	1,271						1,271
00374	Fremont	Fremont Boulevard/Grimmer Boulevard Improvement Project	3-South	OBAG	STP/CMAQ	Bike/Ped	CON	1,415	1,415						1,415
00436	Fremont	East Bay Greenway Trail (Irvington to Fremont BART)	3-South	2014 MBB	TEP-42	Bike/Ped	Final Design (PS&E)	1,033	1,033						1,033
00441	Fremont	Fremont Boulevard/Walnut Avenue Bikeway Project	3-South	2014 MBB	TEP-44	Bike/Ped	Final Design (PS&E)	1,100	1,100						1,100
00453	Fremont	Ride-On Tri-City! On-Demand WAV Pilot Project	3-South	2000 MB	Disc-PT	Paratransit	Ops	525	525						525
00468	Fremont	Fremont Boulevard Elevated Bikeway	3-South	TFCA	FYE26	Bike/Ped	CON	369		369					369
00468	Fremont	Fremont Boulevard Multimodal Corridor (Downtown to Irvington) Project	3-South	TFCA	FYE26	Bike/Ped	CON	3		3					3
00468	Fremont	Fremont Boulevard Multimodal Corridor (Downtown to Irvington) Project	3-South	2014 MBB	TEP-45	Bike/Ped	CON	1,497		1,497					1,497
00468	Fremont	Fremont Boulevard Multimodal Corridor (Downtown to Irvington) Project	3-South	2010 VRF	Disc-Tech	Bike/Ped	CON	500		500					500
00492	Fremont	Warm Springs Boulevard/S Grimmer Boulevard Intersection Improvement Project	3-South	2014 MBB	TEP-44	Bike/Ped	CON	228		228					228
00492	Fremont	Warm Springs Boulevard/S Grimmer Boulevard Intersection Improvement Project	3-South	2014 MBB	TEP-45	Bike/Ped	CON	1,772		1,772					1,772
00493	Fremont	Centerville Rail Crossing Safety Enhancement Project	3-South	2014 MBB	TEP-44	Bike/Ped	Env	20		20					20
00493	Fremont	Centerville Rail Crossing Safety Enhancement Project	3-South	2014 MBB	TEP-44	Bike/Ped	PS&E	1,500		1,500					1,500
00310	Fremont / Alameda County	Niles Canyon Trail Phase I	3-South	2014 MBB	TEP-21	Bike/Ped	PE/Env	750	750						750
00310	Fremont / Alameda County	Niles Canyon Trail Phase I	3-South	2014 MBB	TEP-21	Bike/Ped	Final Design (PS&E)	250	250						250

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2026 CIP Five-Year Programming and Two-Year Allocation Plan
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00307	Fremont / Union City	Decoto Boulevard Complete Streets w/Transit Priority Project	3-South	1986 MB	MB226	LSR	Final Design (PS&E)	3,500	3,500						3,500
00312	Fremont / Union City	Dumbarton to Quarry Lakes Trail	3-South	2014 MBB	TEP-21	Bike/Ped	PE/Env	2,000	2,000						2,000
00092	Hayward	Hayward - Industrial Boulevard Preservation	2-Central	OBAG	STP	LSR	CON	1,265	1,265						1,265
00126	Hayward	Mission Blvd. Phases 2 & 3 (Complete Streets)	2-Central	2014 MBB	TEP-26	LSR	CON	23,162	23,162						23,162
00138	Hayward	I-880/Winton Avenue and A Street Interchanges	2-Central	2014 MBB	TEP-40	HWY	Planning / Scoping	939	939						939
00138	Hayward	I-880/Winton Avenue and A Street Interchanges	2-Central	2014 MBB	TEP-40	HWY	Final Design (PS&E)	1,608	1,608						1,608
00138	Hayward	I-880/Winton Avenue and A Street Interchanges	2-Central	2014 MBB	TEP-40	HWY	PE/Env	4,261	4,261						4,261
00138	Hayward	I-880/Winton Avenue and A Street Interchanges	2-Central	STIP	RIP	HWY	CON	50	50						50
00241	Hayward	Main Street Complete Street Project	2-Central	OBAG	STP/CMAQ	LSR	Final Design (PS&E)	175	175						175
00241	Hayward	Main Street Complete Street Project	2-Central	OBAG	STP/CMAQ	LSR	CON	1,500	1,500						1,500
00242	Hayward	SR-92 Clawiter-Whitesell Interchange	2-Central	2014 MBB	TEP-26	HWY	Planning / Scoping	440	440						440
00243	Hayward	Winton Avenue - Complete Street Project	2-Central	OBAG	LSR	LSR	Final Design (PS&E)	88	88						88
00363	Hayward	Cesar Chavez Middle School – Safe Routes to School	2-Central	2000 MB	Disc-BP	Bike/Ped	CON	148	148						148
00448	Hayward	Winton Ave/D St & Tennyson Corridors Signal Timing	2-Central	TFCA	Prog Mgr	Bike/Ped	CON	515	515						515
00486	Hayward	Downtown Bike Loop	2-Central	2014 MBB	TEP-45	Bike/Ped	PS&E	75		75					75
00486	Hayward	Downtown Bike Loop	2-Central	2014 MBB	TEP-45	Bike/Ped	CON	343			343				343
00486	Hayward	Downtown Bike Loop	2-Central	TFCA	FYE26	Bike/Ped	CON	332			332				332
00489	Hayward	D Street Traffic Calming Project	2-Central	2010 VRF	Disc-BP	Bike/Ped	PS&E	44		44					44
00489	Hayward	D Street Traffic Calming Project	2-Central	2010 VRF	Disc-BP	Bike/Ped	CON	456			456				456
00283	LARPD / TVC	Valley Trails Connection Project	4-East	CMA-TIP	Other	Bike/Ped	CON	96	96						96
00008	LAVTA	WHEELS Route 14 Operating Assistance	4-East	Lifeline	STA	Transit	Ops	388	388						388
00008	LAVTA	WHEELS Route 14 Operating Assistance	4-East	Lifeline	JARC	Transit	Ops	129	129						129
00160	LAVTA	Pilot Transit Program for Last Mile Connections	4-East	2000 MB	Disc-Transit	Transit	Ops	51	51						51
00175	LAVTA	LAVTA Rte 30 BRT Operations, FYs 15/16 and 16/17	4-East	TFCA	Prog Mgr	Transit	Ops	275	275						275
00183	LAVTA	LAVTA Rte 30R Operations (FY 17/18 - 18/19)	4-East	TFCA	Prog Mgr	Transit	Ops	318	318						318
00244	LAVTA	Pleasanton BRT Corridor Enhancement Project (Route 10R)	4-East	2000 MB	Disc-Transit	Transit	Final Design (PS&E)	152	152						152
00244	LAVTA	Pleasanton BRT Corridor Enhancement Project (Route 10R)	4-East	2000 MB	Disc-Transit	Transit	CON	1,257	1,257						1,257
00245	LAVTA	Wheels Forward/2020 Plan	4-East	2000 MB	Disc-Transit	Transit	Planning / Scoping	81	81						81
00276	LAVTA	Para-Taxi Program (FY 17/18 and FY 18/19)	4-East	2014 MBB	TEP-12	Paratransit	Ops	22	22						22

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
2026 CIP Programming and Allocations

								Programming and Allocations ($ x 1,000)						
									Prior Allocations	Two-Year Allocation Plan		Future Programming			
CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00298	LAVTA	Para-Taxi Debit Card	4-East	2000 MB	Disc-PT	Paratransit	Ops	81	81						81
00299	LAVTA	Para-Taxi Operations	4-East	2000 MB	Disc-PT	Paratransit	Ops	80	80						80
00321	LAVTA	LAVTA Rte 30 BRT Operations, FYs 19/20 and 20/21	4-East	TFCA	Prog Mgr	Transit	Ops	477	477						477
00334	LAVTA	Route 30R Weekday Operations	4-East	TFCA	Prog Mgr	Bike/Ped	CON	490	490						490
00340	LAVTA	Rapid Bus Stop Improvement Project	4-East	RM2	Other	Transit	Various	2,300	2,300						2,300
00378	LAVTA	Passenger Facilities Enhancements	4-East	OBAG	STP/CMAQ	Transit	CON	2,000	2,000						2,000
00389	LAVTA	Atlantis O&M Facility Bridging Documents	4-East	2010 VRF	Disc-Transit	Transit	Final Design (PS&E)	541	541						541
00420	LAVTA	LAVTA Zero Emissions Infrastructure Transition Project (Atlantis Maintenance Facility)	4-East	2000 MB	Disc-Transit	Transit	CON	3,000	3,000						3,000
00451	LAVTA	Wheels Access – Expanding Mobility Options in the Tri-Valley	4-East	2000 MB	MB-T2	Paratransit	Ops	599	599						599
00463	LAVTA	Atlantis Facility Construction	4-East	STIP	RIP	Transit	CON	5,180	5,180						5,180
00463	LAVTA	Atlantis Facility Construction	4-East	2010 VRF	Disc-Transit	Transit	CON	2,000					2,000		
00474	LAVTA	Transit Signal Priority Upgrade and Expansion	4-East	TFCA	FYE25	Transit	CON	95	95						95
00475	LAVTA	Route 30R Weekday Operations	4-East	TFCA	FYE25	Transit	CON	366	366						366
00275	LIFE ElderCare	VIP Rides Program (FY 17/18 and FY 18/19)	3-South	2014 MBB	TEP-12	Paratransit	Ops	275	275						275
00296	LIFE ElderCare	Door Through Door (DthruD) and TNC Transportation for Seniors and Disabled Adults	3-South	2000 MB	Disc-PT	Paratransit	Ops	925	925						925
00189	Livermore	Iron Horse Trail Gap Closure (Isabel Avenue to Murrieta)	4-East	2014 MBB	TEP-42	Bike/Ped	PE/Env	20	20						20
00189	Livermore	Iron Horse Trail Gap Closure (Isabel Avenue to Murrieta)	4-East	2014 MBB	TEP-42	Bike/Ped	Planning / Scoping	30	30						30
00189	Livermore	Iron Horse Trail Gap Closure (Isabel Avenue to Murrieta)	4-East	2014 MBB	TEP-42	Bike/Ped	Final Design (PS&E)	137	137						137
00189	Livermore	Iron Horse Trail Gap Closure (Isabel Avenue to Murrieta)	4-East	TFCA	Prog Mgr	Bike/Ped	CON	193	193						193
00189	Livermore	Iron Horse Trail Gap Closure (Isabel Avenue to Murrieta)	4-East	2014 MBB	TEP-42	Bike/Ped	CON	1,406	1,406						1,406
00247	Livermore	Vasco Road/I-580 Interchange Improvements	4-East	2014 MBB	TEP-34	HWY	PE/Env	1,380	1,380						1,380
00246	Livermore	Livermore Annual Pavement Maintenance - MTS Routes	4-East	OBAG	LSR	LSR	CON	1,382	1,382						1,382
00352	Livermore	Downtown Livermore Bicycle Parking Project	4-East	2000 MB	Disc-BP	Bike/Ped	CON	39	39						39
00364	Livermore	Lawrence Elementary School Safe Routes to School Improvements	4-East	2000 MB	Disc-BP	Bike/Ped	Final Design (PS&E)	10	10						10
00364	Livermore	Lawrence Elementary School Safe Routes to School Improvements	4-East	2000 MB	Disc-BP	Bike/Ped	CON	84	84						84
00404	Livermore	Robertson Park/Concannon and Epson/Concannon Crossing Improvements	4-East	2000 MB	Disc-BP	Bike/Ped	Final Design (PS&E)	32	32						32
00404	Livermore	Robertson Park/Concannon and Epson/Concannon Crossing Improvements	4-East	2000 MB	Disc-BP	Bike/Ped	CON	234	234						234
00495	Livermore	Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project	4-East	2014 MBB	TEP-44	Bike/Ped	CON	825		825					825
00102	MTC	Regional Planning Activities and PPM - Alameda	Multiple	OBAG	STP	Multiple	PE/Env	1,034	1,034						1,034

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
2026 CIP Programming and Allocations

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CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00427	MTC	West Oakland Link	1-North	TFCA	Prog Mgr	Bike/Ped	CON								
00427	MTC	West Oakland Link	1-North	TFCA	FYE26	Bike/Ped	CON	344		344					344
00427	MTC	West Oakland Link	1-North	TFCA	FYE26	Bike/Ped	CON	(37)		(37)					(37)
00427	MTC	West Oakland Link	1-North	2014 MBB	TEP-42	Bike/Ped	CON	7,500		7,500					7,500
00324	MTC / Alameda CTC	I-580 WB HOV Extension	4-East	2010 VRF	Disc-Transit	Transit	Planning / Scoping	75	75						75
00324	MTC / Alameda CTC	I-580 WB HOV Extension	4-East	2010 VRF	Disc-Transit	Transit	PE/Env	325	325						325
00324	MTC / Alameda CTC	I-580 WB HOV Extension	4-East	2010 VRF	Disc-Transit	Transit	Final Design (PS&E)	350	350						350
00325	MTC / Alameda CTC	I-80 HOV Lane Extension (Emeryville Crescent)	1-North	2010 VRF	Disc-Transit	Transit	Planning / Scoping	200	200						200
00325	MTC / Alameda CTC	I-80 HOV Lane Extension (Emeryville Crescent)	1-North	2010 VRF	Disc-Transit	Transit	PE/Env	500	500						500
00325	MTC / Alameda CTC	I-80 HOV Lane Extension (Emeryville Crescent)	1-North	2010 VRF	Disc-Transit	Transit	Final Design (PS&E)	800	800						800
00325	MTC / Alameda CTC	I-80 HOV Lane Extension (Emeryville Crescent)	1-North	2010 VRF	Disc-Transit	Transit	CON	1,500	1,500						1,500
00326	MTC / Alameda CTC	I-80 DAA and Near-term improvements	1-North	2010 VRF	Disc-Transit	Transit	Planning / Scoping	200	200						200
00326	MTC / Alameda CTC	I-80 DAA and Near-term improvements	1-North	2010 VRF	Disc-Transit	Transit	PE/Env	273	273						273
00327	MTC / Alameda CTC	I-80 Powell Interchange	1-North	2010 VRF	Disc-Transit	Transit	Planning / Scoping	250	250						250
00327	MTC / Alameda CTC	I-80 Powell Interchange	1-North	2010 VRF	Disc-Transit	Transit	CON	2,500	2,500						2,500
00328	MTC / Alameda CTC	Bay Bridge Bicycle/Pedestrain LINK	1-North	2000 MB	Disc-BP	Transit	Final Design (PS&E)								
00328	MTC / Alameda CTC	Bay Bridge Bicycle/Pedestrain LINK	1-North	2000 MB	Disc-BP	Bike/Ped	CON	3,000			3,000				3,000
00464	MTC / BATA	Improved Bike/Ped Connectivity to East Span SFOBB	1-North	STIP	RIP	Bike/Ped	CON	5,063	5,063						5,063
00342	MTC / WOEIP	Adapt Oakland: Urban Greening in West Oakland (PCA Grant Match)	1-North	2014 MBB	TEP-46	Freight	Planning / Scoping	100	100						100
00342	MTC / WOEIP	Adapt Oakland: Urban Greening in West Oakland (PCA Grant Match)	1-North	2014 MBB	TEP-46	Freight	Final Design (PS&E)	100	100						100
00342	MTC / WOEIP	Adapt Oakland: Urban Greening in West Oakland (PCA Grant Match)	1-North	2014 MBB	TEP-46	Freight	CON	400	400						400
00099	Newark	Enterprise Drive Complete Streets and Road Diet	3-South	OBAG	STP	Bike/Ped	CON	454	454						454
00116	Newark	Central Avenue Overpass	3-South	2000 MB	025	LSR	Final Design (PS&E)	3,253	3,253						3,253
00116	Newark	Central Avenue Overpass	3-South	2000 MB	025	LSR	CON	11,134	11,134						11,134
00116	Newark	Central Avenue Overpass	3-South	2000 MB	025	LSR	ROW	1,667	1,667						1,667
00248	Newark	Thornton Avenue Pavement Rehabilitation (I-880 to Olive Street)	3-South	OBAG	LSR	LSR	CON	592	592						592
00353	Newark	Jarvis Avenue Class II Buffered Bike Lanes	3-South	2000 MB	Disc-BP	Bike/Ped	CON	30	30						30
00366	Newark	Newark Safe Routes to School Improvements	3-South	2000 MB	Disc-BP	Bike/Ped	CON	43	43						43
00401	Newark	Cherry Street Class IV Separated Bikeways	3-South	2000 MB	Disc-BP	Bike/Ped	CON	323	323						323

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
2026 CIP Programming and Allocations

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00401	Newark	Cherry Street Class IV Separated Bikeways	3-South	TFCA	Prog Mgr	Bike/Ped	CON	130	130						130
00426	Newark	Old Town PDA Road Diet and Complete Street Improvement Project	3-South	OBAG	STP/CMAQ	Bike/Ped	CON	5,141	5,141						5,141
00426	Newark	Old Town PDA Road Diet and Complete Street Improvement Project	3-South	TFCA	Prog Mgr	Bike/Ped	CON								
00426	Newark	Old Town PDA Road Diet and Complete Street Improvement Project	3-South	TFCA	FYE26	Bike/Ped	CON	68		68					68
00028	Oakland	Taxi-Up & Go Project	1-North	2000 MB	Disc-PT	Paratransit	Ops	350	350						350
00064	Oakland	Oakland Broadway Corridor Transit	1-North	2014 MBB	TEP-24	Transit	Planning / Scoping	50	50						50
00093	Oakland	Lake Merritt BART Bikeways	1-North	OBAG	STP	Bike/Ped	CON	571	571						571
00094	Oakland	Oakland Complete Streets	1-North	OBAG	STP	LSR	CON	3,384	3,384						3,384
00095	Oakland	Lakeside Complete Streets and Road Diet	1-North	OBAG	STP	Bike/Ped	CON	4,446	4,446						4,446
00095	Oakland	Lakeside Complete Streets and Road Diet	1-North	OBAG	CMAQ	Bike/Ped	CON	2,554	2,554						2,554
00100	Oakland	Oakland - Peralta and MLK Blvd Streetscape Phase I	1-North	OBAG	CMAQ	Bike/Ped	CON	5,452	5,452						5,452
00103	Oakland	7th Street West Oakland Transit Village, Phase II	1-North	OBAG	CMAQ	Bike/Ped	CON	3,288	3,288						3,288
00121	Oakland	Oakland Army Base Roadway Infrastructure Improvements	1-North	2014 MBB	TEP-26	Freight	CON	41,000	41,000						41,000
00122	Oakland	Oakland Army Base Infrastructure Improvements - Truck Parking	1-North	2014 MBB	TEP-26	Freight	CON	5,000	5,000						5,000
00125	Oakland	14th Ave Streetscape (3 phases) from E. 8th to Highland Hospital	1-North	2014 MBB	TEP-26	LSR	Final Design (PS&E)	1,300	1,300						1,300
00125	Oakland	14th Ave Streetscape (3 phases) from E. 8th to Highland Hospital	1-North	2014 MBB	TEP-26	LSR	CON	5,300	5,300						5,300
00137	Oakland	I-880/42nd-High Street Access Improvements	1-North	2014 MBB	TEP-40	HWY	CON	10,000	10,000						10,000
00167	Oakland	Broadway "B" Shuttle - Non-Peak (10am-3pm) Operations, FY 15/16	1-North	TFCA	Prog Mgr	Transit	Ops	210	210						210
00168	Oakland	CityRacks, Phase 12	1-North	TFCA	Prog Mgr	Bike/Ped	Various	117	117						117
00180	Oakland	Broadway Shuttle Operations (FY 16/17 - 17/18)	1-North	TFCA	Prog Mgr	Transit	Ops	354	354						354
00180	Oakland	Broadway Shuttle Operations	1-North	2014 MBB	TEP-45	Transit	Ops	1,138	1,138						1,138
00180	Oakland	Broadway Shuttle Operations	1-North	TFCA	Prog Mgr	Transit	Ops	603	603						603
00187	Oakland	Oakland Citywide Bike Parking Program, Phase 13	1-North	TFCA	Prog Mgr	Bike/Ped	CON	100	100						100
00258	Oakland	Oakland LSR Paving Program	1-North	OBAG	LSR	LSR	PE/Env	734	734						734
00249	Oakland	27th Street Complete Streets	1-North	2014 MBB	TEP-45	LSR	PE/Env	209	209						209
00249	Oakland	27th Street Complete Streets	1-North	2014 MBB	TEP-45	LSR	Final Design (PS&E)	900	900						900
00251	Oakland	E 12th Street Bikeway	1-North	2000 MB	Disc-BP	Bike/Ped	Final Design (PS&E)	250	250						250
00251	Oakland	E 12th Street Bikeway	1-North	2000 MB	Disc-BP	Bike/Ped	CON	1,110	1,110						1,110
00252	Oakland	East Oakland Community Streets Plan	1-North	2014 MBB	TEP-45	LSR	Planning / Scoping	100	100						100

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
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00253	Oakland	Fruitvale Ave Gap Closure	1-North	2014 MBB	TEP-44	Bike/Ped	CON	1,634	1,634						1,634
00254	Oakland	Lakeside Family Streets	1-North	OBAG	STP/CMAQ	LSR	PE/Env	80	80						80
00254	Oakland	Lakeside Family Streets	1-North	OBAG	STP/CMAQ	LSR	Final Design (PS&E)	320	320						320
00254	Oakland	Lakeside Family Streets	1-North	OBAG	STP/CMAQ	LSR	CON	4,392	4,392						4,392
00255	Oakland	Laurel Access to Mills, Maxwell Park and Seminary (LAMMPS) Streetscape	1-North	2010 VRF	Disc-BP	Bike/Ped	CON	2,500	2,500						2,500
00256	Oakland	MacArthur Smart City Corridor Project, Phase I	1-North	2014 MBB	TEP-46	LSR	Final Design (PS&E)	1,500	1,500						1,500
00256	Oakland	MacArthur Smart City Corridor Project, Phase I	1-North	2014 MBB	TEP-46	LSR	CON	9,500	9,500						9,500
00258	Oakland	Oakland LSR Paving Program	1-North	OBAG	LSR	LSR	CON	4,161	4,161						4,161
00259	Oakland	OakMob Transportation Demand Management (TDM)	1-North	2014 MBB	TEP-45	Transit	Ops	167	167						167
00323	Oakland	Broadway Transit Lanes	1-North	2014 MBB	TEP-24	Transit	CON	1,462	1,462						1,462
00331	Oakland	E. 12th St Bike Lanes	1-North	TFCA	Prog Mgr	Bike/Ped	CON	215	215						215
00354	Oakland	Citywide Bicycle/Pedestrian Rapid Response Enhancements	1-North	2000 MB	Disc-BP	Bike/Ped	CON	66	66						66
00367	Oakland	Lincoln Elementary Safe Routes to School	1-North	2000 MB	Disc-BP	Bike/Ped	Final Design (PS&E)	60	60						60
00367	Oakland	Lincoln Elementary Safe Routes to School	1-North	2000 MB	Disc-BP	Bike/Ped	CON	125	125						125
00367	Oakland	Lincoln Elementary Safe Routes to School	1-North	CMA-TIP	CMA-TIP	Bike/Ped	CON	200	200						200
00375	Oakland	14th Street Complete Streets Project	1-North	OBAG	STP/CMAQ	Bike/Ped	CON	1,000	1,000						1,000
00376	Oakland	East Bay Greenway Segment II	1-North	OBAG	STP/CMAQ	Bike/Ped	CON	1,000	1,000						1,000
00384	Oakland	West Oakland Transit Improvements	1-North	2010 VRF	Disc-Transit	Transit	Planning / Scoping	200	200						200
00384	Oakland	West Oakland Transit Improvements	1-North	2010 VRF	Disc-Transit	Transit	PE/Env	98	98						98
00384	Oakland	West Oakland Transit Improvements	1-North	2010 VRF	Disc-Transit	Transit	Final Design (PS&E)	207	207						207
00384	Oakland	West Oakland Transit Improvements	1-North	2010 VRF	Disc-Transit	Transit	ROW	21	21						21
00384	Oakland	West Oakland Transit Improvements	1-North	2010 VRF	Disc-Transit	Transit	CON	1,398	1,398						1,398
00425	Oakland	Broadway Streetscape and Transit Improvements	1-North	2014 MBB	TEP-24	Transit	Final Design (PS&E)	3,888	3,888						3,888
00432	Oakland	27th Street and Bay Place Project	1-North	2014 MBB	TEP-44	Bike/Ped	CON	5,101	5,101						5,101
00432	Oakland	27th Street and Bay Place Project	1-North	2014 MBB	TEP-45	Bike/Ped	CON	3,200	3,200						3,200
00433	Oakland	66th Avenue BART to Bay Trail	1-North	2014 MBB	TEP-42	Bike/Ped	Final Design (PS&E)	2,140	2,140						2,140
00442	Oakland	LAAMPS Phase Two	1-North	2014 MBB	TEP-44	Bike/Ped	Final Design (PS&E)	1,197	1,197						1,197
00469	Oakland	Calm East Oakland Streets	1-North	TFCA	FYE25	Bike/Ped	CON	497	497						497
00470	Oakland	Battery Electric Street Sweeper	1-North	TFCA	FYE25	Bike/Ped	CON	104	104						104

Alameda CTC Comprehensive Investment Plan
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00471	Oakland	Laurel Access to Mills, Maxwell Park, and Seminary (LAMMPS) Phase II and III	1-North	TFCA	FYE25	Bike/Ped	CON	175	175						175
00472	Oakland	Martin Luther King Jr. Way Complete Streets	1-North	TFCA	FYE26	Bike/Ped	CON	187		187					187
00472	Oakland	Martin Luther King Jr. Way Complete Streets	1-North	TFCA	FYE26	Bike/Ped	CON	40		40					40
00472	Oakland	Martin Luther King Jr. Way Complete Streets	1-North	2000 MB	Disc-Transit	Bike/Ped	CON	1,000		1,000					1,000
00472	Oakland	Martin Luther King Jr. Way Complete Streets	1-North	2014 MBB	TEP-45	Bike/Ped	CON	960		960					960
00487	Oakland	Chinatown 9th Street Complete Streets Project	1-North	2014 MBB	TEP-45	Bike/Ped	PS&E	2,000		2,000					2,000
00499	Oakland	Speed Camera Implementation	1-North	2010 VRF	Disc-Tech	Technology	CON	2,000		2,000					2,000
00101	Piedmont	Piedmont Complete Streets (CS)	1-North	OBAG	STP	Bike/Ped	CON	129	129						129
00260	Piedmont	Oakland Avenue Improvements	1-North	OBAG	LSR	LSR	CON	168	168						168
00285	Piedmont	Piedmont LSR Exchange Projects	1-North	CMA-TIP	Other	LSR	CON	(208)	(208)						(208)
00286	Piedmont	Oakland Avenue Pedestrian Bridge Railing Project	1-North	CMA-TIP	Other	LSR	CON	204	204						204
00370	Piedmont	Oakland Avenue Pedestrian Enhancement Project	1-North	2000 MB	Disc-BP	Bike/Ped	Final Design (PS&E)	14	14						14
00443	Piedmont	Piedmont Pedestrian Safety Project	1-North	2014 MBB	TEP-44	Bike/Ped	CON	500	500						500
00491	Piedmont	Moraga Avenue Pedestrian Safety Project	1-North	2010 VRF	Disc-Tech	Bike/Ped	PS&E	97		97					97
00491	Piedmont	Moraga Avenue Pedestrian Safety Project	1-North	2014 MBB	TEP-44	Bike/Ped	CON	651			651				651
00332	Piedmont / EBCE	EV Charging in Piedmont	1-North	TFCA	Prog Mgr	Bike/Ped	CON	120	120						120
00029	Pleasanton	Downtown Route Shuttle (DTR)	4-East	2000 MB	Disc-PT	Paratransit	Ops	148	148						148
00104	Pleasanton	Pleasanton Complete Streets	4-East	OBAG	STP	Bike/Ped	CON	832	832						832
00169	Pleasanton	Pleasanton Trip Reduction Program, FYs 15/16 & 16/17	4-East	TFCA	Prog Mgr	Transit	Ops	53	53						53
00188	Pleasanton	Pleasanton Trip Reduction Program (FY 17/18 - 18/19)	4-East	TFCA	Prog Mgr	Bike/Ped	Ops	65	65						65
00262	Pleasanton	Pavement Rehabilitation Hacienda Business Park	4-East	OBAG	LSR	LSR	CON	1,095	1,095						1,095
00263	Pleasanton	Stoneridge at I-680 Interchange improvements	4-East	2014 MBB	TEP-26	HWY	CON	5,200	5,200						5,200
00316	Pleasanton	Citywide Trip Reduction Program	4-East	TFCA	Prog Mgr	Transit	Ops	80	80						80
00355	Pleasanton	Division Street/St. Mary's Street Cycle Track and Buffered Bike Lanes Project	4-East	2000 MB	Disc-BP	Bike/Ped	CON	17	17						17
00399	Pleasanton	West Las Positas Bikeway Improvements (Phase 1 and 2)	4-East	2000 MB	Disc-BP	Bike/Ped	CON	717	717						717
00399	Pleasanton	West Las Positas Bikeway Improvements (Phase 1 and 2)	4-East	TFCA	Prog Mgr	Bike/Ped	CON	150	150						150
00399	Pleasanton	West Las Positas Boulevard Multimodal Reconstruction	4-East	2014 MBB	TEP-44	Bike/Ped	CON	2,300	2,300						2,300
00399	Pleasanton	West Las Positas Boulevard Multimodal Reconstruction	4-East	2014 MBB	TEP-45	Bike/Ped	CON	5,000	5,000						5,000
00399	Pleasanton	West Las Positas Boulevard Multimodal Reconstruction	4-East	Fed	Earmark	Bike/Ped	CON	1,700	1,700						1,700

Alameda CTC Comprehensive Investment Plan
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00444	Pleasanton	Pleasanton Trip Reduction Program (FY 22/23 - 23/24)	4-East	TFCA	Prog Mgr	Bike/Ped	Ops	58	58						58
00459	Pleasanton	Pleasanton Rides Additional Driver and Electric Transit Vehicle	4-East	2000 MB	Disc-PT	Paratransit	Ops	158	158						158
00462	Pleasanton	Interstate 680/Sunol Boulevard Interchange Modernization	4-East	STIP	RIP	HWY	CON	6,000	6,000						6,000
00473	Pleasanton	Pleasanton Trip Reduction Program	4-East	TFCA	FYE25	Transit	CON	85	85						85
00488	Pleasanton	West Las Positas Boulevard Multimodal Reconstruction Project (Iron Horse Trail to Santa Rita Road)	4-East	2010 VRF	Disc-BP	Bike/Ped	PS&E	750		750					750
00494	Pleasanton	I-580 Overcrossing Bicycle and Pedestrian Improvements	4-East	2000 MB	Disc-BP	Bike/Ped	PS&E	350		350					350
00494	Pleasanton	I-580 Overcrossing Bicycle and Pedestrian Improvements	4-East	2014 MBB	TEP-45	Bike/Ped	PS&E	175		175					175
00144	Port of Oakland	Scoping: Airport Drive Overlay	1-North	2014 MBB	TEP-26	Multiple	Planning / Scoping	42	42						42
00145	Port of Oakland	Scoping: Port Terminal Seismic Monitoring Program	1-North	2014 MBB	TEP-26	Freight	Planning / Scoping	7	7						7
00146	Port of Oakland	Scoping: Port Area ITS Deployment	1-North	2014 MBB	TEP-27	Multiple	Planning / Scoping	22	22						22
00147	Port of Oakland	Scoping: Middle Harbor Road Improvements	1-North	2014 MBB	TEP-27	Multiple	Planning / Scoping	22	22						22
00148	Port of Oakland	Scoping: Port Terminal Lighting Upgrade	1-North	2014 MBB	TEP-27	Multiple	Planning / Scoping	6	6						6
00149	Port of Oakland	Scoping: Outer Harbor Intermodal Terminal (OHIT) Phase 2	1-North	2014 MBB	TEP-27	Multiple	Planning / Scoping	50	50						50
00150	Port of Oakland	Scoping: Airport Perimeter Dike	1-North	2014 MBB	TEP-27	Multiple	Planning / Scoping	30	30						30
00151	Port of Oakland	Scoping: 7th Street Grade Separation East	1-North	2014 MBB	TEP-27	Multiple	Planning / Scoping	6	6						6
00478	Port of Oakland	Next Generation Fuel Cell Electric Top Loader and Wet-Hose Mobile Refueler Project	1-North	2014 MBB	TEP-46	Freight	CON	2,000	2,000						2,000
00067	San Leandro	San Leandro Streets Rehabilitation	2-Central	2014 MBB	TEP-26	LSR	CON	30,000	30,000						30,000
00096	San Leandro	San Leandro Boulevard Preservation	2-Central	OBAG	STP	LSR	CON	804	804						804
00170	San Leandro	San Leandro LINKS shuttle, FYs 15/16 and 16/17	2-Central	TFCA	Prog Mgr	Transit	Ops	50	50						50
00190	San Leandro	LINKS Shuttle (FY 17/18 - 18/19)	2-Central	TFCA	Prog Mgr	Transit	Ops	130	130						130
00190	San Leandro	LINKS Shuttle Operations	2-Central	2014 MBB	TEP-45	Transit	Ops	1,020	1,020						1,020
00190	San Leandro	LINKS Shuttle Operations (FY20/21 & 21/22)	2-Central	TFCA	Prog Mgr	Transit	Ops	128	128						128
00190	San Leandro	LINKS Shuttle Operations	2-Central	2010 VRF	Disc-Transit	Transit	Ops	931	456	190	141	144			787
00190	San Leandro	LINKS Shuttle Operations (FY22/23 & FY 23/24)	2-Central	TFCA	Prog Mgr	Transit	Ops	114	114						114
00190	San Leandro	LINKS Shuttle Operations (FY 24/25 & FY 25/26)	2-Central	TFCA	Prog Mgr	Transit	Ops	67	34	33					67
00190	San Leandro	LINKS Shuttle Operations (FY2029 & FY2030)	2-Central	2010 VRF	Disc-Transit	Transit	Ops	386					188	198	
00190	San Leandro	LINKS Shuttle Operations (FY2027 & FY2028)	2-Central	TFCA	FYE26	Transit	Ops	46			23	23			23
00265	San Leandro	Washington Avenue Rehabilitation	2-Central	OBAG	LSR	LSR	PE/Env	73	73						73
00265	San Leandro	Washington Avenue Rehabilitation	2-Central	OBAG	LSR	LSR	CON	975	975						975

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
2026 CIP Programming and Allocations

								Programming and Allocations ($ x 1,000)						
									Prior Allocations	Two-Year Allocation Plan		Future Programming			
CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
00356	San Leandro	Lewelling Blvd Pedestrian Safety Rapid Flashing Beacons Project	2-Central	2000 MB	Disc-BP	Bike/Ped	CON	30	30						30
00398	San Leandro	Class IV Protected Bike Lanes on Hesperian Blvd and Fairmont Dr	2-Central	2000 MB	Disc-TCD	Bike/Ped	CON	1,387	1,387						1,387
00398	San Leandro	Class IV Protected Bike Lanes on Hesperian Blvd and Fairmont Dr	2-Central	TFCA	Prog Mgr	Bike/Ped	CON	92	92						92
00434	San Leandro	Lewelling Boulevard Streetscape	2-Central	2014 MBB	TEP-44	Bike/Ped	Final Design (PS&E)	234	234						234
00434	San Leandro	Lewelling Boulevard Streetscape	2-Central	2014 MBB	TEP-44	Bike/Ped	CON	1,973	1,973						1,973
00438	San Leandro	Fairway Drive Traffic Calming	2-Central	2014 MBB	TEP-44	Bike/Ped	Final Design (PS&E)	58	58						58
00439	San Leandro	Hesperian Boulevard Bike Lane Gap Closure	2-Central	2014 MBB	TEP-44	Bike/Ped	Final Design (PS&E)	225	225						225
00481	San Leandro	Bancroft Avenue and Williams Street Bicycle Corridor Project	2-Central	2014 MBB	TEP-45	Bike/Ped	PS&E	2,000		2,000					2,000
00030	SHS	Rides for Seniors	2-Central	2000 MB	Disc-PT	Paratransit	Ops	235	235						235
00051	SJRRC	ACE Capital	3-South	2000 MB	01	Transit	Various	13,184	13,184						13,184
00382	SJRRC	Newark-Albrae Siding Connection Project	3-South	2010 VRF	Disc-Transit	Transit	Final Design (PS&E)	235	235						235
00382	SJRRC	Newark-Albrae Siding Connection Project	3-South	2010 VRF	Disc-Transit	Transit	CON	1,765	1,765						1,765
00466	SJRRC	Union City Intermodal Station Phase 3 Project	4-East	2014 MBB	TEP-22	Transit	PE/Env	3,000	3,000						3,000
00456	SOS	SOS Meals on Wheels	Multiple	2000 MB	Disc-PT	Paratransit	Ops	471	471						471
00031	SSPTV	Volunteer Assisted Senior Transportation Program	4-East	2000 MB	Disc-PT	Paratransit	Ops	325	325						325
00277	SSPTV	Volunteer Assisted Senior Transportation Program (FY 17/18 and FY 18/19)	4-East	2014 MBB	TEP-12	Paratransit	Ops	210	210						210
00297	SSPTV	Volunteers Assisting Seniors with Transportation (VAST)	4-East	2000 MB	Disc-PT	Paratransit	Ops	701	701						701
00010	Union City	Operations Support for Route 2	3-South	Lifeline	STA	Transit	Ops	220	220						220
00062	Union City	Union City Intermodal Station	3-South	2014 MBB	TEP-22	Transit	Planning / Scoping	51	51						51
00191	Union City	Union City Boulevard Bike Lanes Phase 2	3-South	2014 MBB	TEP-44	Bike/Ped	PE/Env	5	5						5
00191	Union City	Union City Boulevard Bike Lanes Phase 2	3-South	2014 MBB	TEP-44	Bike/Ped	Final Design (PS&E)	780	780						780
00191	Union City	Union City Boulevard Bike Lanes Phase 2	3-South	2014 MBB	TEP-44	Bike/Ped	CON	5,779	5,779						5,779
00191	Union City	Union City Boulevard Bike Lanes Phase 2	3-South	CMA-TIP	Other	Bike/Ped	CON	1,100	1,100						1,100
00191	Union City	Union City Boulevard Bike Lanes Phase 2	3-South	TFCA	Prog Mgr	Bike/Ped	CON								
00191	Union City	Union City Boulevard Bike Lanes Phase 3	3-South	2014 MBB	TEP-42	Bike/Ped	CON	1,751	1,751						1,751
00191	Union City	Union City Boulevard Bike Lanes Phase 3	3-South	TFCA	Prog Mgr	Bike/Ped	CON	185	185						185
00266	Union City	Dyer Road Pavement Rehabilitation	3-South	OBAG	LSR	LSR	CON	872	872						872
00267	Union City	Bicycle and Pedestrian Master Plan Update	3-South	2000 MB	Disc-BP	Bike/Ped	Planning / Scoping	150	150						150
00317	Union City	Union City IDEA Grant Traffic Signal Control Improvement	3-South	TFCA	Prog Mgr	Transit	CON	221	221						221

Alameda CTC Comprehensive Investment Plan
2026 CIP Five-Year Programming and Two-Year Allocation Plan
2026 CIP Programming and Allocations

CIP ID	Sponsor	Project Title	PA	Fund Source	Fund Subset	Mode	Phase	Programmed Amount	Prior Thru FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30	Total Allocated (Thru FY26-27)
									Prior Allocations	Two-Year Allocation Plan		Future Programming			
								Programming and Allocations ($ x 1,000)							
00333	Union City	East-West Connector / Quarry Lakes Parkway	3-South	1986 MB	MB226	LSR	Final Design (PS&E)	6,700	6,700						6,700
00333	Union City	Quarry Lakes Parkway	3-South	1986 MB	MB226	LSR	Final Design (PS&E)	3,995		3,995					3,995
00371	Union City	Pedestrian Infrastructure at James Logan High School and Guy Emanuele, Jr. Elementary School	3-South	2000 MB	Disc-BP	Bike/Ped	Final Design (PS&E)	10	10						10
00372	Union City	Pedestrian Infrastructure at James Logan High School and Guy Emanuele, Jr. Elementary School	3-South	2000 MB	Disc-BP	Bike/Ped	CON	71	71						71
00390	Union City	Union City Electric Bus Infrastructure	3-South	TFCA	Prog Mgr	Transit	CON								
00476	Union City	Union City Transit Electric Bus & Infrastructure	3-South	TFCA	FYE26	Transit	CON	467		467					467
00476	Union City	Union City Transit Electric Bus & Infrastructure	3-South	TFCA	FYE26	Transit	CON	16		16					16
00476	Union City	Union City Transit Battery Electric Bus Charging Infrastructure	3-South	2010 VRF	Disc-Tech	Transit	CON	1,017		1,017					1,017
00294	USOAC	Senior Public Transportation Training and Education Program	1-North	2000 MB	Disc-PT	Paratransit	Ops	400	400						400
00294	USOAC	Senior Public Transportation Training and Education Program	1-North	2000 MB	MB-T2	Paratransit	Ops	755	755						755
00281	Various	State Transportation Improvement Program	Multiple	STIP	RIP	HWY	Various	48,813	48,813						48,813
00282	Various	Lifeline Cycle 5 Program	Multiple	Lifeline	Other	Transit	Various	4,789	4,789						4,789
								1,880,516	**1,800,223**	**55,136**	**10,292**	**10,542**	**3,625**	**698**	**1,865,651**

Sorted by Sponsor > CIP ID

Total 2-year Allocations	**65,428**
Total 5-year Programming	**80,293**

INDEX OF PLANS

SHEET	DESCRIPTION
1	TITLE SHEET
2-9	TYPICAL CROSS SECTIONS
10	KEY MAP AND LINE INDEX
11	PROJECT CONTROL
12-19	DEMOLITION
20-26	PLAN & PROFILE
27	SUPERELEVATION DIAGRAM
28-48	CONSTRUCTION DETAILS
49-56	WATER POLLUTION CONTROL PLANS
57	WATER POLLUTION CONTROL QUANTITIES
58-61	WATER POLLUTION CONTROL DETAILS
62-68	DRAINAGE PLAN
69-76	DRAINAGE PROFILES
77-81	DRAINAGE DETAILS
82-84	PUMP STATION
85	SINGLE LINE DIAGRAM & SWBD A/MCC ELEVATION
86-93	UTILITY PLAN AND DETAILS
94-101	JOINT TRENCH PLAN AND DETAILS
102-103	STAGE CONSTRUCTION
104-135	TRAFFIC HANDLING PLANS
136	CONSTRUCTION AREA SIGNS
137-144	SIGNING AND STRIPING
145-150	TREE PRESERVATION AND REMOVAL PLAN
151-160	LANDSCAPE MATERIALS & LAYOUT PLAN
161-170	LANDSCAPE PLANTING PLAN
171-174	LANDSCAPE DETAILS
175-184	LANDSCAPE IRRIGATION PLAN
185-186	IRRIGATION DETAILS
187-194	EROSION CONTROL PLAN
195	EROSION CONTROL QUANTITIES
196-197	EROSION CONTROL DETAILS
198-222	ELECTRICAL SYSTEMS

CITY OF UNION CITY
PROJECT PLANS FOR CONSTRUCTION OF
QUARRY LAKES PARKWAY

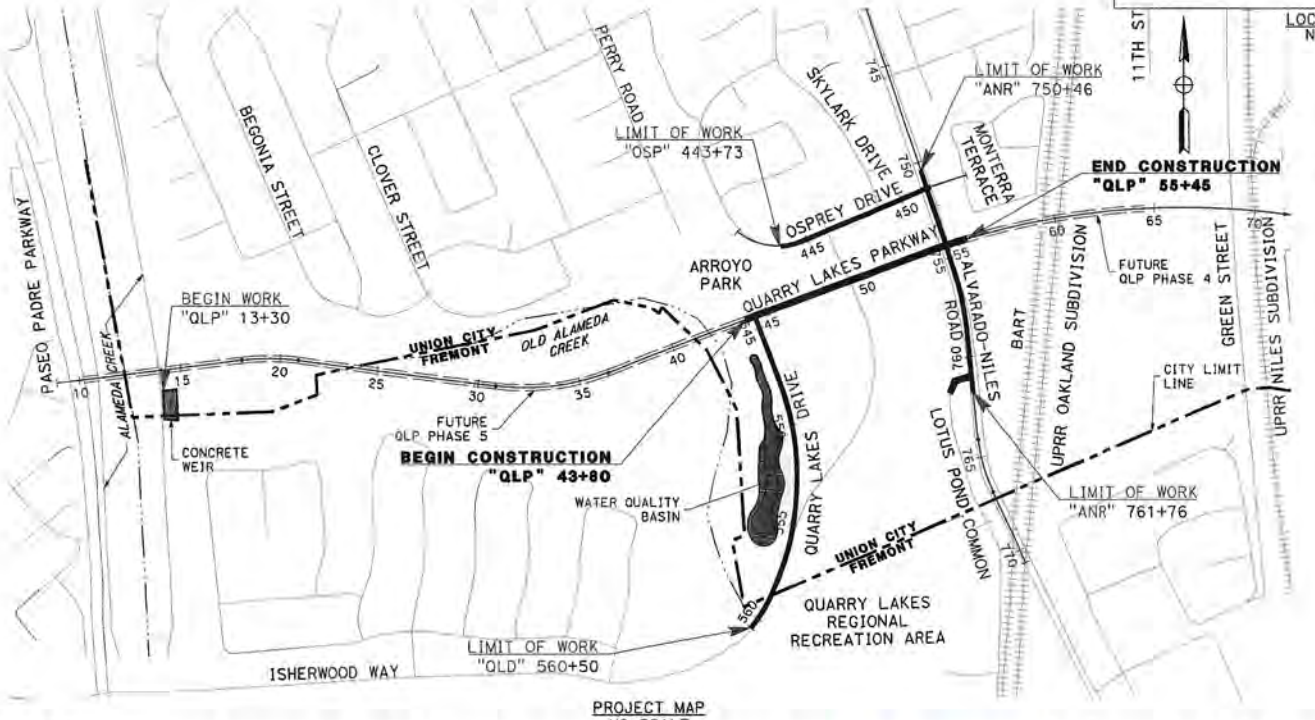
FROM OLD ALAMEDA CREEK TO ALVARADO-NILES ROAD
INCUDING PORTIONS OF
QUARRY LAKES DRIVE,
ALVARADO-NILES ROAD, AND OSPREY DRIVE

IN ALAMEDA COUNTY

TO BE SUPPLEMENTED BY STANDARD PLANS AND SPECIFICATIONS DATED 2024
AND CITY OF UNION CITY STANDARD PLANS

CITY PROJECT NO. 18-04 (PHASE 2)

LOCATION MAP
NO SCALE



PROJECT MAP
NO SCALE

65% SUBMITTAL

Rev.	Description	Date

MARK THOMAS
1970 BROADWAY, SUITE 760
OAKLAND, CA 94612
(510) 844-5600
markthomas.com

REGISTERED PROFESSIONAL ENGINEER JOSEPH SARMIENTO NO. 88787 CIVIL STATE OF CALIFORNIA
DATE SIGNED:

Scale	NTS
Designed By:	JS
Drawn By:	JH/KC
Checked By:	DIS
Consultant's Job No.	22-00100

CITY OF UNION CITY
34009 ALVARADO-NILES ROAD
UNION CITY, CA 94583
T (510) 675-5305 F (510) 489-9468

UNION CITY california

CITY OF UNION CITY
DEPARTMENT OF PUBLIC WORKS
QUARRY LAKES PARKWAY PROJECT

TITLE SHEET

City of Union City Project No. 18-04
Drawing No. **T-1**
Sheet 1 of 222

USERNAME => jsarmiento
DWG FILE => QLP Phase 2_T-1.dwg

PRELIMINARY NOT FOR CONSTRUCTION

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO DISNEY CONSTRUCTION, INC., IN THE AMOUNT OF $5,533,333, FOR THE AT-GRADE PEDESTRIAN CROSSING AT BART, CITY PROJECT NO. 14-14, APPROVING A TOTAL CONSTRUCTION BUDGET OF $6,086,666, AND REJECTING THE APPARENT LOW BID BY R&S CONSTRUCTION MANAGEMENT INC

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a resolution awarding a construction contract to Disney Construction, Inc. (Disney), in the amount of $5,533,333, for the At-Grade Pedestrian Crossing at BART, City Project No. 14-14, approving a total construction budget of $6,086,666, and rejecting the apparent low bid by R&S Construction Management Inc.

STRATEGIC PLAN ALIGNMENT

This agenda item is aligned with the following:

Goal C, Strategy 2: Economic, Community Development, and Public Safety – Facilitate the build out of the greater Station District Area through the construction of the Quarry Lakes Parkway, completion of the pedestrian rail crossing, and implementing the recommendations of the Southern Alameda County Regional Rail Integration Study to make the Station District a passenger rail hub served by ACE.

Goal D, Strategy 2: Environmental Sustainability and Infrastructure – Implement the City's capital improvement plan.

BACKGROUND

Since the early 2000s, the vision of the Union City Intermodal Station Project has been to create a two-sided Bay Area Rapid Transit (BART) Station with a new east entrance to the Station District Area, a 30-acre-plus planned Transit-Oriented Development (TOD) site, located along both sides of 11th Street. The completion of the at-grade pedestrian crossing will finally convert the BART Station into a two-sided station by constructing a new concrete walkway across the existing Union Pacific Railroad (UPRR) Oakland Subdivision tracks to connect BART with the public East Plaza in the Station District Area. In addition to the new concrete stairs on both sides of the railroad tracks, concrete ramps will also be built to meet ADA accessibility requirements.

The overall construction budget for this project, including the UPRR costs for installing concrete railroad panels, railroad signals, safety gates, and making signal timing improvements for the project, is $7.2 million and the City has partnered with multiple agencies to undertake this project, including BART, the Alameda County Transportation Commission ("Alameda CTC"), the Metropolitan Transportation Commission (MTC) and UPRR.

On July 9, 2019, the City Council of Union City adopted Resolution No. 5503-19, which authorized the City Manager to enter into an agreement with Union Pacific Railroad to allow the City to construct a public at-grade crossing on the Oakland Subdivision tracks located adjacent to the Union City BART Station. In late 2021, the improvements to the east side of the station were completed as part of the Union City Intermodal Station, Phase 2A project. The At-Grade Pedestrian Crossing at BART is the only remaining project component to achieve a two-sided BART

station.

Safe Routes to BART (SR2B) is a voter-approved Measure RR capital funds grant program that is designed to help local agencies improve access for BART customers who walk or bike to BART stations. On December 14, 2023, the City submitted a grant funding application to the SR2B Program, Cycle 3, in the maximum amount of $3 million for the construction phase of the At-Grade Pedestrian Crossing at BART, City Project No. 14-14. The project funding application included "Letters of Support" from the City's Bicycle and Pedestrian Advisory Committee (BPAC), Bike East Bay and San Joaquin Regional Rail Commission. On March 1, 2024, BART's Board of Directors awarded the City $3 million for the At-Grade Pedestrian Crossing at BART, which the City Council accepted with the adoption of Resolution No. 6298-24 on May 14, 2024.

The Alameda CTC's Countywide Transportation Plan (CTP) and the Metropolitan Transportation Commission's Plan Bay Area (PBA) 2050 Plus are both voter-approved Regional Measure 3 (RM 3) Dumbarton Corridor Improvements programs designed to finance highway and transit improvements along or parallel to the Dumbarton-Decoto Road corridor. In early 2023, the southern Alameda County cities of Fremont and Newark, as well as AC Transit and Alameda County Transportation Commission (Alameda CTC), prepared a list of eligible capital improvement projects that were ready for construction within the next five years. The At-Grade Pedestrian Crossing at BART Project was selected to be eligible for the list and, in early 2023, the City submitted the initial project information in a grant request for $3 million to Alameda CTC and MTC for their review and comments. On June 24, 2024, the MTC Commission unanimously approved the staff recommendation for programming the requested funds for the At-Grade Pedestrian Crossing at BART, City Project No. 14-14. The City submitted an Allocation Request package to Alameda CTC and MTC for the $3 million in Regional Measure (RM 3), Dumbarton Corridor Improvements program funds and MTC approved the grant funds in December 2024. The City Council accepted the funds with the adoption of Resolution No. 2025-020 on February 11, 2025.

On May 13, 2025, the City Council adopted a resolution authorizing the City Manager to execute a consulting services agreement with MNS Engineers, Inc., in the amount of $642,532, to provide construction management and inspection services for this project.

DISCUSSION

Staff released the plans and specifications and advertised for bids for the construction contract for the At-Grade Crossing at BART on May 9, 2025. On June 12, 2025, the City received three (3) bids; however, after the bid opening, the apparent low bidder, R&S Construction Management, Inc. (R&S), withdrew its bid pursuant to Public Contract Code section 5100 *et seq*. due to errors in its bid. In addition, there were some discrepancies between the specifications and the bid form provided in the City's bid package. For these reasons, on July 8, 2025, the City Council adopted Resolution No. 2025-092 rejecting all bids.

City staff re-advertised the project for bids on July 11, 2025. Six (6) bids were received on July 31, 2025, which ranged from $5,227,531 to $6,030,457, a difference of $802,926 or 15%. The bid by the apparent low bidder, R&S Construction Management Inc., (R&S), is $5,227,531, which is $305,802 (or approximately 6%) lower than the bid by the next lowest bidder, Disney Construction, Inc. (Disney).

However, because R&S withdrew their bid during the previous bidding process, it was, in fact, prohibited from participating in this second bidding process. Specifically, Public Contract Code, Section 5105, prohibits a contractor from bidding on the same project again, if they had previously withdrawn a bid on the project after bid opening. Although the City had previously rejected all bids and re-bid the project, it is technically still the same project, and the courts have held that there needs to be significant changes when the project is rebid for it to be considered a new project.

Based on the guidance from the City Attorney's office, staff recommends that the apparent low bid by R&S be rejected, and that the project be awarded to Disney, the second lowest responsive and responsible bidder.

Disney's bid, in the amount of $5,533,333, is $1,333,333, or approximately 32%, higher than the engineer's estimate of $4.2 million.

There may be several factors why the bids are much higher than the engineer's estimate: 1) the need to work within the difficult-to-access and constrained BART and UPRR rights-of-way; 2) meeting the requirements of both these agencies, which includes working under UPRR's flagperson at all times; 3) the need to wait for as long as 3 months before starting any work while these agencies issue their permits; and, 4) the need to design, apply for, and secure a shoring plan from UPRR, which could take an unspecified amount of time. In addition, the work entails architectural elements, such as granite and decorative metal railings, which require specialized subcontractor work and are some of the most expensive line items across all bids. Another requirement is to test the soils to be excavated and formulate a disposal strategy, something that involves an unspecified amount of effort and cost. In staff's assessment, these appear to be some of the main reasons that the contractors are seeking premium compensation to work on this challenging project.

Following the standard practice of allocating a contingency amount to address any unforeseen conditions that may require additional work, the Public Works Department recommends a 10% construction contingency to ensure a successful project. The estimated project budget for the construction phase is as follows:

Construction Contract	$5,533,333
Construction Contingency (10%)	$553,333
Total Construction Cost	**$6,086,666**

City staff have not worked with Disney Construction, Inc. in the past, but staff is satisfied with the reference checks submitted with the bid proposal.

The construction phase will begin once all permits are received from BART and UPRR, which is expected to take approximately three months. The project is anticipated to be completed by mid-to-late 2026.

FISCAL IMPACT

The construction contract with Disney Construction, Inc., in the amount of $5,533,333, and the construction contingency of 10%, in the amount of $553,333, will bring the total project construction cost to $6,086,666. Construction of this project will be funded with $3,000,000 in Safe Routes to BART (SR2B) funds in the Capital Projects Grants Fund (Account Number 41091414-57128), $2,375,468 of remaining RM 3 funds in the Capital Projects Grants Fund (Account Number 41091414-57128), and $711,198 of Public Improvement Fund monies (Account Number 41691414-57128), which were budgeted in the approved Five-Year Capital Improvement Plan (CIP) for Fiscal Year 2025-2026 to Fiscal Year 2029-2030, for the At-Grade Pedestrian Crossing at BART, City Project No. 14-14.

There is no impact on the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution:

1. Awarding a construction contract to Disney Construction, Inc., in the amount of $5,533,333, for the At-Grade Pedestrian Crossing at BART Project, City Project No. 14-14; and
2. Approving a total construction budget, in the amount of $6,086,666, for the construction contract and construction contingency; and
3. Rejecting the bid by the apparent low bidder, R&S Construction Management Inc., per Public Contract Code Section 5105, which prohibits a contractor from bidding if they had previously withdrawn a bid on the same project after the bid opening.

Prepared by:

Farooq Azim, City Engineer

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

Description	Type
Attachment 1 - Letter to R&S Rejecting Bid	Attachment
Draft Resolution	Resolution
Exhibit A - Bid Sunnary	Exhibit
Exhibit B - Bid Results	Exhibit

UNION CITY
california

August 6, 2025

Mr. Matt Ramirez
R&S Construction Management, Inc.
1555 Burke Ave., Suite I
San Francisco, CA 94124

Project: At-Grade Pedestrian Crossing at BART, City Project No. 14-14
Subject: Rejection of Non-responsive Apparent Lowest Bid

Dear Mr. Ramirez,

This letter is to notify you that the Public Works Department will be recommending that the City Council award the construction contract to Disney Construction, Inc., the second lowest bidder, at its August 12th meeting at 7:00 PM.

Following the bid opening, City received a bid protest from the apparent second low bidder Disney Construction, Inc. dated August 3, 2025, Inc., protesting that the City could not award the contract to your firm since your firm had previously withdrawn your bid on this project during the previous bid effort. Staff agree with this protest.

When the City previously bid this project, R&S Construction Management, Inc. ("RS") withdrew their bid pursuant to Public Contract Code section 5100 *et seq.* due to mistakes in the bid. Because R&S withdrew its original bid, Public Contract code section 5105 prohibits it from bidding on the same project again. Even though the City previously rejected all bids, and re-bid the project, it is still the same project. Courts have held that there needs to be significant changes when the project is rebid in order for it to be considered a new project. For this reason, the Staff is recommending that the City Council reject R&S's bid.

Thank you again for taking the time to prepare and submit your bid and for your interest in Union City's Public Works projects.

Respectively,

Farooq M. Azim, P.E
City Engineer

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY AWARDING A CONSTRUCTION CONTRACT TO DISNEY CONSTRUCTION, INC., IN THE AMOUNT OF $5,533,333, FOR THE AT-GRADE PEDESTRIAN CROSSING AT BART, CITY PROJECT NO. 14-14, APPROVING A TOTAL CONSTRUCTION BUDGET OF $6,086,666, AND REJECTING THE APPARENT LOW BID BY R&S CONSTRUCTION MANAGEMENT INC.

WHEREAS, since the early 2000s, the vision of the Union City Intermodal Station Project has been to create a two-sided BART Station with a new east entrance connection to the Station District Area, a 30-acre plus planned TOD (Transit-Oriented Development) site located along both sides of 11th Street; and

WHEREAS, the completion of the at-grade pedestrian crossing project will finally make the Union City BART Station a two-sided station, with a new concrete walkway across the existing UPRR tracks directly connecting it to the East Plaza in the Station District Area; and

WHEREAS, on July 9, 2019, the City Council of Union City adopted Resolution No. 5503-19, which authorized the City Manager to enter into an agreement with Union Pacific Railroad to construct a public at-grade crossing on the Oakland Subdivision located adjacent to the Union City BART Station; and

WHEREAS, the City of Union City has partnered with local agencies for funding and other support for this project, including Bay Area Rapid Transit ("BART"), the Alameda County Transportation Commission ("Alameda CTC"), and the Metropolitan Transportation Commission ("MTC"); and

WHEREAS, Safe Routes to BART ("SR2B") is a grant program sponsored by BART that is designed to help local agencies improve access for BART customers traveling to BART stations by walking and biking using voter-approved Measure RR capital funds; and

WHEREAS, on December 14, 2023, the City submitted a grant funding application to the SR2B Program, Cycle 3, in the maximum amount of $3,000,000, for the construction phase of the BART Pedestrian At-Grade Crossing Project, City Project No. 14-14; and

WHEREAS, on March 1, 2024, BART notified staff of the preliminary award of $3,000,000 for the BART Pedestrian At-Grade Railroad Crossing. City Council accepted the funds with the adoption of Resolution No. 6298-24 on May 14, 2024; and

WHEREAS, Alameda CTC's Countywide Transportation Plan (CTP) and the Metropolitan Transportation Commission's Plan Bay Area (PBA) 2050 Plus are both voter-approved Regional Measure 3 (RM 3) Dumbarton Corridor Improvements programs to finance highway and transit improvements along or parallel to the Dumbarton-Decoto Road corridor; and

WHEREAS, in early 2023, the City submitted the initial project information to Alameda CTC and MTC with a request for $3 million for their review and comments. On June 24, 2024, at the MTC Commission Meeting, the Commission unanimously approved the staff recommendation for programming the requested funds for the At-Grade Pedestrian Crossing at BART; and

WHEREAS, the City submitted an Allocation Request package to Alameda CTC and MTC for the $3,000,000 in Regional Measure (RM 3), Dumbarton Corridor Improvements program funds and MTC approved the grant funds in December 2024. City Council accepted the funds with the adoption of Resolution No. 2025-020 on February 11, 2025; and

WHEREAS, staff released the plans and specifications and advertised for bids for this project on May 9, 2025; and

WHEREAS, on June 12, 2025, the City received three (3) bids; however, after the bid opening, the apparent low bidder, R&S Construction Management, Inc. (R&S), withdrew its bid pursuant to Public Contract Code section 5100 *et seq*. due to errors in its bid. In addition, there were some discrepancies between the specifications and bid form provided in the City's bid package. For these reasons, on July 8, 2025, the City Council adopted Resolution No. 2025-092 rejecting all bids; and

WHEREAS, on July 11, 2025, City staff re-advertised the project for bid; and

WHEREAS, six (6) bids were received on July 31, 2025 (see **Exhibit A**); however, the lowest bidder, R&S Construction Management, Inc., having withdrawn their bid during the previous bidding process, was actually prohibited from participating in this bidding process due to Public Contract Code, Section 5105, which prohibits a contractor from bidding on the same project again, if they had previously withdrawn a bid on the project after the bid opening; and

WHEREAS, staff recommends that the apparent low bid by R&S be rejected, and that the project be awarded to Disney Construction, Inc., the second lowest responsive and responsible bidder (see **Exhibit B**); and

WHEREAS, City staff is satisfied with the reference checks of the second lowest bidder, Disney Construction, Inc., and finds them to have a responsive and responsible bid; and

WHEREAS, the construction phase will begin once all permits are received from BART and UPRR, which is expected to take approximately three months. The project is anticipated to be completed by mid-to-late 2026; and

WHEREAS, the construction contract with Disney Construction, Inc., in the amount of $5,533,333, and the construction contingency of 10%, in the amount of $553,333, will bring the total project construction cost to $6,086,666. Construction will be funded with $3,000,000 in Safe Routes to BART (SR2B) funds in the Capital Projects Grants Fund (Account Number 41091414-57128), $2,375,468 of remaining RM 3 funds in the Capital Projects Grants Fund (Account Number 41091414-57128), and $711,198 of Public

Improvement Fund monies (Account Number 41691414-57128), which were budgeted in the approved Five-Year Capital Improvement Plan (CIP) for Fiscal Year 2025-2026 to Fiscal Year 2029-2030 for the At-Grade Pedestrian Crossing at BART, City Project No. 14-14.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby awards a construction contract to Disney Construction, Inc., in the amount of $5,533,333 for the At-Grade Pedestrian Crossing at BART, City Project No. 14-14, and authorizes the City Manager to execute the construction contract.

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby approves a total construction budget, in the amount of $6,086,666, for the construction contract and construction contingency.

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby rejects the bid by the apparent low bidder, R&S Construction Management Inc., per Public Contract Code Section 5105, which prohibits a contractor from bidding if they had previously withdrawn a bid on the same project after the bid opening.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments:

1) Exhibit A – Bid Summary
2) Exhibit B – Bid Results

UNION CITY
california

BID SUMMARY

PROJECT: **AT-GRADE PEDESTRIAN CROSSING AT BART, CITY PROJECT NO.14-14**

Project Manager: Farooq Azim, City Engineer

DATE: **Tuesday, August 5, 2025**

TIME: 2:00 p.m.

LOCATION: City Council Chambers
34009 Alvarado-Niles Road
Union City, CA 94587

No.	BIDDERS	BID AMOUNT	*CORRECTED* BID AMOUNT
1.	Disney Construction, Inc.	$5,533,333.00	
2.	R&S Construction Management Inc	$5,227,531.00	
3.	Marinship Development Interest, LLC	$5,582,601.00	
4.	A & B Construction	$5,725,000.00	
5.	Ghilotti Construction Co., Inc.	$6,030,457.00	
6.	Bay Cities Paving & Grading, Inc.	$5,633,972.78	

I, Erika Cramer, Deputy City Clerk of the City of Union City, do hereby certify that on Tuesday, August 5, 2025, I received and opened 6 (six) bids for the above-mentioned project.

* Note: All bid amounts will be verified by the Engineer. Any corrections will be shown in the column above.

Erika Cramer
Deputy City Clerk

CITY OF UNION CITY
34009 Alvarado-Niles Road

At-Grade Pedestrian Crossing At BART
(City Proj. No. 14-14)
BID SCHEDULE

BASE BID

					R&S Construction Management, Inc.		Disney Construction Inc.		Marinship Development Interest LLC		Bay Cities Paving & Grading Inc.		A & B Construction		Ghilotti Construction Company Inc	
ITEM No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	UNIT PRICE	AMOUNT	UNIT PRICE	AMMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION (Max. 5% of Total Bid, less Item 1)	LS	1	LS	$ 240,000.00	$ 240,000.00	$ 225,000.00	$ 225,000.00	$ 250,000.00	$ 250,000.00	$ 281,000.00	$ 281,000.00	$ 250,300.00	$ 250,300.00	$ 488,000.00	$ 488,000.00
2	RAILROAD FLAGGING	DAY	160	DAY	$ 1,600.00	$ 256,000.00	$ 1,600.00	$ 256,000.00	$ 1,600.00	$ 256,000.00	$ 1,600.00	$ 256,000.00	$ 1,600.00	$ 256,000.00	$ 1,600.00	$ 256,000.00
3	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1	LS	$ 5,000.00	$ 5,000.00	$ 20,000.00	$ 20,000.00	$ 6,250.00	$ 6,250.00	$ 13,000.00	$ 13,000.00	$ 12,000.00	$ 12,000.00	$ 4,800.00	$ 4,800.00
4	CONSTRUCTION AREA SIGNS	LS	1	LS	$ 2,000.00	$ 2,000.00	$ 15,000.00	$ 15,000.00	$ 6,250.00	$ 6,250.00	$ 2,000.00	$ 2,000.00	$ 1,999.49	$ 1,999.49	$ 2,500.00	$ 2,500.00
5	PROJECT FUNDING SIGN (ON EXISTING POST)	EA	1	EA	$ 5,000.00	$ 5,000.00	$ 750.00	$ 750.00	$ 2,500.00	$ 2,500.00	$ 500.00	$ 500.00	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00
6	TRAFFIC CONTROL SYSTEM	LS	1	LS	$ 200,000.00	$ 200,000.00	$ 15,000.00	$ 15,000.00	$ 125,000.00	$ 125,000.00	$ 80,000.00	$ 80,000.00	$ 90,000.00	$ 90,000.00	$ 154,000.00	$ 154,000.00
7	JOB SITE MANAGEMENT	LS	1	LS	$ 150,000.00	$ 150,000.00	$ 75,000.00	$ 75,000.00	$ 37,500.00	$ 37,500.00	$ 16,350.00	$ 16,350.00	$ 80,000.00	$ 80,000.00	$ 46,460.00	$ 46,460.00
8	CONSTRUCTION SITE BMP'S	LS	1	LS	$ 10,000.00	$ 10,000.00	$ 50,000.00	$ 50,000.00	$ 25,000.00	$ 25,000.00	$ 100,000.00	$ 100,000.00	$ 75,000.00	$ 75,000.00	$ 750.00	$ 750.00
9	REMOVE FENCE	LF	384	LF	$ 55.00	$ 21,120.00	$ 60.00	$ 23,040.00	$ 75.00	$ 28,800.00	$ 60.00	$ 23,040.00	$ 60.00	$ 23,040.00	$ 60.00	$ 23,040.00
10	CLEARING AND GRUBBING (LS)	LS	1	LS	$ 62,000.00	$ 62,000.00	$ 65,000.00	$ 65,000.00	$ 375,000.00	$ 375,000.00	$ 120,000.00	$ 120,000.00	$ 90,000.00	$ 90,000.00	$ 33,280.00	$ 33,280.00
11	TEMPORARY SHORING	LS	1	LS	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 81,250.00	$ 81,250.00	$ 25,000.00	$ 25,000.00	$ 108,940.00	$ 108,940.00	$ 144,000.00	$ 144,000.00
12 (F)	STRUCTURE EXCAVATION (RETAINING WALL)	CY	510	CY	$ 375.00	$ 191,250.00	$ 700.00	$ 357,000.00	$ 250.00	$ 127,500.00	$ 498.57	$ 254,270.70	$ 450.00	$ 229,500.00	$ 300.00	$ 153,000.00
13	SAND BEDDING	CY	20	CY	$ 100.00	$ 2,000.00	$ 300.00	$ 6,000.00	$ 187.50	$ 3,750.00	$ 509.73	$ 10,194.60	$ 153.00	$ 3,060.00	$ 100.00	$ 2,000.00
14 (F)	STRUCTURE BACKFILL (CULVERT)	CY	85	CY	$ 375.00	$ 31,875.00	$ 300.00	$ 25,500.00	$ 156.25	$ 13,281.25	$ 230.32	$ 19,577.20	$ 139.59	$ 11,865.15	$ 600.00	$ 51,000.00
15 (F)	STRUCTURE BACKFILL (RETAINING WALL)	CY	375	CY	$ 375.00	$ 140,625.00	$ 250.00	$ 93,750.00	$ 125.00	$ 46,875.00	$ 500.00	$ 187,500.00	$ 522.13	$ 195,798.75	$ 500.00	$ 187,500.00
16	DITCH EXCAVATION	CY	10	CY	$ 300.00	$ 3,000.00	$ 360.00	$ 3,600.00	$ 812.50	$ 8,125.00	$ 1,300.00	$ 13,000.00	$ 589.04	$ 5,890.40	$ 1,200.00	$ 12,000.00
17	IMPORTED BORROW (CY)	CY	380	CY	$ 50.00	$ 19,000.00	$ 200.00	$ 76,000.00	$ 156.25	$ 59,375.00	$ 550.00	$ 209,000.00	$ 70.20	$ 26,676.00	$ 135.00	$ 51,300.00
18	EMBANKMENT	CY	380	CY	$ 50.00	$ 19,000.00	$ 200.00	$ 76,000.00	$ 156.25	$ 59,375.00	$ 340.00	$ 129,200.00	$ 183.24	$ 69,631.20	$ 135.00	$ 51,300.00
19	LANDSCAPING AND PLANTING	LS	1	LS	$ 38,800.00	$ 38,800.00	$ 50,000.00	$ 50,000.00	$ 31,250.00	$ 31,250.00	$ 31,292.00	$ 31,292.00	$ 19,145.00	$ 19,145.00	$ 25,000.00	$ 25,000.00
20	IRRIGATION	LS	1	LS	$ 33,500.00	$ 33,500.00	$ 30,000.00	$ 30,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 28,618.00	$ 28,618.00	$ 25,000.00	$ 25,000.00
21	LANDSCAPING MAINTENANCE	LS	1	LS	$ 6,500.00	$ 6,500.00	$ 6,000.00	$ 6,000.00	$ 18,750.00	$ 18,750.00	$ 6,000.00	$ 6,000.00	$ 12,000.00	$ 12,000.00	$ 6,000.00	$ 6,000.00
22	RELOCATE IRRIGATION BOXES	EA	6	EA	$ 600.00	$ 3,600.00	$ 100.00	$ 600.00	$ 1,875.00	$ 11,250.00	$ 550.00	$ 3,300.00	$ 1,200.00	$ 7,200.00	$ 550.00	$ 3,300.00
23	CLASS 2 AGGREGATE BASE (CY)	CY	51	CY	$ 150.00	$ 7,650.00	$ 300.00	$ 15,300.00	$ 156.25	$ 7,968.75	$ 931.55	$ 47,509.05	$ 669.74	$ 34,156.74	$ 510.00	$ 26,010.00
24	HOT MIX ASPHALT (TYPE A)	TON	16	TON	$ 600.00	$ 9,600.00	$ 1,350.00	$ 21,600.00	$ 500.00	$ 8,000.00	$ 1,496.27	$ 23,940.32	$ 1,100.00	$ 17,600.00	$ 1,300.00	$ 20,800.00
25	TYPE G1 DRAINAGE INLET WITH GRATE	EA	4	EA	$ 8,500.00	$ 34,000.00	$ 11,000.00	$ 44,000.00	$ 13,750.00	$ 55,000.00	$ 25,000.00	$ 100,000.00	$ 14,444.14	$ 57,776.56	$ 8,500.00	$ 34,000.00
26 (F)	STRUCTURAL CONCRETE, RETAINING WALL	CY	298	CY	$ 2,200.00	$ 655,600.00	$ 4,100.00	$ 1,221,800.00	$ 3,125.00	$ 931,250.00	$ 2,300.00	$ 685,400.00	$ 3,800.00	$ 1,132,400.00	$ 4,100.00	$ 1,221,800.00
27 (F)	BAR REINFORCING STEEL (RETAINING WALL)	LB	43,500	LB	$ 3.50	$ 152,250.00	$ 2.00	$ 87,000.00	$ 4.21	$ 183,135.00	$ 7.25	$ 315,375.00	$ 1.46	$ 63,510.00	$ 2.00	$ 87,000.00
28 (F)	PREFORMED MEMBRANE WATERPROOFING	SQFT	2,530	SQFT	$ 56.00	$ 141,680.00	$ 49.00	$ 123,970.00	$ 67.50	$ 170,775.00	$ 15.00	$ 37,950.00	$ 49.00	$ 123,970.00	$ 65.00	$ 164,450.00
29	REMOVE RETAINING WALL (WOOD)	LF	90	LF	$ 100.00	$ 9,000.00	$ 75.00	$ 6,750.00	$ 100.00	$ 9,000.00	$ 94.88	$ 8,539.20	$ 82.82	$ 7,453.80	$ 350.00	$ 31,500.00
30	4" HDPE PIPE	LF	355	LF	$ 200.00	$ 71,000.00	$ 140.00	$ 49,700.00	$ 62.50	$ 22,187.50	$ 177.37	$ 62,966.35	$ 157.44	$ 55,891.20	$ 225.00	$ 79,875.00
31	8" HDPE PIPE	LF	335	LF	$ 200.00	$ 67,000.00	$ 155.00	$ 51,925.00	$ 62.50	$ 20,937.50	$ 143.16	$ 47,958.60	$ 260.60	$ 87,301.00	$ 200.00	$ 67,000.00
32	8" CORRUGATED METAL PIPE	LF	20	LF	$ 500.00	$ 10,000.00	$ 378.00	$ 7,560.00	$ 62.50	$ 1,250.00	$ 339.60	$ 6,792.00	$ 291.01	$ 5,820.20	$ 735.00	$ 14,700.00
33	12" CORRUGATED METAL PIPE	LF	55	LF	$ 400.00	$ 22,000.00	$ 300.00	$ 16,500.00	$ 125.00	$ 6,875.00	$ 248.05	$ 13,642.75	$ 337.59	$ 18,567.45	$ 275.00	$ 15,125.00
34	4" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	150	LF	$ 150.00	$ 22,500.00	$ 110.00	$ 16,500.00	$ 125.00	$ 18,750.00	$ 20.00	$ 3,000.00	$ 157.30	$ 23,595.00	$ 5.50	$ 825.00
35	CLASS 1 PERMEABLE MATERIAL (BLANKET)	CY	34	CY	$ 100.00	$ 3,400.00	$ 200.00	$ 6,800.00	$ 187.50	$ 6,375.00	$ 44.12	$ 1,500.08	$ 252.26	$ 8,576.84	$ 755.00	$ 25,670.00
36	PROFLEX STYLE 790 LOW HEADLOSS IN-LINE RUBBER CHECK VALVE	EA	3	EA	$ 10,000.00	$ 30,000.00	$ 4,250.00	$ 12,750.00	$ 6,250.00	$ 18,750.00	$ 29,738.33	$ 89,214.99	$ 5,960.22	$ 17,880.66	$ 11,400.00	$ 34,200.00
37	REMOVE CONCRETE (CHANNEL)	CY	1	CY	$ 500.00	$ 500.00	$ 5,500.00	$ 5,500.00	$ 6,250.00	$ 6,250.00	$ 14,008.74	$ 14,008.74	$ 2,817.99	$ 2,817.99	$ 8,100.00	$ 8,100.00
38	DETECTABLE WARNING SURFACE	SQFT	180	SQFT	$ 75.00	$ 13,500.00	$ 61.00	$ 10,980.00	$ 93.75	$ 16,875.00	$ 84.66	$ 15,238.80	$ 22.05	$ 3,969.00	$ 75.00	$ 13,500.00
39	MINOR CONCRETE (STATION ADA RAMPS AND STEPS)	CY	72	CY	$ 2,200.00	$ 158,400.00	$ 4,500.00	$ 324,000.00	$ 2,500.00	$ 180,000.00	$ 3,900.31	$ 280,822.32	$ 5,140.52	$ 370,117.44	$ 3,500.00	$ 252,000.00
40	STAINLESS STEEL EDGE RAIL TRENCH DRAIN SYSTEM WITH PERFORATED GRATE	LF	112	LF	$ 300.00	$ 33,600.00	$ 500.00	$ 56,000.00	$ 375.00	$ 42,000.00	$ 554.84	$ 62,142.08	$ 732.29	$ 82,016.48	$ 700.00	$ 78,400.00
41	DECORATIVE METAL RAILING - GUARDRAIL, HANDRAIL AND HANDRAIL MOUNTED ON FREESTANDING POST	LS	1	LS	$ 1,450,000.00	$ 1,450,000.00	$ 1,281,627.00	$ 1,281,627.00	$ 1,289,471.25	$ 1,289,471.25	$ 1,306,750.00	$ 1,306,750.00	$ 1,306,750.00	$ 1,306,750.00	$ 1,390,000.00	$ 1,390,000.00
42	GRANITE PAVING AND CLADDING	LS	1	LS	$ 600,000.00	$ 600,000.00	$ 470,000.00	$ 470,000.00	$ 724,149.75	$ 724,149.75	$ 526,000.00	$ 526,000.00	$ 526,000.00	$ 526,000.00	$ 536,400.00	$ 536,400.00
43	TEMPORARY FENCE	LF	277	LF	$ 33.00	$ 9,141.00	$ 48.00	$ 13,296.00	$ 60.00	$ 16,620.00	$ 48.00	$ 13,296.00	$ 48.00	$ 13,296.00	$ 30.00	$ 8,310.00
44	CHAIN LINK FENCE COATED BLACK (TYPE CL-4)	LF	15	LF	$ 385.00	$ 5,775.00	$ 400.00	$ 6,000.00	$ 137.50	$ 2,062.50	$ 110.00	$ 1,650.00	$ 110.00	$ 1,650.00	$ 110.00	$ 1,650.00
45	CHAIN LINK FENCE (TYPE CL-6)	LF	21	LF	$ 275.00	$ 5,775.00	$ 211.00	$ 4,431.00	$ 187.50	$ 3,937.50	$ 150.00	$ 3,150.00	$ 150.00	$ 3,150.00	$ 150.00	$ 3,150.00
46	BART SECURITY FENCE	LF	64	LF	$ 385.00	$ 24,640.00	$ 211.00	$ 13,504.00	$ 287.50	$ 18,400.00	$ 230.00	$ 14,720.00	$ 230.00	$ 14,720.00	$ 230.00	$ 14,720.00
47	11' CHAIN LINK GATE COATED BLACK (TYPE CL-4)	EA	4	EA	$ 3,850.00	$ 15,400.00	$ 6,500.00	$ 26,000.00	$ 5,625.00	$ 22,500.00	$ 4,500.00	$ 18,000.00	$ 4,500.00	$ 18,000.00	$ 4,500.00	$ 18,000.00
48	BART SWING GATE	EA	1	EA	$ 9,350.00	$ 9,350.00	$ 7,600.00	$ 7,600.00	$ 6,000.00	$ 6,000.00	$ 4,800.00	$ 4,800.00	$ 4,800.00	$ 4,800.00	$ 4,800.00	$ 4,800.00
49	PEDESTRIAN EXIT GATES AND GUARDRAIL	LS	1	LS	$ 5,000.00	$ 5,000.00	$ 23,000.00	$ 23,000.00	$ 18,000.00	$ 18,000.00	$ 16,382.00	$ 16,382.00	$ 17,049.65	$ 17,049.65	$ 16,382.00	$ 16,382.00
50	ELECTRICAL SYSTEM	LS	1	LS	$ 38,500.00	$ 38,500.00	$ 35,000.00	$ 35,000.00	$ 60,250.00	$ 60,250.00	$ 43,000.00	$ 43,000.00	$ 43,000.00	$ 43,000.00	$ 36,360.00	$ 36,360.00
51	PEDESTRIAN CROSSING FLOOD LIGHTING SYSTEM	LS	1	LS	$ 112,000.00	$ 112,000.00	$ 35,000.00	$ 35,000.00	$ 87,750.00	$ 87,750.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 73,000.00	$ 73,000.00
52	CONTAMINATED SOIL TESTING, DISPOSAL, POTNT'L. REUSE	LS	1	LS	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00
				Total (Basis of Award)		***$ 5,227,531.00***		$ 5,533,333.00		$ 5,582,601.00		$ 5,633,972.78		$ 5,725,000.00		$ 6,030,457.00
				Grand Total (Base+Alt)		***$ 5,227,531.00***		***$ 5,533,333.00***		**$ 5,582,601.00**		**$ 5,633,972.78**		**$ 5,725,000.00**		**$ 6,030,457.00**

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH THE KPA GROUP, IN THE AMOUNT OF $114,500, FOR THE CITY HALL WORKSTATION MODERNIZATION, PHASE II, PROJECT, CITY PROJECT NO. 23-40

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Consulting Services Agreement with The KPA Group, in the amount of $114,500, for the City Hall Workstation Modernization, Phase II, Project, City Project No. 23-40.

STRATEGIC PLAN ALIGNMENT

This agenda item is aligned with the following:

Goal D, Strategy 10: Create and Implement a plan to maintain and upgrade the City's buildings.

BACKGROUND

Almost all second-floor City Hall workstations are worn and are in various states of disrepair simply due to their age and they are now beyond their useful life with the only exception being the nine refurbished workstations near the City Manager's Office that were updated during Phase I of the City Hall Workstation Modernization Project, City Project No. 22-31. In addition, the nature of office work has changed since the 1970s when City Hall was constructed. Technology has revamped how employees work, which has also changed the workspace needs.

In addition, as City's population has grown, so has the requirement for additional staff to address the needs of the community. Providing adequate workspace for both new employees and contract workers is proving difficult. Public Works is now striving to resolve the workspace needs with a new space plan that addresses technology, flow, egress, natural lighting, noise, and seat counts. A new space plan is the first step to creating a healthier, better working environment.

DISCUSSION

The City completed Phase I of the City Hall Workstation Modernization Project, City Project No. 22-31, in 2023. This included the installation of nine (9) office workstations for the City Manager's Office area. The continuation of the City Hall Workstation Modernization Project throughout Phase II and, eventually, Phase III, intends to continue with the same look and feel debuted in the City Manager's Office throughout the rest of the second floor of City Hall.

Public Works is now seeking to engage a professional designer/space planner to design the layout of the entire second floor of City Hall, including the City Hall office spaces and City Council Chambers. Staff has completed preliminary layouts and seeks input from design professionals to advise on all aspects of workplace design, including, but not limited to, the following: 1) best use of space; 2) height of cubicle panels; 3) acoustical concerns related to the Phase II flow from the atrium garden area to different work areas; 4) the arrangement of existing file

cabinets; and, 5) the best locations of printers, plan tables, new conference rooms, and the integration of technology. The goal is to have one designer/space planner create a consistent layout for the entire second floor.

On October 17, 2024, staff released an informal Request for Proposals for the City Hall Workstation Modernization, Phase II, Project. On December 11, 2024, the City received a proposal from The KPA Group that was determined to be both responsive and responsible. Reference checks revealed The KPA Group to be a well-regarded design firm with a number of successful large projects in the local area.

The Consulting Agreement with The KPA Group, in the amount of $114,550, if approved, will provide the draft design, final design, and construction administration for the City Hall Workstation Modernization Project, Phase II, City Project No. 23-40.

FISCAL IMPACT

The Consulting Services Agreement with The KPA Group, for the City Hall Workstation Modernization, Phase II, Project, City Project No. 23-40, in the amount of $114,550, will be funded in the General Fund (Account Number 11092340-57115), as designated in the approved Five-Year Capital Improvement Plan for FY 2025-2026 to FY 2029-2030.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Consulting Services Agreement with The KPA Group, in the amount of $114,500, for the City Hall Workstation Modernization, Phase II, Project, City Project No. 23-40.

Prepared by:

Jose Gutierrez, Supervising Construction Inspector

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

	Description	Type
🗋	Attachment 1 - CSA	Attachment
🗋	Draft Resolution	Resolution

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF UNION CITY
AND
THE KPA GROUP
FOR CITY HALL WORKSTATION MODERNIZATION, PHASE II,
CITY PROJECT NO. 23-40

This Agreement for consulting services is made by and between the City of Union City, a municipal corporation, ("City") and The **KPA Group**, a corporation, with offices located at 1840 Fourth Street, Suite 200, Livermore, CA 94550, ("Consultant"), (together referred to as the "Parties") as of **August 12, 2025** (the "Effective Date").

Section 1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on **September 30, 2026**, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time is of the Essence. Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

1.5 Public Works Requirements. Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the Labor Code applicable to public works, to the extent set forth in Exhibit C. Consultant shall waive, indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **One Hundred Fourteen Thousand Five Hundred Dollars ($114,500)**, notwithstanding any contrary indications that may be contained in Consultant's proposal for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services

rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- Project name & number if applicable;
- Per Item 1.1, Terms of Service expiration date;
- Purchase Order number to expedite payment;
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Rate/Fees. Unless the services provided are for a lump sum or flat fee, fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation cost proposal attached hereto as Exhibit B. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

2.6 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, attached hereto and incorporated herein. Reimbursable expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by the City to the Consultant. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10. Business License. The Consultant is not authorized to perform services or incur costs whatsoever under the terms of this Agreement until Consultant applies for and has been issued a business license from the City pursuant to Title 5 of the Union City Municipal Code.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance

satisfactory in all respects, and that such insurance is in effect prior to beginning work for the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to the City that such insurance is in effect. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Required Coverage. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

COVERAGE	TYPE OF INSURANCE	MINIMUM LIMITS
A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	$1,000,000 per occurrence; Bodily Injury and Property Damage $2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis.
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease. Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the City and its officers, officials, employees, and

		volunteers for loss arising from work performed under this Agreement.
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability	$1,000,000 per occurrence $2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.2 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City of Union City, its City Council, and all City officers, agents, employees, volunteers and representatives.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

e. Certificates of Insurance**:** Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage is in effect. The City reserves the rights to require the Consultant to provide complete, certified copies of all required insurance policies.

f. Subcontractors**:** Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

i. The retroactive date of the policy must be shown and must be before the date of the Agreement.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

iv. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the City. Acceptance of Consultant's insurance by City shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

b. Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

d. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses,

and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the

Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

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

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed paper materials on paper containing a minimum of 30% post-consumer recycled content when they are available in the marketplace at equal or less cost than virgin paper and are equal in performance to virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the City Manager, or his designee, identified as **Jose Gutierrez** ("Contract Administrator"). All correspondence, meeting documentation, invoices and project deliverables shall be directed to or through the Contract Administrator.

Supervising Construction Inspector
City of Union City
34009 Alvarado-Niles Road
Union City, CA 94587
joseg@unioncity.org

10.10 Notices. Any written notice to Consultant shall be sent to:

Paul W. Powers
President
The KPA Group
6700 Koll Center Parkway #125
Pleasanton, CA 94566
paulp@thekpagroup.com

All other written notices to City shall be sent to:

Joan M. Malloy City Manager City of Union City 34009 Alvarado Niles Rd. Union City, CA 94587	with a copy to	Kristopher J. Kokotaylo, City Attorney City of Union City 34009 Alvarado Niles Rd. Union City, CA 94587

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule
Exhibit C	Public Works Requirements

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

The Parties have executed this Agreement as of the Effective Date.

CITY OF UNION CITY

JOAN MALLOY, CITY MANAGER

ATTEST:

THAI NAM N. PHAM, CITY CLERK

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
CITY ATTORNEY

THE KPA GROUP

PAUL W. POWERS, PRESIDENT

TASK 1: KICKOFF MEETING & SITE VISIT

The initial site visit and project kickoff meeting establish the foundation for the project by aligning design objectives, schedules and project parameters. This collaborative effort allows KPA and City staff to discuss preliminary plans, identify constraints and review available resources. By documenting existing conditions and gathering critical data, this task ensures that subsequent design phases are both informed and efficient.

The site walkthrough will assess current layouts, modular systems, and equipment, with particular focus on areas that require reconfiguration or improvement. Attention will also be given to understanding of constraints and work efficiencies related to panel heights, acoustics and general workspace flow. KPA proposes an initial site visit to gather information and obtain a better visual understanding of existing conditions directly following the project kickoff meeting.

The Task 1 scope of services is organized into the following elements:

- Conduct kickoff meeting with City staff
- Perform site walkthrough to assess existing conditions
- Review existing records and data, including layouts and as-built drawings
- Confirm project schedule and deliverables
- Document equipment, furniture and filing cabinets to be retained

Conduct Kickoff Meeting with City Staff

KPA will lead an initial meeting with City stakeholders to outline project goals. The kickoff meeting will allow the team to further define and discuss the project scope while confirming individual team member roles. We will obtain an understanding of City department involvement in the project, including individual stakeholders. The meeting will establish an understanding of scope of work efforts and communication protocols. A schedule for design meetings and major project submittals will be discussed and refined for submission to the City. We will discuss any pertinent City review periods related to the project.

We will prepare meeting notes for the kickoff meeting and provide to the City.

City of Tracy Temporary Emergency Housing Planning & Design

Review Existing Records and Data

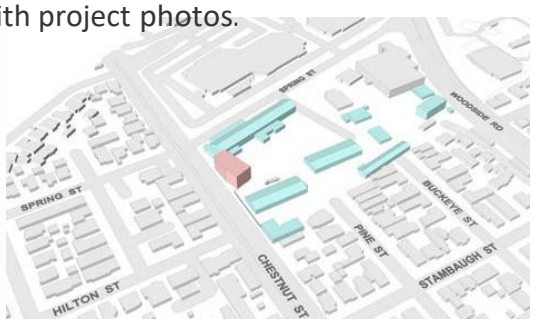
KPA will ask the City to provide available existing documentation including existing City Hall drawings and documents prepared during the Phase 1 space planning project. We will work to analyze existing documentation and other relevant data provided by the City for use in space planning and design.

Perform Site Walkthrough to Assess Existing Conditions

We will visit City Hall for a detailed walkthrough of spaces requiring to be improved. During the site visit, we will review existing conditions and provide documentation as appropriate for use in space planning and recommendations. We will compile a list of questions based on our site investigation for discussion with project stakeholders.

The site visit will document existing furniture layouts, workspace dimensions and current equipment placement for use in discussions and designs. We will inventory modular systems, filing cabinets, and equipment to ensure these elements are accounted for. Recommendations for adjustments or replacements will be made as needed. Current observed concerns related to natural light, acoustics, path of travel and other areas that may be improved will be considered.

Measurements will be obtained for use in the design along with project photos.



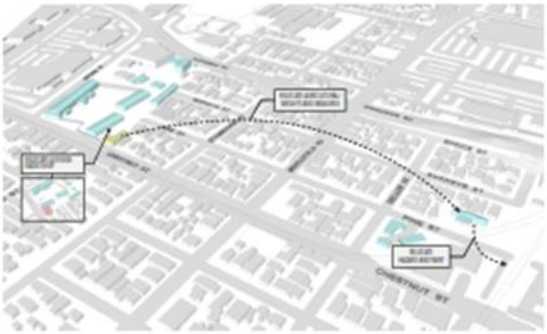
Confirm Project Schedule and Deliverables

We will prepare an updated and refined project schedule after the kickoff meeting that incorporates stakeholder discussion and initial site observations. Key milestones will be incorporated along with dates for milestone submissions and City review periods. The schedule will continue to be updated throughout the project.

Project deliverables will be confirmed during initial discussions with the City. Current anticipated deliverables for all tasks include:

- Meeting notes for kickoff meeting and scheduled project meetings
- Existing furniture and equipment inventory to remain
- Project space program
- Written feasibility and efficiency considerations
- Initial design floor plan layouts (2 layouts)
- Options for modular furniture systems including for different types of furniture required (cubicles, collaboration areas, private offices and other desk components)
- Council Chambers seating furniture arrangement and selection
- Finishes selections for modular systems and other furniture
- City staff user survey and responses
- Final design floor plan layout
- Final furniture and equipment arrangements
- Electrical and data design concept – utilizing existing infrastructure as much as possible

- Electrical and data design concept – alternate with infrastructure improvements
- Design considerations including for ventilation requirements without major building modifications
- Complete project Construction Documents including floor plan adjustments, furniture layout, power, data ventilation considerations
- Project specifications
- Engineer's construction cost estimate



San Mateo County Radio Shop Feasibility Study and Design

TASK 2: DRAFT SUBMITTAL FOR REVIEW

After kickoff and site investigation, we will continue to analyze project conditions and requirements and begin to develop preliminary design concepts for review. KPA will review the existing space program and layout and provide major adjustments to the City for consideration prior to submission points. This phase will work to validate the space program and initial desired layout and generally assess the feasibility of the project. KPA will create two design options and may include slight variations of options presented for consideration.

We will work to incorporate accessibility standards into designs presented and coordinate design meetings with users for feedback. These concepts will incorporate solutions for filing cabinets, printers, and other spatial requirements while addressing acoustical and functional needs. Data and power considerations will additionally be provided including considerations for completely new infrastructure. We will provide order-of-magnitude construction cost estimates for options presented.

The Task 2 scope of services is organized into the following elements:

- Validate existing program and preliminary layout
- Develop two (2) initial design concepts
- Define filing cabinet, printer, and equipment arrangements
- Incorporate user feedback and surveys
- Recommend modular furniture systems and finishes
- Develop final design option and alternate data infrastructure plan
- Address acoustical concerns and ventilation solutions

Validate Existing Program and Preliminary Layout

We will assess the existing City Hall layout and overall program for feasibility and general constructability. We will meet with the City to discuss suggestions or modifications that may be required to the project space program. The validation process will involve incorporation of furniture and equipment counts into available space. Recommendations for improvements will be presented and will focus on opportunities to increase work efficiency and workspace functionality.

Develop Two (2) Initial Design Concepts

Two alternative layout concepts will be created for initial consideration by the City. Alternate layouts will incorporate necessary floor plan changes and allow stakeholders to understand location and space changes to individual departments. Concepts presented will additionally incorporate power and data infrastructure changes and utilize existing data infrastructure to the greatest extent feasible.

We will identify pros and cons of concept options presented. Minor variations to concept options for slight rearrangements may be provided for consideration in addition to the main concept options. Order of magnitude cost estimates will be provided to align with concept options.

Space programs will be developed to align with design concepts presented. We will continue to meet with the City for project coordination throughout the Task 2 project phase.

Define Filing Cabinet, Printer and Equipment Arrangements

Existing furniture and equipment inventory will be integrated into the concept space arrangements with any recommended new equipment outlined as necessary. Furniture locations will be illustrated on the concept design options presented, and adjustments to the City Manager's area will be incorporated based on discussions with the City.

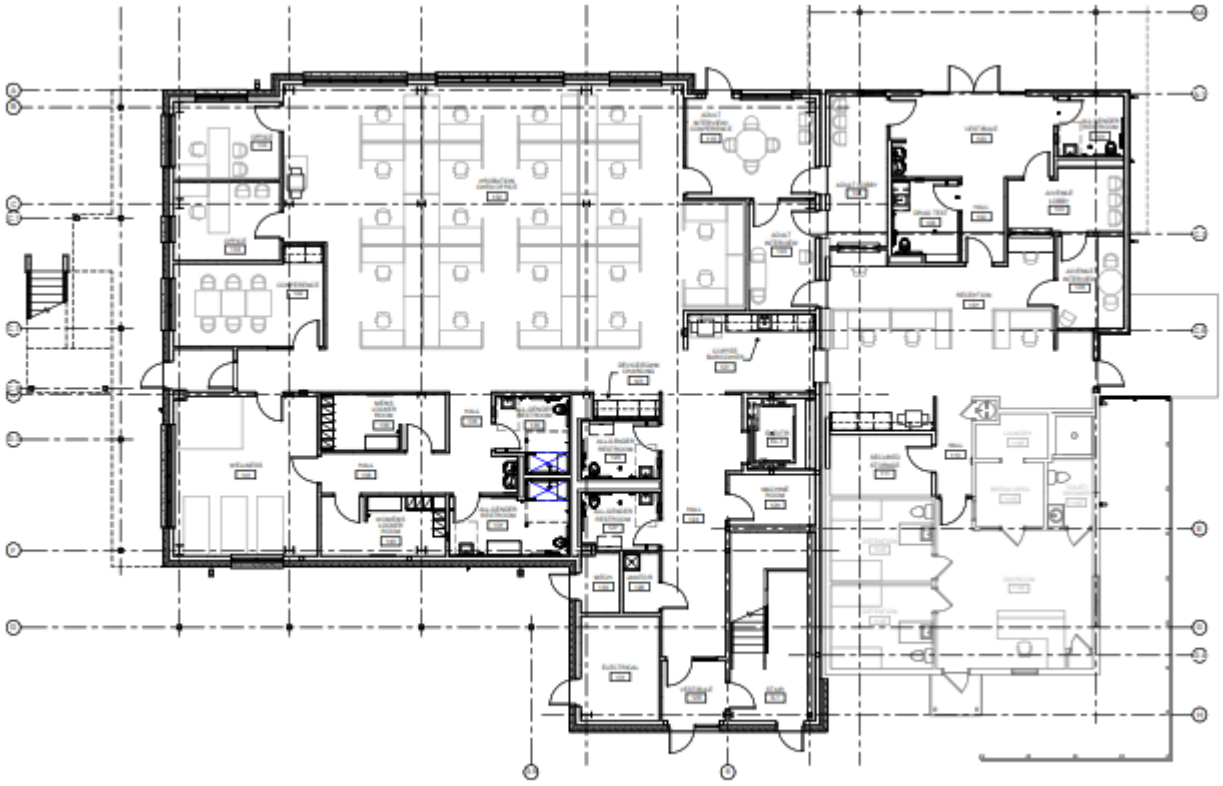
Incorporate User Feedback and Surveys

KPA will prepare a space planning survey to be completed by department heads or other stakeholders as determined by the City. The space planning survey will involve basic questions about workspace use and allows users the opportunity to highlight undesired elements of current workspaces including for acoustic, thermal, privacy, size and collaboration considerations. We will review survey responses and utilize this data to refine the overall designs presented.

Recommend Modular Furniture Systems and Finishes

KPA will provide recommendations for modular systems that align with the intended design. Furniture selection and arrangement is additionally required for the Council Chambers area. Current fixed seating will be removed and opportunities presented for new seating.

We will coordinate with furniture vendors to define an appropriate company and manufacturer that may provide furniture to meet the intended space design. Costs for furniture systems and other information obtained will be reviewed with the City as appropriate. Upon selection of modular furniture systems and components, we will work to better define specific finishes and color options. These finishes will align with overall project goals and existing building components as appropriate.



Mariposa Probation Department Administration Offices - Furniture Plan

Develop Final Design Option and Alternate Data Infrastructure Plan

We will develop a final design option based on user feedback, furniture and equipment requirements. We will additionally incorporate desired finishes into this concept. A final Space Plan will be developed and submitted for review by the building department Chief Building Official. The review process is not anticipated to be a complete building permit review submittal but rather a more expedited review to ensure code compliance with the final plan. Comments will be incorporated into the final design option including for accessibility and egress considerations and other required clearances.

The final design option presented will still utilize existing data infrastructure to the greatest extent possible. There is an opportunity for the City to consider upgrade of overall data infrastructure to better serve the space after the remodel and future peace of mind. We will prepare considerations for an overall data infrastructure upgrade for discussion with the City. Additional construction costs for data infrastructure improvements will be defined on an order-of-magnitude basis.

Address Acoustical Concerns and Ventilation Solutions

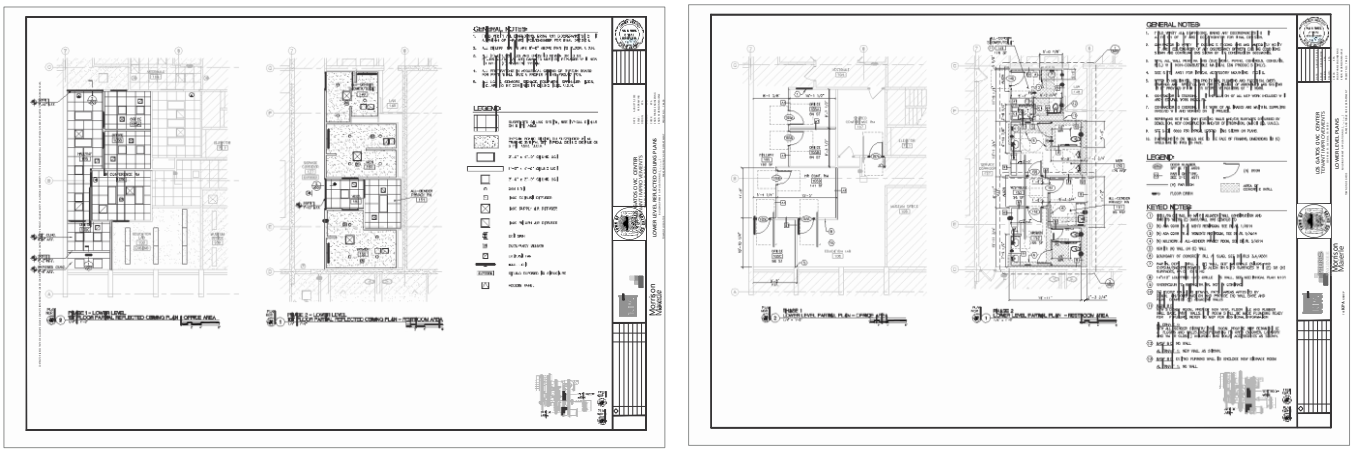
Strategies for improving acoustics and maintaining air circulation in private offices and conference rooms will be incorporated. Solutions will prioritize functionality without requiring structural or other building changes.

TASK 3: FINAL DESIGN SUBMITTAL (BID SET)

The final design submittal consolidates feedback from earlier phases into a comprehensive and bid-ready construction package. We will refine the selected layout, complete quality control reviews, incorporate required details and prepare final construction documents and specifications.

The Task 3 scope of services is organized into the following elements:

- Refine selected layout based on feedback
- Prepare final architectural layouts and data/power plans
- Develop specifications for modular systems and finishes
- Provide phasing recommendations for construction
- Submit bid-ready drawings and digital files



Town of Los Gatos Civic Center - Tenant Improvement CDs

Refine Selected Layout Based on Feedback

KPA will incorporate all comments from Task 2 to finalize the chosen layout. Adjustments will allow a final opportunity to review the program for optimal functionality and compliance with project requirements.

Prepare Final Architectural Layouts and Data/Power Plans

We will prepare construction documents describing required building changes and data and power connection points for modular systems. The construction documents phase will document required changes at City Hall and advance the final conceptual layouts produced as a complete design package. Documentation of changes for accessibility and other code requirements will be incorporated. This phase will establish final layouts for department spaces, furniture, equipment and data infrastructure based upon the final concept produced during Task 2. We will incorporate desired finishes and advance project cost estimates to incorporate a construction cost estimate level of detail. Draft and final project technical specifications will be prepared. Collaboration with City staff will continue and comments will be incorporated into the design.

The construction documents phase will include comprehensive construction drawings and specifications that are suitable for bidding and permitting. Final design changes will be incorporated during this phase including final adjustments to layouts and materials. Additional coordination will take place with furniture vendors and sub-consulting engineers.

Construction documents tasks include:

- Produce design documents based on information developed in Task 1 and Task 2 phases
- Meet with City staff to provide updates, receive input and review project parameters
- Collaborate with stakeholders to incorporate final adjustments to space layout including minor adjustments to department workspaces
- Complete design for data and power requirements
- Prepare project specifications
- Develop construction documents, including:
    - Architectural
    - Electrical and Data
- Provide project cost estimates at 90% submittal stage
- Prepare 90% construction documents and incorporate City feedback
- Review final design documents with City staff and stakeholders
- Prepare and deliver 100% construction documents, including final construction drawings, technical specifications and engineer's estimate

Develop Specifications for Modular Systems and Finishes

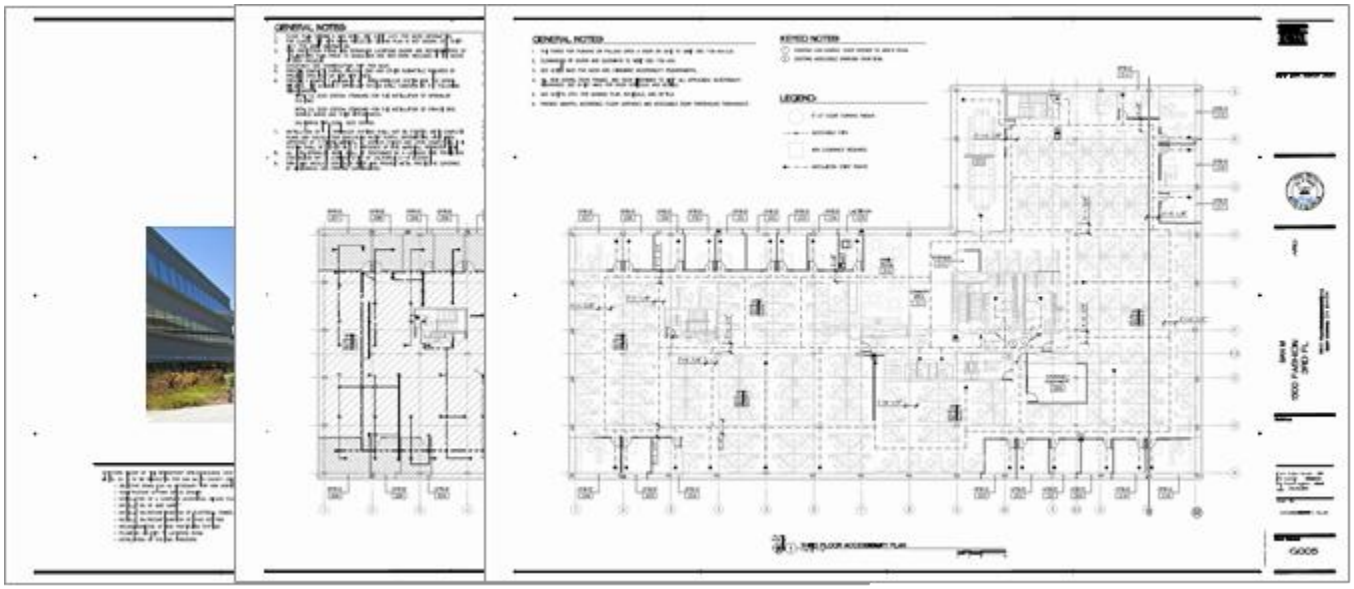
We will prepare appropriate project specifications for required modular furniture components. Specifications will incorporate final finishes requirements.

Provide Phasing Recommendations for Construction

A phased construction plan will be developed to minimize disruption to operations. Recommendations will include staging furniture and maintaining public services. The construction phasing plan will be included as part of the complete 100% construction document submittal.

Submit Bid-Ready Drawings and Digital Files

Upon completion of the design, we will deliver native project files to the City along with the complete set of documents in electronic PDF form. Native files include AutoCAD files and Excel files for space programs. The package will be complete and ready for contractor bidding. We will prepare a bid package based upon the final approved set of construction documents.



Task 4: Bid and Construction Support (Optional Service)

In this phase, KPA will provide support during the bidding and construction phases, including responding to RFIs, reviewing submittals and assisting with the final punch list.

The Task 4 scope of services is organized into the following elements:

- Respond to RFIs during bidding and issue required addenda
- Review submittals and shop drawings during construction
- Assist with punch list preparation
- Participate in final inspection

Respond to RFIs During Bidding

KPA will provide timely responses to contractor questions during the bidding process to ensure clarity and alignment with project goals. Drawing addenda that is required based on bidding RFIs will be completed and submitted to the City to relay to potential bidders.

Review Submittals and Shop Drawings

Submittals and shop drawings will be reviewed for compliance with the design documents. KPA will review and respond to RFIs. We will organize project RFIs related to project components and discuss responses with the City as needed. RFIs will be reviewed in a timely manner (5 working days) with attention to overall project infrastructure relationships. During the response process, we will:

- Issue necessary interpretations, clarifications and replies to information requests regarding the Contract Documents
- Assist the City with supplemental instructions as required

Services provided for shop drawings and submittals will be related to shop drawing review, product and material substitutions review and the management of such submittals. Additional submittals may be required to be reviewed based on the completeness of individual submittals or components of construction. During this process we will:

- Review and approve furniture submittals, substitution requests and shop drawings for conformance to the requirements of Contract Documents and specifications

Ross Master Plan – Craftsman Style Study

Ross Master Plan – Spanish Style Study

Assist with Punch List Preparation

We will generate a punch list based on final completion for construction required at City Hall. The punch list process will involve observing work to identify defects, non-conformance to the space design and incomplete work. Punch list findings will be documented and the City will provide to the Contractor for corrections. The punch list process involves:

- Conducting site observations to identify and document construction defects, non-conformance to the design and/or incomplete work
- Providing a punch list of items requiring correction or to be completed

- Assisting the City to confirm all punch list items have been addressed and completed

Participate in Final Inspection

KPA will assist the City during the final inspection to ensure all design elements are properly implemented.

EXHIBIT B

COMPENSATION SCHEDULE

UNION CITY HALL WORKSTATION MODERNIZATION PROJECT (NO. 23-40)
Compensation Worksheet 7/21/2025

	SUMMARY BY CLASSIFICATION	PROJECT MANAGER	ARCHITECT	ELECTRICAL ENGINEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		$230.00	$205.00	$205.00	$190.00	$155.00	$100.00	
Project Management and Coordination								
1	Project management	12	4		8			$5,100.00
2	Project meetings - Recurring	2	8	4	12	4		$5,820.00
SUBTOTAL		**$3,220.00**	**$2,460.00**	**$820.00**	**$3,800.00**	**$620.00**	**$0.00**	**$10,920.00**
TASK 1: Kick-Off Meeting & Site Visit								
1	Site Visit (1) & kickoff meeting		4		4			$1,580.00
2	Review existing records and data	1	2	1	4			$1,605.00
3	Review existing conditions & equipment	1	4	2	8			$2,980.00
4	Provide initial design questions		2	1	2			$995.00
SUBTOTAL		**$460.00**	**$1,640.00**	**$820.00**	**$2,660.00**	**$0.00**	**$0.00**	**$5,580.00**
TASK 2: Draft Submittal for Review								
1	Site Visit (1)		4		4			$1,580.00
2	Validate existing program and preliminary layout	1	4	4	8	2	1	$3,800.00
3	Conduct surveys of existing conditions		4	4	8	2		$3,470.00
4	Provide arrangements for filing cabinets, printers, and plan tables	1	2	2	4	10		$3,360.00
5	Prepare initial design concepts	1	8	8	12	16	1	$8,370.00
6	Propose furniture systems and finishes	1	4	2	16	8		$5,740.00
7	Council Chambers furniture selection/arrangement		2	2	8	8		$3,580.00
8	Space program - final		4	1	8	4	1	$3,265.00
9	Prepare final design concept	1	8	4	4	16	1	$6,030.00
10	Plan alternate - data cabling infrastructure		2	8	4	4		$3,430.00
11	Cost estimates - Order of magnitude		2		8			$1,930.00
12	Ventilation recommendations	1	4	2	4			$2,220.00
SUBTOTAL		**$1,380.00**	**$9,840.00**	**$7,585.00**	**$16,720.00**	**$10,850.00**	**$400.00**	**$46,775.00**
TASK 3: Final Design Submittal								
1	Incorporate CBO review comments		4	2	8	8		$3,990.00
2	Construction Documents	1	12	20	16	32		$14,790.00
3	Recommendations for construction phasing		4	1	4			$1,785.00
4	Project specifications		8		16			$4,680.00
5	QA/QC	1	4	2	4			$2,220.00
6	Engineer's cost estimate		1	1	12			$2,090.00
SUBTOTAL		**$460.00**	**$6,765.00**	**$5,330.00**	**$11,400.00**	**$6,200.00**	**$0.00**	**$30,155.00**
TOTAL HOURS - TASKS 1-3		**24**	**105**	**71**	**186**	**114**	**4**	**504**
TOTAL COST - TASKS 1-3		**$5,520.00**	**$20,705.00**	**$14,555.00**	**$34,580.00**	**$17,670.00**	**$400.00**	**$93,430.00**
TASK 4: Bid and Construction Support (Optional Service)								
1	Site Visits (5)		12		16			$5,500.00
2	Review submittals and shop drawings	2	16	8	20	8		$10,420.00
3	Provide written recommendations	1	4	2	8			$2,980.00
4	Assist with final inspection and punch list	1	4	2	4			$2,220.00
SUBTOTAL		**$920.00**	**$7,380.00**	**$2,460.00**	**$9,120.00**	**$1,240.00**	**$0.00**	**$21,120.00**
GRAND TOTAL HOURS - TASKS 1-4		**28**	**141**	**83**	**234**	**122**	**4**	**612**
GRAND TOTAL COST - TASKS 1-4		**$6,440.00**	**$28,085.00**	**$17,015.00**	**$43,700.00**	**$18,910.00**	**$400.00**	**$114,550.00**

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to $50 per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage

rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

DIR REGISTRATION

Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as set forth in Labor Code section 1771.1. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code Section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTING SERVICES AGREEMENT WITH THE KPA GROUP, IN THE AMOUNT OF $114,500, FOR THE CITY HALL WORKSTATION MODERNIZATION, PHASE II, PROJECT, CITY PROJECT NO. 23-40

WHEREAS, all second-floor City Hall workstations appear worn and are in various states of disrepair simply due to their service beyond their useful life, with the only exception being the newly-refurbished City Manager's Office, which was updated during Phase I of the City Hall Workstation Modernization Project, City Project No. 22-31; and

WHEREAS, the city population has grown significantly over the years, necessitating a significant growth in staff to address the growing needs of the residents, which has created challenges in providing adequate workspace for new employees, as well as the number of contract workers the City has needed to bring on board to serve the public properly; and

WHEREAS, the City completed Phase I of the City Hall Workstation Modernization Project, City Project No. 22-31, in 2023, refurbishing the City Manager's Office; staff now intends to continue with the same look and feel throughout the rest of the second floor of City Hall, including the City Hall office spaces and City Council Chambers; and

WHEREAS, staff has completed preliminary layouts and seeks input from a design professional to advise on all aspects of workplace design, including, but not limited to, the following: 1) best use of space; 2) height of cubicle panels; 3) acoustical concerns related to the Phase II flow from the atrium garden area to different work areas; 4) the arrangement of existing file cabinets; and, 5) the best locations of printers, plan tables, new conference rooms; and

WHEREAS, on October 17, 2024, staff released an informal Request for Proposals for the City Hall Workstation Modernization, Phase II, Project; and

WHEREAS, on December 11, 2024, the City received a proposal from The KPA Group that was determined to be both responsive and responsible, and reference checks were satisfactory; and

WHEREAS, the Consulting Agreement with The KPA Group, in the amount of $114,550, if approved, will provide the draft design, final design, and construction administration for the City Hall Workstation Modernization, Phase II, Project, City Project No. 23-40; and

WHEREAS, the contract will be funded in the General Fund (Account Number 11092340-57115), as designated in the approved Five-Year Capital Improvement Plan for FY 2025-2026 to FY 2029-2030.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby authorizes the City Manager to execute a Consulting Services Agreement with The KPA Group, in the amount of $114,500, for the City Hall Workstation Modernization, Phase II, Project, City Project No. 23-40.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO ROSAS BROTHERS CONSTRUCTION, IN THE AMOUNT OF $539,954, FOR THE ANNUAL SIDEWALK, CURB & GUTTER, AND RAMP REPAIR PROJECT, CITY PROJECT NO. 25-03, AND APPROVING A TOTAL CONSTRUCTION BUDGET IN THE AMOUNT OF $647,945

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a resolution awarding a construction contract to Rosas Brothers Construction, in the amount of $539,954, for the Annual Sidewalk, Curb & Gutter, and Ramp Repair Project, City Project No. 25-03, and approving a total construction budget in the amount of $647,945.

STRATEGIC PLAN ALIGNMENT

This agenda item is aligned with the following:

Goal D, Strategy 2: Environmental Sustainability and Infrastructure – Implement the City's capital improvement plan.

BACKGROUND

The scope of this project consists of making improvements in front of private property at approximately 117 locations citywide. The project work is comprised of repairing uplifted or damaged sidewalks and curbs & gutters, upgrading ramps, and removing trees uplifting sidewalks throughout the City. The list of locations to be repaired was compiled from inspection findings prompted by public works service requests submitted through the City's website and by staff observations made during the course of daily work duties.

DISCUSSION

On July 18, 2025, plans and specifications for the Annual Sidewalk, Curb & Gutter, and Ramp Repair Project were released and advertised for bid as the 2025 Sidewalk, Curb & Gutter Replacement Project. Four (4) bids were received and opened on July 29, 2025 (Exhibit A). The low base bid was submitted in the amount of $539,954 by Rosas Brothers Construction, of Oakland, California, which is more than 8% lower than the engineer's base bid estimate at $588,000 for the project.

Following the standard practice of allocating a contingency amount to address any unforeseen conditions that may require additional work, the Public Works Department recommends a 20% construction contingency to ensure a successful project. The estimated project budget for the construction phase is as follows:

Construction Contract Amount	$539,954
Contingency - 20% of Contract	$107,991
Total Estimated Construction Cost	**$647,945**

Rosas Brothers Construction has performed work for the City in the past as a subcontractor. Reference checks found their work to be satisfactory.

Public Works staff recommends the award of the construction contract to Rosas Brothers Construction.

Pursuant to the *California Streets and Highways Code, Section 5610-5618* and *Union City Municipal Code, Section 12.08.615, Sidewalk Maintenance - Duty and Liability,* the maintenance and repair of the sidewalk is the responsibility of the adjoining property owner. At the beginning of August, letters were mailed to all affected Union City property owners to advise them of their estimated costs for the sidewalk repairs and the projected timeline. Upon completion of the work, a second letter with the exact cost of the sidewalk repairs will be sent to the property owners, who will be given three options for either payment in one lump sum, payment in installments, or a lien on their property.

FISCAL IMPACT

Funding for the Annual Sidewalk, Curb & Gutter, and Ramp Repair Project, City Project No. 25-03, is identified in the approved Five-Year Capital Improvement Plan for Fiscal Years 2025-2026 to 2029-2030. The construction costs will be funded with $147,945 of State Gas Tax funds (Account Number 25092503-57128), $150,000 of SB 1 Road Maintenance & Rehab funds (Account Number 25192503-57128) funds, and $350,000 of Measure BB Bike & Pedestrian funds (Account Number 26792503-57128). There are sufficient funds in these accounts to fund the project costs.

By the end of 2026, twelve months after the projected completion of the project, staff estimates homeowners will have paid approximately $292,000 towards reimbursing the City for the sidewalk repairs as outlined earlier. Again, any amounts due for which the property owner has not elected to either pay in one lump sum or pay through an installment plan will have a lien placed on their property for the costs of their sidewalk repairs. All reimbursement funds received from property owner payments will be deposited back to the State Gas Tax Fund, SB 1 Road Maintenance & Rehab Fund, and/or the Measure BB Bike & Pedestrian Fund.

There is no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution awarding a construction contract to Rosas Brothers Construction of Oakland, California, in the amount of $539,954, for the Annual Sidewalk, Curb & Gutter, and Ramp Repair Project, City Project No. 25-03, and approving a total construction budget in the amount of $647,945.

Prepared by:

Carly Kasper, Civil Engineer I

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

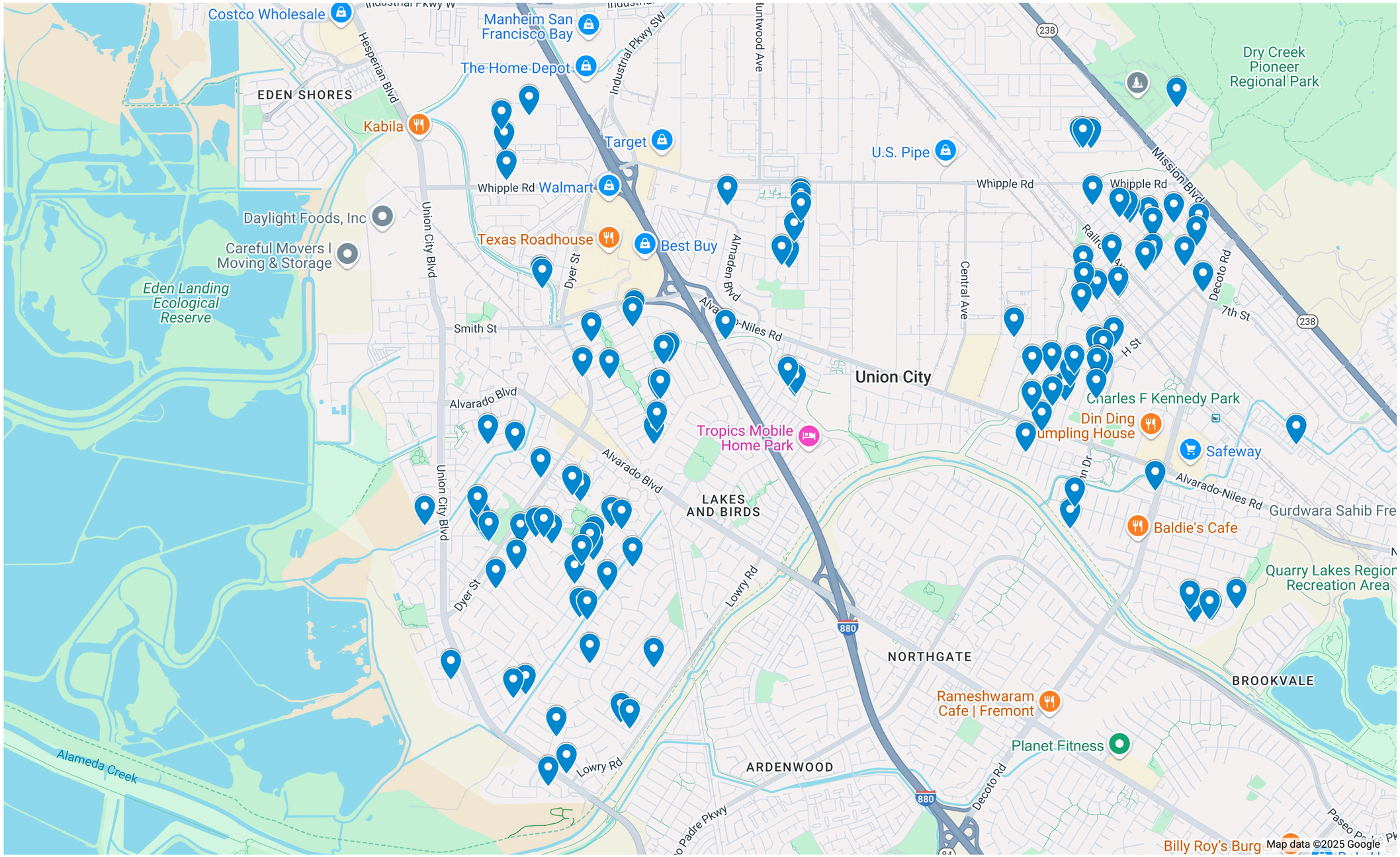
	Description	Type
🗋	Attachment 1 - Project Location Map	Attachment
🗋	Draft Resolution	Resolution
🗋	Exhibit A - Bid Summary	Exhibit

2025 Sidewalk Replacement Project Locations

Google Map Location List.xlsx

All items

Union City CIP#25-03



RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY AWARDING A CONSTRUCTION CONTRACT TO ROSAS BROTHERS CONSTRUCTION, IN THE AMOUNT OF $539,954, FOR THE ANNUAL SIDEWALK, CURB & GUTTER, AND RAMP REPAIR PROJECT, CITY PROJECT NO. 25-03, AND APPROVING A TOTAL CONSTRUCTION BUDGET IN THE AMOUNT OF $647,945

WHEREAS, on July 18, 2025, plans and specifications for the Annual Sidewalk, Curb & Gutter, and Ramp Repair Project were released and advertised for bid as the 2025 Sidewalk, Curb & Gutter Replacement Project, with Rosas Brothers Construction of Oakland, California, being deemed the lowest responsible bid in the amount of $539,954 (see Exhibit A); and

WHEREAS, a review of the firm's qualification shows Rosas Brothers Construction to be an experienced and appropriately licensed contractor and, as such, the Public Works Director recommends that it is in the City's best interest to award the Annual Sidewalk, Curb & Gutter, and Ramp Repair Project to Rosas Brothers Construction; and

WHEREAS, the recommended construction budget, which consists of the construction contract amount, construction contingency, and construction support, is $647,945; and

WHEREAS, funds for the Annual Sidewalk, Curb & Gutter, and Ramp Repair Project, City Project No. 25-03, are identified in the approved Five-Year Capital Improvement Plan for Fiscal Years 2025-2026 to 2029-2030. The construction costs will be funded with $147,945 of State Gas Tax funds (Account No. 25092503-57128), $150,000 of SB 1 Road Maintenance & Rehab funds (Account No. 25192503-57128), and $350,000 of Measure BB Bike & Pedestrian funds (Account No. 26792503-57128).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby awards a construction contract to Rosas Brothers Construction, in the amount of $539,954, for the Annual Sidewalk, Curb & Gutter, and Ramp Repair Project, City Project No. 25-03; and

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby authorizes the construction budget, with contingencies and construction support, in the amount of $647,945, for the Annual Sidewalk, Curb & Gutter, and Ramp Repair Project, City Project No. 25-03.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments:

1) Exhibit A – Bid Summary

UNION CITY
california

BID SUMMARY

PROJECT: **2025 SIDEWALK CURB & GUTTER REPLACEMENT PROJECT CITY PROJECT NO. 25-03**

Project Manager: Carly Kasper, Engineer I

DATE: **Tuesday, July 29, 2025**

TIME: 2:00 p.m.

LOCATION: City Council Chambers
34009 Alvarado-Niles Road
Union City, CA 94587

No.	BIDDERS	BID AMOUNT	*CORRECTED* BID AMOUNT
1.	Spencon Construction	$591,964.00	
2.	Sposeto Engineering Inc.	$548,250.00	$546,975.00
3.	FBD Vanguard Construction	$611,611.00	
4.	Rosas Brothers Construction	$539,954.00	

I, Thai Nam Pham, City Clerk of the City of Union City, do hereby certify that on Tuesday, July 29, 2025, I received and opened 4 (four) bids for the above-mentioned project.

* Note: All bid amounts will be verified by the Engineer. Any corrections will be shown in the column above.

Thai Nam Pham, MMC, CPMC
City Clerk

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION ACCEPTING $1,500,000 FROM THE ALAMEDA COUNTY TRANSPORTATION COMMISSION FOR THE UNION CITY TRANSIT FLEET ELECTRIFICATION PROJECT, CITY PROJECT NO. 22-11, AMENDING THE FISCAL YEAR 2025-2026 CAPITAL PROJECTS GRANTS FUND BUDGET, AND AUTHORIZING THE CITY MANAGER TO SIGN THE PROJECT FUNDING AGREEMENT FOR THE UNION CITY TRANSIT FLEET ELECTRIFICATION PROJECT, CITY PROJECT NO. 22-11, IN A FORM APPROVED BY THE CITY ATTORNEY

EXECUTIVE SUMMARY

Staff recommends the City Council adopt a resolution accepting $1,500,000 from the Alameda County Transportation Commission (Alameda CTC) for the Union City Transit Fleet Electrification Project, City Project No. 22-11, amending the Fiscal Year 2025-2026 Capital Projects Grants Fund Budget, and authorizing the City Manager to sign the Project Funding Agreement for the Union City Transit Fleet Electrification Project, City Project No. 22-11, in a form approved by the City Attorney.

STRATEGIC PLAN ALIGNMENT

This agenda item is in alignment with the following:

Goal D, Strategy 2 Environmental Sustainability and Infrastructure – Implement the City's capital improvement plan.

Goal D, Strategy 9 Environmental Sustainability and Infrastructure – Transition the UC Transit fleet to zero emissions.

BACKGROUND

Union City Transit has a fleet of eighteen (18) compressed natural gas (CNG) heavy-duty fixed-route buses. Beginning in 2021, the fleet started meeting its useful life of twelve (12) years; there are now fourteen (14) buses that have either met or exceeded their useful lives.

Over the past few years, Union City Transit has been coordinating with the Metropolitan Transportation Commission (MTC), the California Air Resources Board (CARB) and the Alameda County Transportation Commission (Alameda CTC) on funding opportunities to convert the City's CNG fixed-route buses to battery electric buses (BEB).

On August 16, 2022, Union City Transit was informed that City was awarded a Federal Transit Administration (FTA) Section 5339(c) Low or No Emissions Vehicle (Low-No) discretionary grant that completed the needed funding to replace all fourteen (14) buses. The total amount of grant funds for the fourteen (14) fixed-route battery electric buses (BEB) is about $16.7 million as noted below:

CIP #50 - Transit Heavy-Duty Battery EV Procurement – City Project No. 21-08	
Type of Transit Funds	**Award Amount**
FTA Section 5339 (c)	$8,490,246
FTA Section 5307	$5,152,287
AB 664 Bridge Tolls	$343,242
TDA Article 4, Transit Capital	$2,741,624

Total	**$16,727,399**

To support the new BEB fleet, the City needs to modify the Public Works Maintenance Facility (Corporation Yard) by constructing a new transit facility with electric chargers and other equipment to support recharging the vehicles.

The Alameda CTC administers funding programs for projects and programs that benefit the Alameda County transportation system, consisting of the 2000 Measure B, 2010 Vehicle Registration Fee (VRF), 2014 Measure BB, Congestion Management Agency Transportation Improvement Program (CMA-TIP), and Transportation Fund for Clean Air (TFCA) Programs.

On May 23, 2024, Alameda CTC adopted the 2026 Comprehensive Investment Plan (2026 CIP) Guidelines at its commission meeting, which includes procedures governing the 2026 CIP application process, programming guidelines, and eligible uses of Alameda CTC administered funds.

On August 13, 2024, the City Council adopted Resolution No. 6353-24, approving the First Amendment to the Consulting Services Agreement with Group 4 Architecture, Research + Planning, Inc. (Group 4), to update the Corporation Yard Master Plan, Phase 1: Near-Term Improvements, to include the BEB Transition framework consisting of reconfiguring the bus parking area, including the layout of the proposed BEB fleet, charging stations and related infrastructure.

On September 1, 2024, Alameda CTC released the Call for Projects for the 2026 CIP with $100 million in combined Alameda CTC-administered discretionary local funding sources, including Measures B and BB (MB/MBB), VRF, and TFCA for eligible capital projects and programs within Alameda County. The 2026 CIP will program funding for FY 2025-2026 through FY 2029-2030. The Call for Projects period ended on October 31, 2024.

On October 22, 2024, the City Council adopted Resolution No. 6378-24, authorizing the filing of an application requesting $4,138,500 for the Union City Transit Fleet Electrification Project, City Project No. 22-11, in the Alameda CTC's 2026 CIP Call for Projects grant application process.

On May 22, 2025, Alameda CTC notified the City that the Commission approved an award of $1,500,000 to the Union City Transit Fleet Electrification Project, City Project No. 22-11.

On June 24, 2025, the City of Union City adopted its Biennial Budget for FY 2025-2026 & FY 2026-2027 and its Five-Year Capital Improvement Plan Budget for FY 2025-2026 to FY 2029-2030. Within the new budget, adjustments were made to Capital Improvement Project (CIP) #50 (City Project No. 21-08), the procurement of the fourteen (14) BEBs due to renegotiated pricing, and to CIP #70 (City Project No. 22-11), the Union City Transit Fleet Electrification Project, based on the reallocation of previously obligated funds that are expiring and new funding sources from the FTA and Alameda CTC. The new amounts for each project are noted below:

CIP #50 - Transit Heavy-Duty Battery EV Procurement – City Project No. 21-08	
Type of Transit Funds	**Award Amount**
FTA Section 5339 (c)	$4,623,630
FTA Section 5307	$5,817,052
AB 664 Bridge Tolls	$343,242
TDA Article 4, Transit Capital	$2,590,015
Total	**$13,373,939**

CIP #70 – UC Transit Fleet Electrification Project – City Project No. 22-11	
Type of Transit Funds	**Award Amount**
FTA Section 5339 (c)	$3,866,616
Alameda CTC TFCA	$1,500,000
TDA Article 4, Transit Capital	$499,932
Low Carbon Transit Operations Prog	$362,542
Total	**$6,229,090**

DISCUSSION

Group 4 has been working with Union City Transit and Public Works staff on the design of the new BEB charging infrastructure as part of the reconfiguration and improvements of the Corp Yard. The City is also working with the Center for Transportation and the Environment (CTE), a non-profit organization, to assist with implementation of the charging infrastructure and transition from CNG buses. The City has also entered into an agreement with Pacific Gas & Electric (PG&E), as part of their Electrical Vehicle (EV) Fleet Program, to design and construct the new transformer, electrical equipment and electrical service to support the electrical loading requirement for the new BEB fleet.

Group 4 has prepared a conceptual Layout and Rendering of the BEB charging infrastructure at the Corp Yard to support the fourteen (14) new BEBs (see Attachment 1 and Attachment 2). The proposed improvement includes 150kW chargers from ABB Group (a vendor), median islands with charge dispensers for each vehicle plus some redundancy, foundations for electrical equipment, electric conduit, a median island for the PG&E

transformer and other electrical equipment, concrete bus pad modifications, and new lighting. The construction cost for the Union City Transit Fleet Electrification Project, City Project No. 22-11, is estimated at $5,518,000 (see Attachment 4) and the total project cost is currently estimated at $6,229,090. The BEB charging infrastructure should be completed by late Fall 2025 around the time of the arrival of the fourteen (14) new buses (see Attachment 5).

FISCAL IMPACT

Union City will receive an additional $1,500,000 via Alameda CTC Project Funding Agreement (PFA) No. A25-0056 for the Union City Transit Fleet Electrification Project, City Project No. 22-11. City Council action is necessary to amend the FY 2025-2026 Capital Projects Grants Fund budget, as detailed below and in the attached resolution, as a result of accepting this additional funding.

There will be no fiscal impact on the General Fund.

RECOMMENDATION

Staff recommends the City Council adopt a resolution:

1. Accepting the $1,500,000 grant via Alameda County Transportation Commission (Alameda CTC) Project Funding Agreement No. A25-0056 and authorizing the use of those funds for the Union City Transit Fleet Electrification Project, City Project No. 22-11; and
2. Amending the FY 2025-2026 Capital Projects Grants Fund revenue budget by increasing the revenue projection in Account Number 41092211-44502 (Capital Projects Grants Fund – Union City Transit Fleet Electrification Project – Misc. County/Local Grants) by $248,028 (the previously estimated grant amount of $1,251,972 was already budgeted in the Five-Year CIP); and
3. Amending the FY 2025-2026 Capital Projects Grants Fund expenditure budget by appropriating $248,028 (the previously estimated total project cost of $5,981,062 was already budgeted in the Five-Year CIP) to Account Number 41092211-57112 (Capital Projects Grants Fund – Union City Transit Fleet Electrification Project – Land Improvements) for the Union City Transit Fleet Electrification Project, City Project No. 22-11; and
4. Authorizing the City Manager to sign Alameda CTC PFA No. A25-0056, which awards a grant in the amount of $1,500,000 to the City for the Union City Transit Fleet Electrification Project, City Project No. 22-11, in a form approved by the City Attorney.

Prepared by:

Steve Adams, Transit Manager

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

Description	Type
Attachment 1 - PFA A25-0056	Attachment
Attachment 2 - BEB Charging Infra Layout	Attachment
Attachment 3- BEB Charging Infrastructure Rendering	Attachment
Attachment 4 - BEB Charging Cost Estimate & Local Match	Attachment
Attachment 5 - BEB Charging Schedule	Attachment
Draft Resolution	Resolution

PROJECT FUNDING AGREEMENT
between
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and the
CITY OF UNION CITY
for the
UNION CITY TRANSIT ELECTRIC BUS AND CHARGING INFRASTRUCTURE

This Project Funding Agreement ("AGREEMENT"), dated for reference purposes only as of May 22, 2025 is by and between ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency ("ALAMEDA CTC"), and the CITY OF UNION CITY, a public agency ("PROJECT SPONSOR").

This AGREEMENT obligates funds from one or more ALAMEDA CTC administered funding programs as indicated below, and as further specified in Appendix A: Project Control Information and Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT, for the PROJECT, as such term is defined in Recital K below.

☐ 2000 Measure B
☐ 2014 Measure BB
☒ Vehicle Registration Fee
☒ Transportation Fund for Clean Air
☐ CMA TIP

RECITALS

A. The voters of Alameda County, pursuant to the provisions of the Bay Area County Traffic and Transportation Funding Act, Public Utilities Code Section 131000, et seq., approved Measure B at the General Election held in November 1986, authorizing the collection of a one-half cent transaction and use tax over a fifteen (15)-year period to address major transportation needs and congestion in Alameda County and giving Alameda County Transportation Authority ("ACTA") the responsibility for the administration of the proceeds of the tax. The proceeds from the 1986 Measure B tax have been and continue to be used to pay for investments as outlined in the 1986 Alameda County Transportation Expenditure Plan ("1986 TEP"), as it may be amended. Although collection of the 1986 Measure B tax ceased in 2002, capital projects funded wholly or in part by 1986 Measure B funds are still being delivered using these funds.

B. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, Public Utilities Code Section 180000, et seq., approved the reauthorization of Measure B at the General Election held on November 7, 2000, authorizing the collection of a one-half cent transaction and use tax to be collected for twenty (20) years beginning April 1, 2002 and giving Alameda County Transportation Improvement Authority ("ACTIA") responsibility for the administration of the proceeds of the tax.. The proceeds from the 2000 Measure B tax have been and continue to be used to pay for investments as outlined in the 2000 Alameda County Transportation Expenditure Plan ("2000 TEP"), as it may be amended.

C. The voters of Alameda County, pursuant to Section 65089.20 of the Government Code, approved Measure F, the Vehicle Registration Fee ("VRF"), authorizing Alameda County Congestion Management Agency ("ACCMA") to administer the proceeds from a $10 per year vehicle registration fee on

each annual motor-vehicle registration in Alameda County, starting with registrations effective July 2011 with collection beginning in May 2011, six months following approval of Measure F. Vehicles subject to the VRF include all motorized vehicles, including passenger cars, light-duty trucks, medium-duty trucks, heavy-duty trucks, buses of all sizes, motorcycles, and motorized camper homes, unless vehicles are expressly exempted from the payment of the VRF.

D. By resolutions adopted by the ACTA and ACTIA Boards on June 24, 2010, all of ACTA's functions and responsibilities were assigned to, and accepted by, ACTIA. On that same date, the ACTIA and ACCMA Boards took the final actions to create ALAMEDA CTC, a joint powers authority with all responsibilities of ACTIA and ACCMA. Pursuant to resolutions adopted by the ACTIA and ACCMA Boards and the Commission of ALAMEDA CTC, ACCMA and ACTIA were terminated as of the close of business on February 29, 2012, with ALAMEDA CTC designated as the successor entity. All of its predecessors' functions and responsibilities have been assigned to, and accepted by, ALAMEDA CTC.

E. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq., approved Measure BB at the General Election held on November 4, 2014, authorizing the extension of an existing one-half of one percent transaction and use tax scheduled to terminate on March 31, 2022, and the augmentation of the tax by one-half of one percent, and giving ALAMEDA CTC responsibility for the administration of the proceeds of the 2014 Measure BB tax. The duration of the 2014 Measure BB tax will be 30 years from the initial year of collection, which began April 1, 2015, with said tax to terminate/expire on March 31, 2045. The proceeds from the 2014 Measure BB will be used to pay for investments as outlined in the 2014 Alameda County Transportation Expenditure Plan ("2014 TEP"), as it may be amended.

F. As the Transportation Fund for Clean Air ("TFCA") Program Manager in Alameda County, ALAMEDA CTC annually programs 40 percent of the TFCA funds collected in Alameda County. ALAMEDA CTC receives these funds from the Bay Area Air Quality Management District ("AIR DISTRICT"), and then distributes these funds on a reimbursement basis to eligible project sponsors.

G. ALAMEDA CTC is continuing the implementation of the CMA Exchange Program, originally established by the ACCMA, for the purpose of providing local or otherwise unrestricted funds to ALAMEDA CTC for use in projects and programs adopted into the CMA Transportation Improvement Program ("CMA TIP") by ALAMEDA CTC.

H. The funding programs administered by ALAMEDA CTC and available for projects and programs that benefit the Alameda County transportation system, consisting of 1986 Measure B, 2000 Measure B, 2014 Measure BB, VRF, TFCA, and CMA TIP, are collectively defined as and shall be referenced herein as the "ALAMEDA CTC ADMINISTERED FUNDS". Requirements related to 2000 Measure B, VRF and 2014 Measure BB Direct Local Distribution ("DLD") funding distributed pursuant to 2000 Measure B, VRF and 2014 Measure BB Transportation Expenditure Plans are covered by separate agreements between ALAMEDA CTC and DLD recipients.

I. Measure B, Measure BB, VRF, and TFCA funds obligated by this AGREEMENT shall be programmed, allocated, and expended for the purpose defined and in accordance with the provisions set

forth in the applicable transportation expenditure plans, or the AIR DISTRICT-approved TFCA County Program Manager Policies.

J. ALAMEDA CTC programs and allocates ALAMEDA CTC ADMINISTERED FUNDS through the ALAMEDA CTC Comprehensive Investment Plan ("CIP") that is updated periodically to summarize the programming and allocations of ALAMEDA CTC ADMINISTERED FUNDS, and the policies, procedures and requirements related to the expenditure of ALAMEDA CTC ADMINISTERED FUNDS.

K. The PROJECT SPONSOR is implementing a project or program ("PROJECT") that is eligible for ALAMEDA CTC ADMINISTERED FUNDS. The PROJECT and the strategy to implement the PROJECT are described in greater detail in Appendix A: Project Control Information.

L. This AGREEMENT obligates funds from one or more of ALAMEDA CTC administered funding programs as specified in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement, for the PROJECT and the phase(s) described in Appendix A: Project Control Information. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are available to reimburse eligible costs incurred by PROJECT SPONSOR for the PROJECT and the phase(s) described in Appendix A: Project Control Information.

M. The issuance of bonds or another financing mechanism are possible funding options as part of ALAMEDA CTC administered funding programs to meet cash flow requirements of each individual program based on current schedule and project delivery information.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION I

PROJECT SPONSOR AGREES:

1. PROJECT SPONSOR shall implement the PROJECT in accordance with all requirements in this AGREEMENT and the following appendices attached hereto and incorporated herein by reference.

   a. Appendix A: Project Control Information
   b. Appendix B: Alameda CTC Administered Funds Obligated by this Agreement
   c. Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements
   d. Appendix D: Local Business Contract Equity Program
   e. Appendix E: Deliverables and Due Dates
   f. Appendix F: Project Performance Measures
   g. Appendix G: Transportation Fund for Clean Air Policies and Requirements

2. PROJECT SPONSOR shall perform the necessary work associated with the PROJECT required to implement PROJECT as described in Appendix A: Project Control Information.

3. PROJECT SPONSOR shall inform ALAMEDA CTC in writing of any changes to the information contained in Appendix A: Project Control Information as soon as PROJECT SPONSOR becomes aware of such changes. Per Section III.2, any change that requires an amendment to this AGREEMENT must be approved by ALAMEDA CTC prior to PROJECT SPONSOR implementing the change.

4. PROJECT SPONSOR shall commit to the timing of ALAMEDA CTC ADMINISTERED FUNDS as described in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement.

5. PROJECT SPONSOR shall expend ALAMEDA CTC ADMINISTERED FUNDS received under this AGREEMENT in accordance with all applicable provisions of law and shall return to ALAMEDA CTC all funds that are not expended in accordance with all applicable provisions of law.

6. PROJECT SPONSOR shall be responsible for costs in excess of the total funding obligations shown in Appendix A: Project Control Information. Costs in excess of the total funding obligations will not be reimbursed with ALAMEDA CTC ADMINISTERED FUNDS unless this AGREEMENT is amended in writing or the parties execute a separate agreement for a subsequent phase of the PROJECT.

7. PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, funds realized from the sale of any vehicle(s) purchased with ALAMEDA CTC ADMINISTERED FUNDS, if the sale of the vehicle(s) is completed prior to the last day of the last year listed as the PROJECT'S "Years of Effectiveness" as identified in either Appendix A: Project Control Information or Appendix G: Transportation Fund for Clean Air Policies and Requirements, as applicable. The amount of sale proceeds required to be returned to ALAMEDA CTC shall be proportional to the percentage of ALAMEDA CTC ADMINISTERED FUNDS originally used to purchase the vehicle(s).

8. PROJECT SPONSOR staff costs for any local agency which receives DLD funding shall not be eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS allocated to the PROJECT unless staff costs are specifically identified as eligible in Appendix A: Project Control Information. Staff costs included in Appendix A are limited to project implementation costs. Staff costs related to the administration of this AGREEMENT including preparation of requests for reimbursement or progress reports are ineligible for reimbursement. PROJECT SPONSOR staff costs funded by other sources can be included in the total cost for the purpose of meeting the cost and risk sharing provisions of this AGREEMENT.

9. PROJECT SPONSOR staff costs eligible for reimbursement may include the individual's actual hourly wage plus a fringe benefit rate, as approved by a cognizant agency or an independent auditor, of up to a maximum of 70% of the hourly wage. Staff costs also may include direct costs including contracted services, such as legal counsel, that are considered an extension of the PROJECT SPONSOR'S staff.

10. PROJECT SPONSOR overhead, or "indirect," costs are not eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and shall not be included in the total eligible PROJECT cost calculations used to determine the ALAMEDA CTC ADMINISTERED FUNDS share of such total eligible PROJECT costs.

11. The cost of maintenance, security, or protection performed by PROJECT SPONSOR or third-party contractors during any temporary suspension of activities associated with the PROJECT will not be considered an eligible cost for reimbursement by ALAMEDA CTC.

12. PROJECT SPONSOR shall advertise, award and administer all professional services and construction contracts for PROJECT work not performed by PROJECT SPONSOR. PROJECT SPONSOR shall invite ALAMEDA CTC staff to participate as a voting member of PROJECT SPONSOR's selection panel for the selection of all professional consultants.

13. All locally funded contracts approved by PROJECT SPONSOR, funded wholly or in part with Measure B, Measure BB, and/or Vehicle Registration Fee funds administered by ALAMEDA CTC, except for contracts that also include state and/or federal funds or contracts funding non-capital projects (e.g., transit operations), are required to comply with ALAMEDA CTC's Local Business Contract Equity (LBCE) Program as listed and described in Appendix D: Local Business Contract Equity Program Requirements. PROJECT SPONSOR shall comply with the reporting requirements set forth in the LBCE Program and provide the required information to ALAMEDA CTC in accordance with Appendix D for all contracts partially or wholly funded by ALAMEDA CTC, whether or not the specific contract is subject to the LBCE Program. If ALAMEDA CTC determines that PROJECT SPONSOR has failed to fully comply with all LBCE Program requirements, including but not limited to meeting all reporting requirements in a timely manner, ALAMEDA CTC may take one or more of the following actions, until compliance or remedial action has been accomplished by the PROJECT SPONSOR to the satisfaction of ALAMEDA CTC:

a. Deem PROJECT SPONSOR to be noncompliant, and place PROJECT SPONSOR on a corrective action plan;
b. Impose sanctions on PROJECT SPONSOR, including suspension and termination of all ALAMEDA CTC funding assistance;
c. Decline approval of projects, grants, or contracts;
d. Withhold reimbursements to PROJECT SPONSOR for existing grants and contracts; and/or
e. Other actions deemed appropriate by ALAMEDA CTC under the circumstances.

14. To facilitate ALAMEDA CTC's monitoring of PROJECT SPONSOR's compliance with the LBCE Program, PROJECT SPONSOR shall provide ALAMEDA CTC with drafts of (i) all procurement documents which address (or would be expected to address) LBCE Program or Disadvantaged Business Enterprise (DBE) participation goals and requirements (i.e., RFPs, RFQs, construction special provisions, and notices to bidders/proposers), in each case prior to advertisement, and (ii) PROJECT SPONSOR's form professional services contract, prior to contract award.

15. PROJECT SPONSOR shall require insurance coverage that names ALAMEDA CTC, its governing body, officers, employees and consultants as additional insureds of the PROJECT SPONSOR, professional services consultants and subconsultants, construction services contractors and subcontractors, volunteer service individuals, and any other contractors or subcontractors involved with the PROJECT on all insurance required by PROJECT SPONSOR for PROJECT. PROJECT SPONSOR shall keep and maintain insurance certificates and policy endorsements evidencing the policies on file, and furnish the same to ALAMEDA CTC upon request. ALAMEDA CTC will not be responsible for any premiums or assessments on

any policy. If this AGREEMENT includes any TFCA funds, PROJECT SPONSOR shall also comply with the insurance requirements specified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

16. PROJECT SPONSOR shall provide ALAMEDA CTC with periodic (i.e., quarterly or semi-annually) progress reports describing the current status of the PROJECT. The required progress reporting frequency schedule and forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. Progress reports are due by the last day of each calendar month following the established reporting period in which the work was performed. These reports shall include PROJECT status information such as the scope of work completed to date, total costs incurred, future actions, project performance, issues identification, changes to scope or schedule, and any additional relevant information requested by ALAMEDA CTC.

17. PROJECT SPONSOR shall submit to ALAMEDA CTC a Request for Reimbursement in accordance with the minimum required invoicing frequency established for the PROJECT, but not more than one such request per month, for reimbursement of eligible PROJECT costs and expenses incurred by PROJECT SPONSOR. The required minimum invoicing frequency and invoice forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. If PROJECT SPONSOR does not incur any reimbursable expenses during the minimum invoicing period, in lieu of submitting an invoice, PROJECT SPONSOR shall submit a letter or a statement as part of the required progress report for the same period confirming that no reimbursable costs were incurred during the given period. If PROJECT SPONSOR requests reimbursement for costs incurred as a result of a contract or agreement with a third party that contains a contract value of $50,000 or greater, e.g. a consultant, contractor or other entity, PROJECT SPONSOR shall submit an electronic copy of the fully executed contract or agreement to ALAMEDA CTC prior to ALAMEDA CTC authorizing reimbursement of such costs. Supporting documentation for the Request for Reimbursement packages includes copies of invoices from vendors, consultants, or contractors and summaries of eligible PROJECT SPONSOR staff time charges. PROJECT SPONSOR may suggest an alternative method, subject to approval in advance by ALAMEDA CTC, to document staff costs charged to the PROJECT.

18. PROJECT SPONSOR shall submit to ALAMEDA CTC a Prime Consultant/Contractor LBE, SLBE, and VSLBE Utilization Report with each of PROJECT SPONSOR's invoices for the PROJECT, regardless of whether any reimbursable costs were incurred during the given period. The report shall include the AGREEMENT number, prime consultant/contractor name, the project title, scope of work, names of all subconsultants and their contract budgets and total costs incurred, and any additional relevant information requested by ALAMEDA CTC.

19. PROJECT SPONSOR shall provide a Parcel and Utility Agreement Tracking Log upon ALAMEDA CTC's request, if the PROJECT includes the acquisition of right-of-way and/or the relocation or protection of utility facilities.

20. PROJECT SPONSOR shall keep all necessary PROJECT records to demonstrate compliance with this AGREEMENT, including documentation of activities, performance, progress reports, final report, expenses and charges to support invoices submitted to ALAMEDA CTC and other PROJECT reporting requirements as described in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements in one central location for a period of not less than five (5) years after the later of (i) ALAMEDA

CTC's payment of the final invoice, (ii) the PROJECT SPONSOR'S submittal of the Final Report for ALAMEDA CTC ADMINISTERED FUNDS under this AGREEMENT, and (iii) the end of the PROJECT'S established "Years of Effectiveness" period (as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements) if any TFCA funds are provided under this AGREEMENT.

a. PROJECT SPONSOR and PROJECT SPONSOR's contractors and subcontractors shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts.

b. PROJECT SPONSOR shall allow ALAMEDA CTC or its authorized representatives to inspect, audit, or make copies of any PROJECT records for a period of five (5) years after ALAMEDA CTC's payment of the final invoice and the PROJECT SPONSOR'S submittal of the Final Report. The same access also shall be granted to the AIR DISTRICT or its authorized representatives for TFCA funds obligated by this AGREEMENT.

21. PROJECT SPONSOR shall comply with all of the following publicity requirements to inform the public on the use of ALAMEDA CTC ADMINISTERED FUNDS on the PROJECT.

a. PROJECT SPONSOR shall credit ALAMEDA CTC as a funding source and display the approved ALAMEDA CTC logo, where practical, on construction informational signs, vehicles or equipment operated or obtained as part of the PROJECT, and on any publicly distributed information (e.g., fact sheets, flyers, brochures, maps, schedules, websites, press releases), created for or associated with the PROJECT. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the AIR DISTRICT as a funding source and display the AIR DISTRICT-approved TFCA logo.

b. PROJECT SPONSOR shall provide updated and accurate PROJECT information on the PROJECT SPONSOR's website, or create such a website if none exists, and provide a link to ALAMEDA CTC website.

c. PROJECT SPONSOR shall publish an article in a printed or electronically distributed publication such as a newsletter, local newspaper, e-publications, or website highlighting the PROJECT and the use of ALAMEDA CTC ADMINISTERED FUNDS at least once per fiscal year. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the AIR DISTRICT as a funding source.

d. PROJECT SPONSOR shall document compliance with the publicity requirements and furnish such documentation upon request, and regularly through the progress and final reporting required by this AGREEMENT, through evidence such as photos of construction and vehicle signage, copies of print, electronic and other media published to satisfy this requirement. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also document that the AIR DISTRICT was credited as a funding source and the AIR DISTRICT-approved TFCA logos were displayed.

e. PROJECT SPONSOR shall notify ALAMEDA CTC and request an exemption as soon as it is reasonably known that the PROJECT SPONSOR is unable to fulfill the requirements under this Section I.21 due to extraordinary circumstances.

22. PROJECT SPONSOR shall, to the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 7920.000 et seq.), place in the public domain any software, written document, or other product developed with ALAMEDA CTC ADMINISTERED FUNDS received through this AGREEMENT.

23. PROJECT SPONSOR shall participate, upon the request of ALAMEDA CTC, in a Public Awareness Program in partnership with ALAMEDA CTC and/or its community advisory committees as a means of informing the public of the benefits derived from the use of ALAMEDA CTC ADMINISTERED FUNDS.

24. PROJECT SPONSOR shall obtain all state, local and federal permits and approvals for work, including environmental approvals in accordance with the National Environment Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as applicable. PROJECT SPONSOR will comply with all applicable state and federal laws and regulations.

25. PROJECT SPONSOR shall render a report or answer any and all inquiries, upon ALAMEDA CTC's request, in regards to its receipt of ALAMEDA CTC ADMINISTERED FUNDS, compliance audit findings, and usage of ALAMEDA CTC ADMINISTERED FUNDS before the ALAMEDA CTC Commission, Independent Watchdog Committee, and/or community advisory committees, as applicable.

26. For TFCA funds obligated by this AGREEMENT, a PROJECT SPONSOR who has failed a AIR DISTRICT financial or performance audit for the PROJECT will be excluded from receiving an award of any TFCA funds for five (5) years from the date of AIR DISTRICT's final audit determination. Existing TFCA funds already awarded to the SPONSOR will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed AIR DISTRICT financial audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed AIR DISTRICT performance audit means that the PROJECT was not implemented in accordance with the AGREEMENT. SPONSOR shall be afforded a reasonable amount of time to address/cure adverse audit findings.

27. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, TFCA funds received under this Agreement if PROJECT is not maintained and/or operated throughout, and at least until the conclusion of, its "Years of Effectiveness" as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

28. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall submit a TFCA Final Report to ALAMEDA CTC when identified as applicable in Appendix C: Request for Reimbursement and Reporting Requirements. The required content for the TFCA Final Report is identified in the TFCA Final Report Form referenced in Appendix G.

SECTION II

ALAMEDA CTC AGREES:

1. ALAMEDA CTC shall make a good faith effort to provide all ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.

2. ALAMEDA CTC shall assist PROJECT SPONSOR when able, upon request and as necessary, in resolving issues related to the PROJECT.

3. ALAMEDA CTC shall provide a copy of its approved logo for PROJECT SPONSOR to use as required by this AGREEMENT.

4. ALAMEDA CTC shall provide notice to the PROJECT SPONSOR of any and all expenditures made by PROJECT SPONSOR, which are not in compliance with the AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS promptly after ALAMEDA CTC becomes aware of any such expenditures.

5. ALAMEDA CTC shall provide timely notice to PROJECT SPONSOR prior to conducting an audit of expenditures made by PROJECT SPONSOR to determine whether such expenditures are compliant with this AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

1. That ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT may be shifted between the phases of the PROJECT or between activities in the same phase of the PROJECT, so long as each of the following occurs: 1) PROJECT SPONSOR submits a written amendment request that provides revised and updated Appendix A: Project Control Information forms documenting the requested funding obligation shift and demonstrating to ALAMEDA CTC's satisfaction that the phase or activity from which the funds were shifted remains fully funded, and 2) the parties execute an amendment to this AGREEMENT incorporating the revised and updated Appendix A forms as described above, which amendment shall be approved by ALAMEDA CTC pursuant to applicable ALAMEDA CTC policies.

2. ALAMEDA CTC and the PROJECT SPONSOR may jointly authorize an "Administrative Amendment" for any minor schedule revisions, deliverables, or budget revisions that do not increase the total ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT. Any change in the PROJECT scope of work must be approved by ALAMEDA CTC prior to implementation of the change by the PROJECT SPONSOR. Administrative amendment requests sent to ALAMEDA CTC must include a revised Appendix A: Project Control Information which reflects the requested changes by the PROJECT SPONSOR.

3. For the purposes of this AGREEMENT, (i) a "Contract" shall mean and refer to a third party agreement with the PROJECT SPONSOR for services related to PROJECT, including agreements with another public agency, consultant firm, contractor or entity; (ii) "PROJECT SPONSOR Staff" costs include costs for

staff dedicated directly to project implementation, management, oversight, and/or project development and may include direct costs including contracted services, such as legal counsel, that are considered an extension of PROJECT SPONSOR Staff; (iii) "Capital" with respect to any Right-of-Way Capital phase shall mean and refer to the cost to acquire real property, access rights and other property interests; and (iv) "Agreement Expiration Date" shall mean and refer to the expiration date of this AGREEMENT.

4. Reimbursable costs will be limited to the costs shown in Appendix A: Project Control Information. Funds expended for work directly related to the phases of the PROJECT covered by this AGREEMENT prior to the applicable allowable start date identified in Appendix B: ALAMEDA CTC ADMINISTERED FUNDS Obligated by this AGREEMENT are ineligible for reimbursement pursuant to this AGREEMENT. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are subject to fund availability and any new requirements and policies imposed by ALAMEDA CTC. The AGREEMENT shall be amended, as necessary, to reflect the applicable requirements.

5. If additional local, state or federal funding is obtained to partially offset ALAMEDA CTC ADMINISTERED FUNDS planned for the PROJECT, ALAMEDA CTC ADMINISTERED FUNDS will not be transferred from the PROJECT until after it is ensured that all phases of the PROJECT can be fully delivered. ALAMEDA CTC ADMINISTERED FUNDS offset by additional local, state or federal funding shall be available for PROJECT only after all other funding planned for PROJECT, as described in Appendix A: Project Control Information, has been committed and/or encumbered to the PROJECT.

6. Should any portion of PROJECT be financed with federal or state funds, all applicable laws, rules and policies relating to the use of such funds shall apply, notwithstanding other provisions of this AGREEMENT.

7. For TFCA funds obligated by this AGREEMENT, this AGREEMENT is subject to the current AIR DISTRICT-approved TFCA County Program Manager Fund Policies included in Appendix G: Transportation Fund for Clean Air Policies and Requirements and any new requirements imposed by the AIR DISTRICT upon ALAMEDA CTC with respect to the TFCA funds distributed hereunder. ALAMEDA CTC will only distribute TFCA funds under this AGREEMENT to the extent the documented project costs are eligible under the applicable AIR DISTRICT TFCA Policies.

8. The laws of the State of California shall govern this AGREEMENT.

9. All correspondence and communications will contain ALAMEDA CTC project number and name for PROJECT in a clearly identifiable location. For projects with TFCA funds obligated by this AGREEMENT, all correspondence and communications will also contain the TFCA project number as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

10. ALAMEDA CTC reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and PROJECT SPONSOR agrees, and shall require its contractors and subcontractors to agree, to cooperate with ALAMEDA CTC by making all appropriate and relevant PROJECT records promptly available for audit and copying.

11. PROJECT costs incurred by PROJECT SPONSOR are only eligible for reimbursement on a pro-rated basis unless specifically provided for in Appendix A: Project Control Information, and PROJECT SPONSOR is expected to concurrently seek reimbursement from the other sources shown in Project A: Project Control Information. Pro-rated basis, as used herein, equals the amount of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT to a phase, divided by the total funding for the phase, as shown in Appendix A: Project Control Information. For any Request for Reimbursement which includes such expenditures, PROJECT SPONSOR shall (i) report the total expenditures during the reimbursement period, (ii) indicate the percentage of the total expenditures for the phase expected to be funded by ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and (iii) request reimbursement for the dollar amount which equals the product of such total expenditures and such percentage.

12. ALAMEDA CTC approval of PROJECT SPONSOR submitted Requests for Reimbursement will be contingent on the submittal of progress reports and deliverables by PROJECT SPONSOR as required by this AGREEMENT. In the event that progress reports and deliverables are not complete and current, approval of Requests for Reimbursement shall be withheld until an acceptable remedy has been implemented and approved by ALAMEDA CTC. If PROJECT SPONSOR fails to submit the required deliverables or otherwise fails to meet the reporting and invoicing requirements of this AGREEMENT, ALAMEDA CTC may deobligate funds from the PROJECT and this AGREEMENT. Not less than thirty (30) days prior to the effective date of any such action, ALAMEDA CTC will endeavor to notify PROJECT SPONSOR in writing that the required deliverables, invoicing and reporting is overdue.

13. Request for Reimbursements submitted after the Agreement Expiration Date identified in Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT will be ineligible for reimbursement by ALAMEDA CTC unless an exception is requested by the PROJECT SPONSOR no less than sixty (60) days before the Agreement Expiration Date, and the exception is approved by ALAMEDA CTC. ALAMEDA CTC will deobligate any remaining ALAMEDA CTC ADMINISTERED FUNDS from PROJECT and this AGREEMENT.

14. Each Right-of-Way transaction which is funded either wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be subject to repayment or reimbursement to ALAMEDA CTC under ALAMEDA CTC Policies in effect as of the effective date of this AGREEMENT, irrespective of the party holding title to the real estate which is the subject of the Right-of-Way transaction in question. The parties agree that Section III.15(a) through Section III.15(f), the provisions of which are intended to provide further detail regarding the application of such Policies, shall govern the extent to which such repayment is required and the conditions applicable to any such repayment. If such Policies are amended after the effective date of this AGREEMENT by ALAMEDA CTC, the PROJECT SPONSOR and ALAMEDA CTC shall execute an amendment to this AGREEMENT which references the revised Policies.

15. For the purposes of the following provisions, "ALAMEDA CTC Share" shall mean the percentage share of the original property purchase price funded by ALAMEDA CTC ADMINISTERED FUNDS (i.e., if the purchase was fully funded by ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC Share shall equal 100%); any appraisal required under Section III.15(a) and Section III.15(f) only, shall be conducted at no cost to ALAMEDA CTC; "Fair Market Value" of a given property shall mean the net proceeds from the sale of such property if such sale occurs in an open market transaction or by auction, or the value of the property determined by an independent third-party appraisal of the property if some or all of the property is

retained by PROJECT SPONSOR or otherwise transferred to any other party without an auction or open market transaction; and "CPI" means the Consumer Price Index, All Items for All Urban Consumers, San Francisco-Oakland, San Jose, CA.

a. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition, and the PROJECT is cancelled or otherwise does not begin construction within five (5) years after the effective date of AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after such cancellation decision or the expiration of such five (5) year period, reimburse ALAMEDA CTC for the greater of the following: ALAMEDA CTC Share of the property's Fair Market Value or the full amount of ALAMEDA CTC ADMINISTERED FUNDS used to acquire the property, as escalated by the increase in the CPI during the most recent period for which CPI data is available which is equal in length to the period between the date ALAMEDA CTC ADMINISTERED FUNDS were paid to PROJECT SPONSOR and the date reimbursement is made to ALAMEDA CTC.

b. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition and only a portion of the acquired property is required for the PROJECT, and if the PROJECT begins construction within five (5) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after PROJECT completion, reimburse ALAMEDA CTC for ALAMEDA CTC Share of the Fair Market Value of any property determined to be "excess property".

c. If the PROJECT begins construction within five (5) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then except as provided in subparagraph (d) below, no reimbursement is due with respect to any property interest acquired for the project using ALAMEDA CTC ADMINISTERED FUNDS if the entirety of the acquired property is required for the PROJECT.

d. If PROJECT SPONSOR anticipates receiving net revenues (i.e., rental or other income generated by the property, less reasonable costs for insurance, maintenance and related items) from any property acquired using ALAMEDA CTC ADMINISTERED FUNDS, PROJECT SPONSOR shall notify ALAMEDA CTC on how PROJECT SPONSOR will use such revenue to offset other project costs, and document such revenue separately in project reimbursement requests.

e. If PROJECT is suspended, PROJECT SPONSOR shall pay all property management costs.

f. Property that is required for the PROJECT and acquired wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be available for PROJECT construction within ten (10) years of ALAMEDA CTC reimbursement to the PROJECT SPONSOR. If, after ten (10) years, PROJECT has not been completed, PROJECT SPONSOR shall reimburse ALAMEDA CTC Share of the fair market value of the property, based on the net proceeds from the sale of

the property or an appraisal of the property conducted at no cost to ALAMEDA CTC, within one (1) year after the expiration of this ten (10) year period.

16. If condemnation procedures are required to obtain possession to Right-of-Way, ALAMEDA CTC will consider the required deposit as an eligible cost and reimburse the PROJECT SPONSOR upon request. PROJECT SPONSOR shall submit documentation of the final order of condemnation settlement within ninety (90) days after the date of the court recording of the final order of condemnation. If the amount of ALAMEDA CTC reimbursement to the PROJECT SPONSOR is higher than ALAMEDA CTC Share of the amount of settlement in the final order of condemnation, the PROJECT SPONSOR shall pay ALAMEDA CTC the difference between the amount reimbursed and ALAMEDA CTC Share of the amount settled plus ALAMEDA CTC Share of the interest accrued to the deposit account within one (1) year of the final order of condemnation.

17. PROJECT SPONSOR shall not initiate condemnation of any property until full funding for the construction of the PROJECT has been secured.

18. Reimbursement to PROJECT SPONSOR by ALAMEDA CTC for PROJECT Right-of-Way is limited to the following (and net of any relocation payments provided by other sources):

a. The cost to purchase all real property required for the PROJECT free and clear of liens and/or conflicting easements, including the costs for preparation of documents, negotiations and legal services.

b. The cost of damages to owners of the remainder of real property not actually taken but injuriously affected by PROJECT.

c. The cost of relocation payments and services provided to owners and occupants pursuant to the appropriate State laws and regulations when the PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

d. The cost of demolition and/or the sale of all improvements on the right-of-way. Proceeds from the sale of any such improvements shall be credited to the PROJECT and used to offset PROJECT costs.

e. The cost of all unavoidable utility relocation, protection or removal necessary for the completion of the PROJECT.

f. The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which PROJECT SPONSOR accepts responsibility and where the actual generator cannot be identified and recovery made.

19. If PROJECT SPONSOR materially breaches this AGREEMENT, including but not limited to (i) failing to deliver the PROJECT within the schedule defined by this AGREEMENT without compelling reason, (ii) failing to file required progress reports in the time specified by this AGREEMENT, or (iii) failing to comply with applicable regulations, ALAMEDA CTC may either terminate this AGREEMENT or suspend payments to

PROJECT SPONSOR until such time as PROJECT SPONSOR makes reasonable efforts to cure any such breach and comply with all provisions of this AGREEMENT.

20. Neither ALAMEDA CTC, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with the PROJECT. It is also understood and agreed, pursuant to Government Code Section 895.4, PROJECT SPONSOR shall fully defend, protect, indemnify and hold harmless ALAMEDA CTC, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT. If TFCA funds are obligated by this AGREEMENT, PROJECT SPONSOR shall also fully defend, protect, indemnify and hold harmless the AIR DISTRICT, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, from any liability imposed on the AIR DISTRICT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT.

21. Neither PROJECT SPONSOR, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, ALAMEDA CTC shall fully defend, protect, indemnify and hold harmless PROJECT SPONSOR, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by ALAMEDA CTC in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT.

22. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT. This AGREEMENT gives no rights or benefits to anyone other than ALAMEDA CTC and PROJECT SPONSOR and has no third-party beneficiaries.

23. All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or for any other cause of action, will be subject to the statutes of limitations of the State of California.

24. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

25. This AGREEMENT shall terminate upon the Agreement Expiration Date identified in Appendix B: Funds Obligated by this AGREEMENT unless this AGREEMENT is extended by mutual agreement of the parties. Notwithstanding the foregoing, Sections I.7, I.19, III.20 and III.21 shall survive the termination or expiration of this AGREEMENT. PROJECT SPONSOR has 90 days after the Agreement Expiration Date to submit complete and accurate invoices to ALAMEDA CTC to make final allowable

payments for PROJECT costs in accordance with the terms of this AGREEMENT. Failure to submit complete and accurate invoices within this period of time shall result in a waiver by PROJECT SPONSOR of its right to reimbursement of expended costs for which invoices have not yet been submitted.

26. No delay or omission in the exercise of any right or remedy of either party on any breach or default by the other party shall impair such right or remedy or be construed as a waiver.

27. This AGREEMENT, including its Recitals and Appendices, constitutes the entire AGREEMENT. This AGREEMENT may be changed only as allowed in Sections III.1 and Section III.2 of this AGREEMENT or by a written amendment executed by both parties.

[Signatures on the next page]

CITY OF UNION CITY
(PROJECT SPONSOR)

By: _____

Joan Malloy Date
City Manager

ALAMEDA COUNTY
TRANSPORTATION COMMISSION
(ALAMEDA CTC)

By: _____

Tony Tavares Date
Executive Director

Recommended

By: _____

Vivek Bhat Date
Senior Director of Programming and Projects

Reviewed as to Budget/Financial Controls:

By: _____

Patricia Reavey Date
Deputy Executive Director of Finance and Administration

Approved as to Legal Form:

By: _____

Kristopher Kokotaylo Date
Legal Counsel to CITY OF UNION CITY

Approved as to Legal Form:

By: _____

Fennemore LLP Date
Legal Counsel to ALAMEDA CTC

LIST OF APPENDICES

APPENDIX A: PROJECT CONTROL INFORMATION

Appendix A-1	Project Description
Appendix A-2	Project Scope Detail by Phase
Appendix A-3	Project Milestone Schedule
Appendix A-4	Project Cost Estimate Summary by Phase and Fund Source
Appendix A-5	Project Funding Summary by Phase and Reimbursement Ratio
Appendix A-6	Project Phase Cost Detail

APPENDIX B: ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT

APPENDIX C: ALAMEDA CTC REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

APPENDIX D: LOCAL BUSINESS CONTRACT EQUITY PROGRAM REQUIREMENTS

APPENDIX E: DELIVERABLES AND DUE DATES

APPENDIX F: PROJECT PERFORMANCE MEASURES

APPENDIX G: TRANSPORTATION FUND FOR CLEAN AIR POLICIES AND REQUIREMENTS

Appendix G-1	TFCA Project Number and "Years of Effectiveness"
Appendix G-2	TFCA County Program Manager Fund Policies and Insurance Requirements
Appendix G-3	Air District TFCA Logos

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

APPENDIX A

PROJECT CONTROL INFORMATION

Appendix Index

Appendix A-1	Project Description
Appendix A-2	Project Scope Detail by Phase
Appendix A-3	Project Milestone Schedule
Appendix A-4	Project Cost Estimate Summary by Phase and Fund Source
Appendix A-5	Project Funding Summary by Phase and Reimbursement Ratio
Appendix A-6	Project Phase Cost Detail

APPENDIX A-1

PROJECT DESCRIPTION

Project Description:

Project will install electric vehicle supply equipment (EVSE) along with related equipment and required upgrades to the Union City Public Works Maintenance Facility (CorpYard) to support charging Union City Transit's fourteen (14) battery electric buses (BEB) on order and scheduled for delivery in Fall 2025, four (4) BEBs to be procured in the 2028-2029 time horizon, and up to ten (10) future demand response electric vehicles in support of micro transit and paratransit to be procured over the next five (5) years.

Project Location and Limits

- Union City Public Works Maintenance Facility located at 34650 Seventh Street, Union City, CA 94587

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:

CONSTRUCTION

- Install electric vehicle supply equipment along with related equipment and required upgrades to the Union City Public Works Maintenance Facility to support charging Union City Transit's electric vehicle transition

Non-Participating Costs / Not Eligible for Reimbursement

Costs not eligible for reimbursement by this AGREEMENT include, but are not necessarily limited to:

- Costs incurred for services, fees, or amenities not related to the PROJECT scope that are funded through ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT as the eligible scope is defined in Appendix A-1: Project Description and Appendix A-2: Project Scope Detail by Phase.
- Sponsor Staff/Labor costs unless otherwise defined as allowed in Appendix A-6: Project Cost Detail.

APPENDIX A-3

PROJECT MILESTONE SCHEDULE

Phase/Milestone	Begin (Mo/Yr)	End (Mo/Yr)
Construction		
Order 14 Battery Electric Bus (BEB) Chargers	8/2025	02/2026
Release Request for Proposal / Advertisement	11/2025	12/2025
Contract Award	01/2026	02/2026
Construction Activity	02/2026	09/2026
BEB Chargers - Delivery and Installation	02/2026	03/2026
BEB Chargers - Operations Start	04/2026	
Contract Acceptance		11/2026
Project Closeout	01/2027	06/2027

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.

PROJECT COST SUMMARY BY PHASE AND FUND SOURCE				
PHASE	**Alameda CTC Administered Funds**		**Sponsor Funds**	**Total Funding**
	2010 VRF Disc-Tech	**TFCA FYE26**	**Various Sources**	
PE/Environmental	$ -	$ -	$75,000	**$75,000**
Final Design (PS&E)	$ -	$ -	$175,000	**$175,000**
Construction	$1,017,000	$483,000	$3,768,000	**$5,268,000**
Total Project Cost	**$1,017,000**	**$483,000**	**$4,018,000**	**$5,518,000**

Notes:

1. ALAMEDA CTC ADMINISTERED FUNDS identified with a [Note 1] are shown within this Project Cost Summary for funding plan informational purposes. These funds are not encumbered within this AGREEMENT.
2. To Be Determined (TBD) Column includes unknown and unsecured funding amounts to the project.

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:

PROJECT FUNDING SUMMARY BY PHASE AND REIMBURSEMENT RATIO					
PHASE	**Alameda CTC Administered Funds**		**Matching Funds**	**Total Funding**	**Reimbursement Ratio Percentage**
	2010 VRF Disc-Tech	**TFCA FYE26**			
Construction	$1,017,000	$483,000	$3,768,000	**$5,268,000**	**28.47%**
Total Funding	**$1,017,000**	**$483,000**	**$3,768,000**	**$5,268,000**	

Notes:

1. 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.

PHASE COST DETAIL				
CONSTRUCTION	**2010 VRF Disc-Tech**	**TFCA FYE26**	**Matching Funds**	**Total Cost**
Sponsor Staff/Labor Cost	$ -	$ -	$ -	**$ -**
Contract(s)	$1,017,000	$483,000	$3,768,000	**$5,268,000**
Other Direct Costs	$ -	$ -	$ -	**$ -**
Total Phase Cost *(Staff + Contract Costs + Other Direct Costs)*	**$1,017,000**	**$483,000**	**$3,768,000**	**$5,268,000**

Notes:

- The costs and fund sources for all contracts for professional services or construction for the Project shall be shown in the "Contract(s)" line. "Other Direct Costs" consists of expenditures on such items as delivery services, printing services, and travel, where no RFPs/RFQs or bids are required.
- 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).
- Costs and funds may be moved between Contract(s) and Other Direct Costs through an Administrative Amendment pursuant to Section III.2 of this AGREEMENT, so long as (i) ALAMEDA CTC is notified in advance prior to any expenditures on either category in excess of the amounts then shown in this table, and (ii) any proposed amendment which changes the Total Costs for Contract(s) from zero to a positive number must be approved by ALAMEDA CTC prior to PROJECT SPONSOR seeking proposals, qualifications, or bids for such contract(s).

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.

TABLE B-1
FUNDS OBLIGATED BY THIS AGREEMENT
AND ALLOWABLE START AND EXPENDITURE DEADLINE DATES

Fund Source	Fund Subset	Phase	Commission Approval Date	Allowable Start Date	Expenditure Deadline Date	Obligated Amount
2010 VRF	Disc-Tech	CON	5/22/2025	7/1/2025	12/31/2026	$1,017,000
TFCA	FYE26	CON	5/22/2025	7/1/2025	Est. 11/1/2026	$483,000
Total Alameda CTC Administered Funds Obligated by AGREEMENT:						**$1,500,000**

Agreement Expiration Date:	**June 30, 2027**

Notes:

1. ALAMEDA CTC reimbursement amounts by fund source for PROJECT shall not exceed the total amount obligated by this AGREEMENT, by fund source.
2. The Commission Approval Date is the date of the meeting at which the Commission approved the allocation.
3. 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 earliest Allowable Start Date shown in this column represents the effective date of this AGREEMENT. The Allowable Start Date may be established as early as the Commission Approval Date of the allocation.
4. 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.
5. The Agreement Expiration Date shall mean and refer to the expiration date of this AGREEMENT.
6. 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 the AIR DISTRICT, unless an extended deadline is approved at the time of programming, or an extension has been approved by ALAMEDA CTC. An estimated deadline date is noted in the above table if at the time of this agreement Alameda CTC has yet to receive funds from the AIR DISTRICT. Extended deadlines will be reflected in an amended Table B-1, once approved.

APPENDIX C

REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

The below table establishes the required minimum frequency for Requests for Reimbursement and Progress Reports, and final close reporting requirements, as indicated below with an "X".

REQUEST FOR REIMBURSEMENT AND REPORTING FREQUENCY AND DUE DATES			
Minimum Frequency	**Required**	**Period Covered**	**Due Dates**
Quarterly *(once every 3 months)*			
Request for Reimbursement	☐	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 31st By January 31st By April 30th By July 31st
Alameda CTC Progress Report	☐		
Semi-annually *(once every 6 months)*			
Request for Reimbursement	☒	Quarters 1 & 2: 7/1 – 12/31 Quarters 3 & 4: 1/1 – 6/30	By January 31st By July 31st
Alameda CTC Progress Report	☒		
Final Closeout Reporting			
Final Request for Reimbursement	☒	Any work period eligible under Appendix B.	By 60 days prior to Agreement Expiration Date
Alameda CTC Final Report	☒	Entire project period.	By Agreement Expiration Date

Notes:

1. For all projects, the maximum frequency for Requests for Reimbursement is one (1) per month.
2. A progress report required regardless of whether expenses occurred or not during the reporting period.

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 agreement amendment requests. 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. Amendment Request Form

APPENDIX D

LOCAL BUSINESS CONTRACT EQUITY PROGRAM REQUIREMENTS

As noted in Section I.13, 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 Project Sponsor's local preference program has been approved in writing by the Alameda CTC's LBCE Liaison Officer. PROJECT SPONSOR shall obtain approval of any such substitution prior to the advertisement of any procurements potentially eligible for reimbursement under this AGREEMENT.

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 contracts 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 Contract Services and Operations
  Alameda County Transportation Commission
  Email: scho@alamedactc.org
  Phone: (510) 208-7472

APPENDIX E

DELIVERABLES AND DUE DATES

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

Additionally, PROJECT SPONSOR must also submit Request for Reimbursement forms and Progress Reporting as required per Appendix C.

Deliverables and Due Dates		
No.	**Description**	**Due Date to Alameda CTC**
Construction Deliverables		
1	Documentation of insurance coverage during construction phase (See Appendix G for minimum insurance requirements for TFCA-funded projects).	01/31/26
2	Before and After photos of completed BEB charger installation	07/31/26
3	Before and After photos of overall construction completion	01/31/27
4	Confirmation of construction completion E.g., copy of governing board acceptance, notice of completion or similar.	01/31/27
Final Closeout Deliverables		
5	Documentation of completed publicity requirements per Section I.20. E.g., funding agency credit/logo usage on websites, articles, construction signage and purchased/installed equipment (see notes below table).	01/31/27
6	Final Invoice	04/30/27
7	Final Report	By the Agreement Expiration Date

Note:

- Per Section III.12 of AGREEMENT, Alameda CTC may withhold payment of reimbursement requests until past due deliverables are received and approved.
- Regarding the publicity requirements, the Air District requires its logo to remain affixed to the installed charging equipment.

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	TFCA County Program Manager Fund Policies and Insurance Requirements
Appendix G-3	Air District TFCA Logos

APPENDIX G-1

TFCA PROJECT NUMBER AND "YEARS OF EFFECTIVENESS"

The PROJECT's established TFCA Project Number is to be included on all PROJECT reports and invoices.

The PROJECT's established period for TFCA "Years of Effectiveness" is used by Alameda CTC and Bay Area Air Quality Management District (Air District) to evaluate the cost effectiveness of the PROJECT and represents the minimum period of time PROJECT SPONSOR is to maintain and/or operate the PROJECT, per Air District requirements. It is not intended to reflect the number of years a capital project is expected to last.

TFCA Project Number:

- 26ALA11

TFCA "Years of Effectiveness":

- 2.75 years

APPENDIX G-2

TFCA COUNTY PROGRAM MANAGER FUND POLICIES AND INSURANCE REQUIREMENTS

Note: The referenced documents are available for view and download from Alameda CTC's TFCA webpage <https://www.alamedactc.org/funding/transportation-fund-for-clean-air>. As incorporated into this AGREEMENT, (i) the term "Air District" in the policies shall be deemed to mean and refer to Bay Area Air Quality Management District, (ii) "Program Manager" shall be deemed to mean and refer to ALAMEDA CTC, and (iii) "GRANTEE" shall be deemed to mean and refer to PROJECT SPONSOR.

AIR DISTRICT-APPROVED TFCA COUNTY PROGRAM MANAGER/40% FUND POLICIES

The PROJECT is to be consistent with the *AIR DISTRICT'S Board-Adopted Policies Commencing FYE 2026* for the County Program Manager (or 40%) Fund (Appendix D of *AIR DISTRICT's TFCA 40% Fund Expenditure Plan Guidance Commencing Fiscal Year Ending 2026 ("Air District TFCA 40% Guidance")*).

TFCA INSURANCE REQUIREMENTS

The PROJECT is to comply with the below Alameda CTC insurance requirements for TFCA projects, as well as the Air District's *Insurance Guidelines* (Appendix F of *Air District TFCA 40% Guidance*).

- **Verification of Coverage**

  PROJECT SPONSOR is required to provide certificates and/or other evidence of the required insurance coverage prior to the execution of a fund-transfer agreement and annually thereafter throughout and until project completion. Certificates, policies and other evidence provided shall specify that ALAMEDA CTC and BAAD shall receive 30 days advanced notice of cancellation from the insurers.

  Additionally, PROJECT SPONSOR is to require all professional services consultants, contractors and subcontractors involved with the PROJECT to name ALAMEDA CTC, its officers, employees and consultants as additional insured on all insurance required by PROJECT SPONSOR for PROJECT.

- **Minimum Scope of Insurance**

  Throughout the Term of the AGREEMENT, PROJECT SPONSOR shall obtain and maintain in full force and effect the Liability Insurance and Property Insurance as set forth below:

  1. **Liability Insurance:** With a limit of not less than $1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of SPONSOR, and to the operation of the vehicles, vessels, engines or equipment operated by Sponsor.
  2. **Property Insurance:** In an amount of not less than the insurable value of PROJECT SPONSOR's vehicles, vessels, engines or equipment funded under the Agreement, and covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.
  3. **Workers Compensation Insurance:** As required by California law and employers' insurance with a limit of not less than $1 million.

- **Acceptability of Insurers**

  Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. ALAMEDA CTC may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

Appendix F: Insurance Guidelines

This appendix provides guidance on the insurance coverage and documentation typically required for TFCA 40% Fund projects. Note that the Air District reserves the right to specify different types or levels of insurance in the Funding Agreement.

The typical Funding Agreement requires that each Project Sponsor provide documentation showing that they meet the following requirements for each of their projects. The administering agency is not required to meet these requirements itself, unless it is acting as a Project Sponsor.

1. Liability Insurance:

Corporations and Public Entities - a limit of not less than $1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

Single Vehicle Owners - a limit of not less than $750,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

2. Property Insurance:

New Equipment Purchases - an amount of not less than the insurable value of Project Sponsor's vehicles, engines or equipment funded under this Agreement, and covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

Retrofit Projects - 2003 model year vehicles or engines or newer in an amount of not less than the insurable value of Project Sponsor's vehicles, engines or equipment funded under this Agreement, and covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

3. **Workers Compensation Insurance:**

Construction projects – including but not limited to bike/pedestrian paths, bike lanes, smart growth and vehicle infrastructure, as required by California law and employers' insurance with a limit not less than $1 million.

4. Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

The following table lists the type of insurance coverage generally required for each project type. The requirements may differ in specific cases. Administering agencies should contact the Air District liaison with questions, especially about unusual projects.

Air District TFCA 40% Guidance FYE 2026

Project Category	Liability	Property	Workers Compensation
Vehicle purchase and lease	X	X	
Engine retrofits	X	X	
Operation of shuttle services	X		X
Operation of vanpools	X		
Construction of bike/pedestrian path or overpass	X		X
Construction of bike lanes	X		X
Construction of cycle tracks/separated bikeways	X		X
Construction of smart growth/traffic calming projects	X		X
Construction of vehicle fueling/charging infrastructure	X	X	X
Arterial management/signal timing	X		X
Purchase and installation of bicycle lockers and racks	X	X	X
Transit marketing programs	X		
Ridesharing projects	X		X
Bike Share projects	X	X	X
Transit pass subsidy or commute incentives	X		
Guaranteed Ride Home Program	X		

APPENDIX G-3

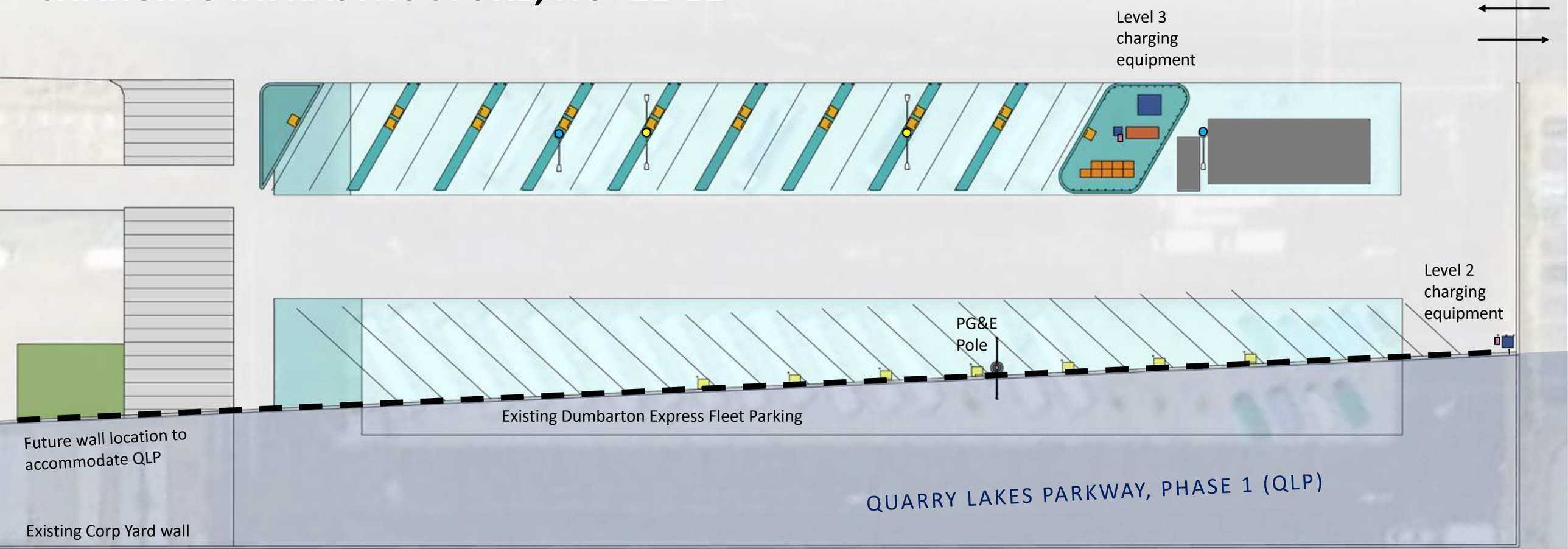
AIR DISTRICT TFCA LOGOS

PROJECT SPONSOR shall comply with all of the publicity requirements to inform the public on the use of ALAMEDA CTC ADMINISTERED FUNDS on the PROJECT, including TFCA funding, as detailed in the Recitals Section I-21 of this AGREEMENT.

- A link to download Air District's latest logos is available on Alameda CTC's TFCA webpage <https://www.alamedactc.org/funding/transportation-fund-for-clean-air>.

- Physical logo decals for affixing to equipment purchased and/or installed with TFCA funding including fueling/charging infrastructure, bike racks, signal boxes, and vehicles are available upon request to Alameda CTC staff, whose contact information is listed on Alameda CTC's TFCA webpage.

UC TRANSIT BATTERY ELECTRIC BUS (BEB) CHARGING INFRASTRUCTURE, NO. 22-11



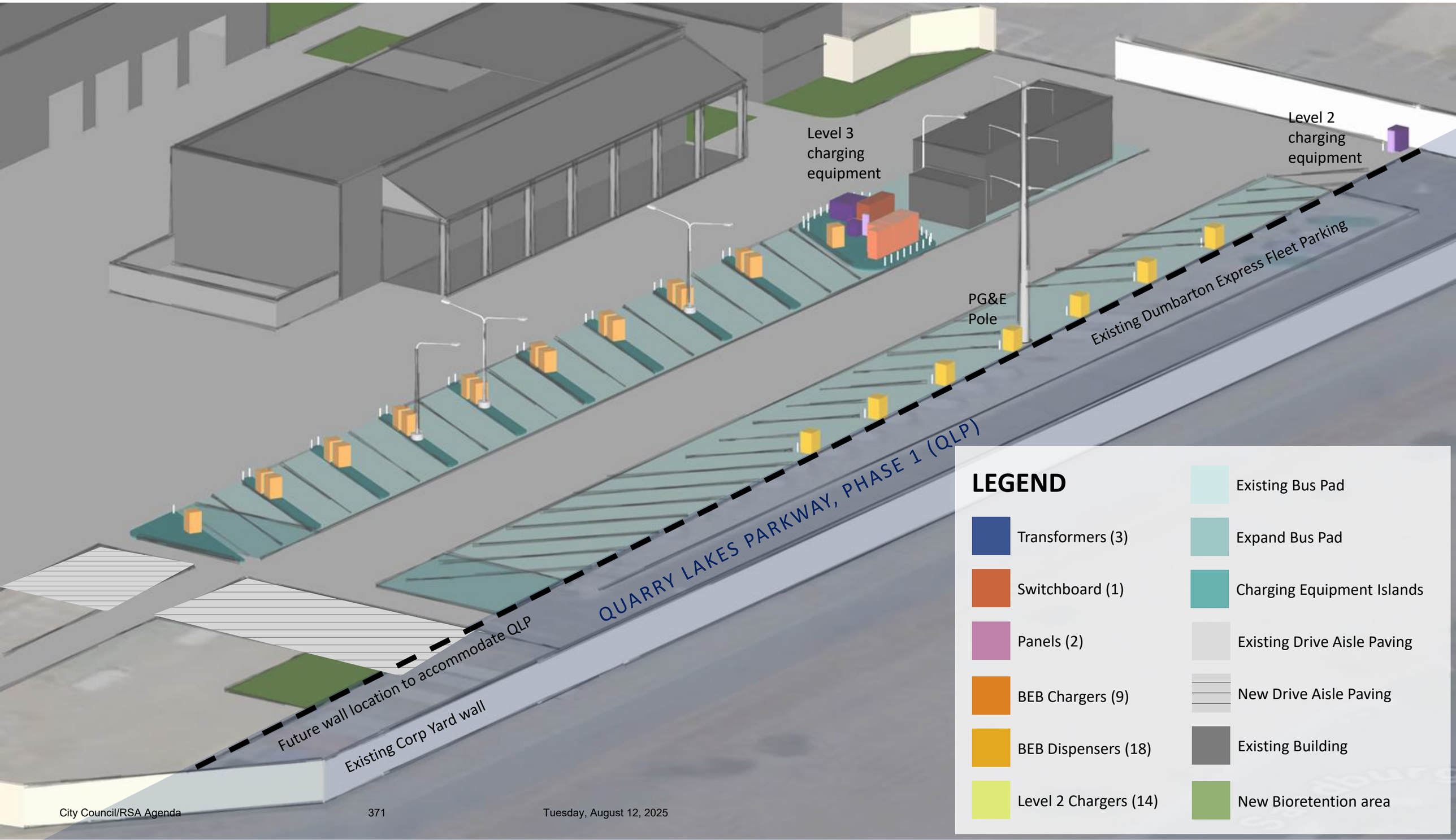
Public Works Maintenance Facility (Corp Yard)
34650 7th St, Union City, CA 94587

LEGEND

- Existing Bus Pad
- Expand Bus Pad
- Charging Equipment Islands
- Existing Paving
- New Paving
- Existing Building
- Transformers (3)
- Switchboard (1)
- Panels (2)
- BEB Chargers (9)
- BEB Dispensers (18)
- Level 2 Van Chargers (14)
- New Bioretention area
- Existing Light Pole
- New Light Pole

UC TRANSIT BATTERY ELECTRIC BUS (BEB) CHARGING INFRASTRUCTURE, CITY PROJECT NO. 22-11

Public Works Maintenance Facility (Corp Yard)
34650 7th St, Union City, CA 94587



City of Union City
Union City Transit Battery Electic Bus (BEB) Charging Infrastructure, City Project No. 22-11
Engineer's Opinion of Probable Construction Costs for AlaCTC 2026 CIP
Preliminary Design
Prepared October 16, 2024

Item No.	Bid Item	Quantity	Unit	Unit Price	Total
	ABB Chargers/Dispensers				
1	150kW ABB Chargers	8	EA	$255,000	$2,040,000
2	Level 3 PCS/Dispensers	16	LS	$120,000	$1,920,000
3	Charging Dispenser Foundation (18-inc diameter x 3 feet deep)	16	EA	$15,000	$240,000
4	3/4-Inch Conduit for 120V Power Cable (LDP3 -Dispensers 1-18)	1,705	LF	$84	$143,220
5	Combined Charger Foundation (7 ft x 24 ft x 1.5ft)	1	LS	$23,000	$23,000
					$4,366,220
	Misc Civil Work				
6	Extend Concrete Bus Parking	1	LS	$50,000	$50,000
7	Median Island (Electrical Equipment & Transformer)	1	LS	$400,000	$400,000
8	Median Island Charging Stations	1	LS	$100,000	$100,000
9	BEB Lighting	2	EA	$50,000	$100,000
					$650,000
				SUBTOTAL	$5,016,220

Contingency @10%	$501,622
TOTAL with Contingency	**$5,518,000**
25% Local Match	$1,379,500
TOTAL 2026 CIP REQUEST	**$4,138,500**

☐ No Design Completed

☐ Preliminary Design
Final Design

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known.

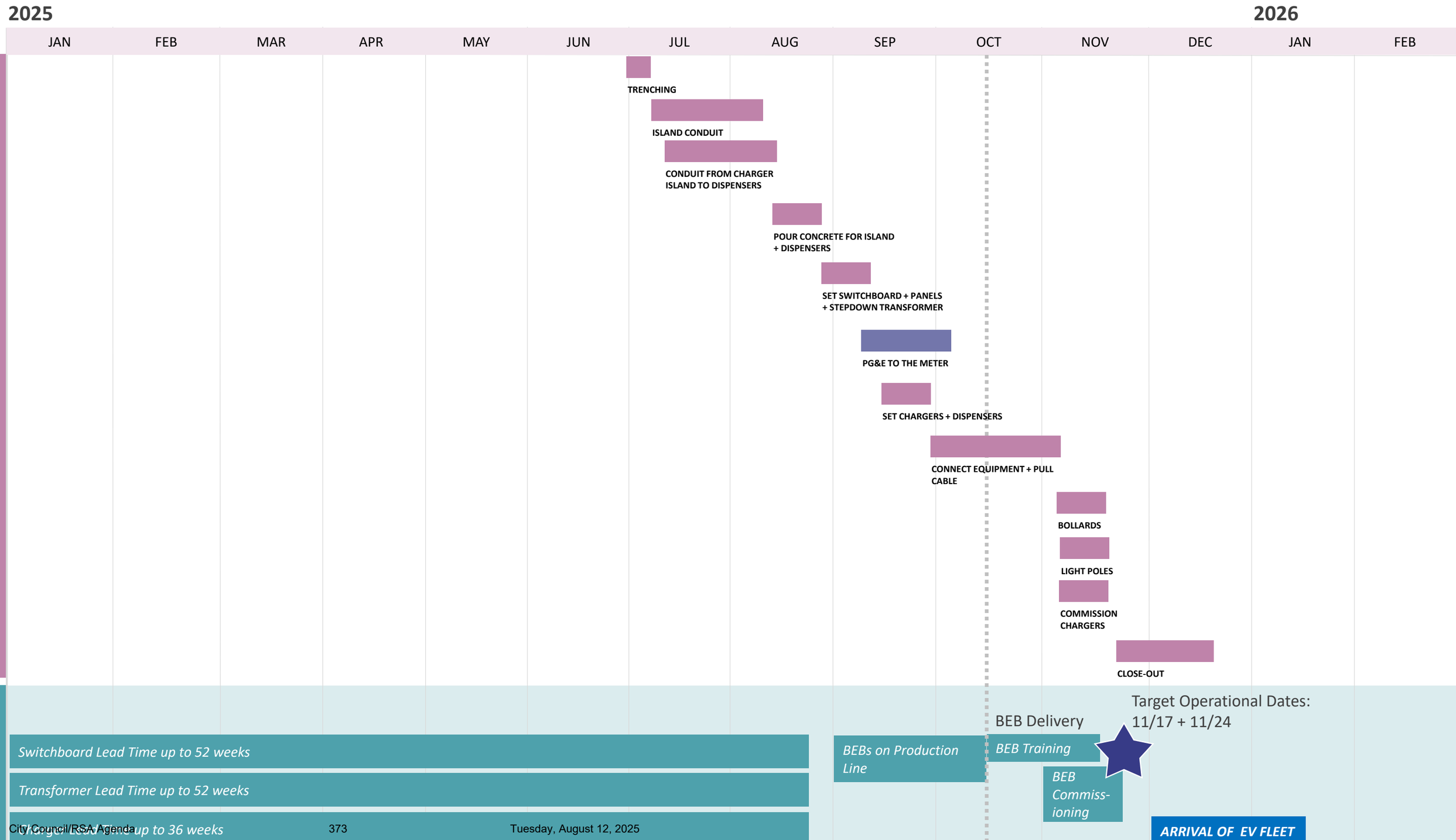
UNION CITY

UNION CITY TRANSIT BATTERY ELECTRIC BUS (BEB) CHARGING INFRASTRUCTURE, CITY PROJECT NO. 22-11

PROPOSED CONSTRUCTION SCHEDULE

October 2024

GROUP 4 ARCHITECTURE



RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY ACCEPTING $1,500,000 FROM THE ALAMEDA COUNTY TRANSPORTATION COMMISSION FOR THE UNION CITY TRANSIT FLEET ELECTRIFICATION PROJECT, CITY PROJECT NO. 22-11, AMENDING THE FISCAL YEAR 2025-2026 CAPITAL PROJECTS GRANTS FUND BUDGET, AND AUTHORIZING THE CITY MANAGER TO SIGN THE PROJECT FUNDING AGREEMENT FOR THE UNION CITY TRANSIT FLEET ELECTRIFICATION PROJECT, CITY PROJECT NO. 22-11, IN A FORM APPROVED BY THE CITY ATTORNEY

WHEREAS, the Alameda County Transportation Commission ("Alameda CTC") administers funding programs for projects and programs that benefit the Alameda County transportation system, consisting of the 2000 Measure B, the 2010 Vehicle Registration Fee ("VRF"), the 2014 Measure BB, the Congestion Management Agency Transportation Improvement Program ("CMA-TIP"), and the Transportation Fund for Clean Air ("TFCA") Programs, and such funding is collectively defined as, and shall be referenced herein, as the "Alameda CTC Administered Funds"; and

WHEREAS, the Alameda CTC adopted the 2026 Comprehensive Investment Plan ("CIP") Guidelines at its Commission meeting on May 23, 2024, which includes procedures governing the 2026 CIP application process, programming guidelines, and eligible uses of Alameda CTC Administered Funds; and

WHEREAS, the Union City Transit Fleet Electrification Project, City Project No. 22-11, will install 150kW chargers from ABB, median islands with charge dispensers for each vehicle plus some redundancy, foundations for electrical equipment, electric conduit, a median island for the PG&E transformer and other electrical equipment, concrete bus pad modifications, and new lighting at the Public Works Maintenance Facility (Corporation Yard) to support Union City Transit's fourteen (14) BEBs. The buses are on order and scheduled for delivery in late 2025, and the total construction cost for the project is estimated at $5,518,000, and the total project cost is estimated at $6,229,090; and

WHEREAS, on September 1, 2024, Alameda CTC released the Call for Projects for the 2026 CIP with $100 million in combined Alameda CTC-administered discretionary local funding sources, including Measures B and BB (MB/MBB), VRF, and TFCA for eligible capital projects and programs within Alameda County. The 2026 CIP will program funding for FY 2025-2026 through FY 2029-2030. The Call for Projects period ended on October 31, 2024; and

WHEREAS, on October 22, 2024, the City Council adopted Resolution No. 6378-24, authorizing the filing of an application requesting $4,138,500 for the Union City Transit Fleet Electrification Project, City Project No. 22-11, in the Alameda CTC's 2026 CIP Call for Projects grant application process; and

WHEREAS, on May 22, 2025, Alameda CTC notified Union City that the Commission approved an award of $1,500,000 to the Union City Transit Fleet Electrification Project, City Project No. 22-11.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby accepts $1,500,000 from the Alameda County Transportation Commission via Project Funding Agreement No. A25-0056 and authorizes the use of those funds for the Union City Transit Fleet Electrification Project; and

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby amends the FY 2025-2026 Capital Projects Grants Fund revenue budget by increasing the revenue projection in Account Number 41092211-44502 (Capital Projects Grants Fund – Union City Transit Fleet Electrification Project – Misc. County/Local Grants) by $248,028 (the previously estimated grant amount of $1,251,972 was already budgeted in the Five-Year CIP); and

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby amends the FY 2025-2026 Capital Projects Grants Fund expenditure budget by appropriating $248,028 (the previously estimated total project cost of $5,981,062 was already budgeted in the Five-Year CIP) to Account Number 41092211-57112 (Capital Projects Grants Fund – Union City Transit Fleet Electrification Project – Land Improvements) for the Union City Transit Fleet Electrification Project; and

BE IT FURTHER RESOLVED that the City Council of the City of Union City hereby authorizes the City Manager to sign Alameda CTC PFA No. A25-0056, which awards a grant in the amount of $1,500,000 to the City for the Union City Transit Fleet Electrification Project, City Project No. 22-11, in a form approved by the City Attorney.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: **ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC., IN THE AMOUNT OF $954,000, FOR A TOTAL CONTRACT AMOUNT OF $1,973,950, FOR THE CORPORATION YARD PRELIMINARY AND FINAL DESIGN OF THE UNION CITY TRANSIT FLEET ELECTRIFICATION PROJECT, CITY PROJECT NO. 22-11, WHICH IS INCLUDED IN THE CORPORATION YARD MASTER PLAN**

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Third Amendment to the Consulting Services Agreement with Group 4 Architecture, Research + Planning, Inc. (Group 4), in the amount of $954,000, for a total contract amount of $1,973,950, for the Union City Transit Fleet Electrification Project, City Project No. 22-11, which is included in the Corporation Yard Master Plan.

STRATEGIC PLAN ALIGNMENT

This agenda item is aligned with the following:

Goal D, Strategy 9: Transition the UC Transit fleet to zero emissions.

Goal D, Strategy 10: Create and Implement a plan to maintain and upgrade the City's buildings.

BACKGROUND

On December 14, 2018, the California Air Resources Board (CARB) implemented the Innovative Clean Transit (ICT) regulation requiring all transit agencies to gradually transition bus fleets to zero-emission technologies. In accordance with this regulation, Union City Transit is required to have twenty-five percent (25%) of its fixed-route bus procurements to be zero-emission by 2026.

On February 25, 2020, the City Council adopted Resolution No. 5568-20 to support the effort in securing additional funding opportunities by making the commitment to convert the Union City Transit fixed-route fleet to zero-emission vehicles.

Following this commitment, the City of Union City and Union City Transit have been coordinating with the Metropolitan Transportation Commission (MTC), CARB, the Alameda County Transportation Commission (Alameda CTC), and the Federal Transit Administration (FTA) on the funding opportunities to convert the City's Compressed Natural Gas (CNG) fixed-route buses to battery electric buses (BEB). Union City Transit staff were able to secure both an FTA Section 5307 formula funding grant and an FTA Section 5339(c) Low or No Emission Vehicle (Low-No) discretionary grant for fixed-route BEB.

On March 22, 2022, the City Council adopted Resolution No. 5906-22, accepting the Low-Carbon Transit Operations Project (LCTOP), Electric Vehicle Charging Infrastructure for Union City Transit Fleet, in the amount of $215,572.

On January 10, 2023, the City Council adopted Resolution No. 6067-23, authorizing the purchase of fourteen (14) fixed-route BEBs to replace the fourteen (14) CNG fixed-route buses that have reached the end of their twelve (12) year useful lives. The Union City Transit BEBs on order are scheduled to enter production in early October 2025 with all vehicles delivered by the end of December 2025.

To support charging the new BEB fleet, the City needs to modify the Corporation Yard (Corp Yard) by constructing new dedicated transit electric chargers which include dispensers at each of the bus stalls and associated electric vehicle supply equipment (EVSE) to maintain a reliable connection between the Pacific Gas & Electric (PG&E) source and the BEBs.

On September 8, 2023, the City entered into a Consulting Services Agreement with Group 4 Architecture in the amount of $74,950 to assist Public Works in the development of the Corporation Yard Master Plan, City Project No. 23-26, to better understand the construction impacts of Quarry Lakes Parkway, Phase 1, along with impacts to Corp Yard operations. The existing Corporation Yard, located on 7th Street, supports the maintenance and operations of the Public Works Department consisting of the Grounds/Parks, Streets, Fleet/Garage and Facilities Divisions along with Union City Transit and the Dumbarton Express service.

On August 13, 2024, the City Council adopted Resolution No. 6353-24, approving the First Amendment to the Consulting Services Agreement with Group 4 Architecture, Research + Planning, Inc. (Group 4), to update the Corporation Yard Master Plan, Phase 1: Near-Term Improvements, to include the reconfiguration of the bus parking and the design of the BEB infrastructure.

On October 22, 2024, the City Council adopted Resolution No. 6378-24, authorizing the filing of an application requesting $4,138,500 for the Union City Transit Fleet Electrification Project, City Project No. 22-11, in the Alameda CTC's 2026 CIP grant application process.

On January 1, 2025, the City entered into the Second Amendment to the Consulting Services Agreement with Group 4 to incorporate the Corp Yard preliminary and final design of the Union City Transit Fleet Electrification Project, City Project No. 22-11.

On May 22, 2025, Alameda CTC notified the City that the Commission approved an award of $1,500,000 to the Union City Transit Fleet Electrification Project, City Project
No. 22-11.

DISCUSSION

Currently, all Union City Transit buses, Demand Response Vehicles, and Dumbarton Express buses are parked and operated from the Corp Yard. With the anticipated arrival of 14 additional electrical buses by the end of 2025 and the construction of the fleet electrification project underway simultaneously, continuing both Public Works operations and Transit operations presents a significant logistical challenge.

Group 4 has been working with Union City Transit and Public Works staff on the design of the BEB charging infrastructure as part of the reconfiguration and improvements of the Corp Yard. The City has also entered into agreement with PG&E as part of their Electrical Vehicle Fleet (EV Fleet) Program to design and construct the supply system, referred to as "To The Meter" (TTM) infrastructure, which includes the transformer, associated substructures, cables, and conduits necessary to deliver the necessary power to the meter. The City is responsible for designing and constructing the distribution system, referred to as "Behind The Meter" (BTM) infrastructure, which includes cables, conductors, transformers, switchboard, and associated substructures from the meter to the equipment used for charging BEBs.

Staff has identified the underutilized BART parking lot at Block 6 in the Station District as a suitable site for temporary bus parking during the construction of the fleet electrification project.

The Third Amendment to the Consulting Agreement with Group 4, in the amount of $954,000, if approved, will provide the preliminary and final design of the Transit fleet electrification infrastructure and optional construction support, including all Battery Electric Bus (BEB) infrastructure and related site improvements in support of the new infrastructure, for the Union City Transit Fleet Electrification Project, City Project No. 22-11, which is included in the Corp Yard Master Plan.

FISCAL IMPACT

The Third Amendment to the Consulting Services Agreement with Group 4 Architecture, Research + Planning, Inc., for the Corporation Yard Preliminary and Final Design of the Union City Transit Fleet Electrification Project, City Project No. 22-11, in the amount of $954,000, will be funded with Public Improvements Fund monies (Account Number 41692211-57115), bringing the total contract amount to $1,973,950.

There is no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Third Amendment to the Consulting Services Agreement with Group 4 Architecture, Research + Planning, Inc., in the amount of $954,000, for a total contract amount of $1,973,950, for the Corporation Yard Preliminary and Final Design of the Union City Transit Fleet Electrification Project, City Project No. 22-11, which is included in the Corporation Yard Master Plan.

Prepared by:

Marilou Ayupan, Public Works Director

Submitted by:

Marilou Ayupan, Public Works Director

ATTACHMENTS:

	Description	Type
🗋	Attachment 1 - Third Amendment	Attachment
🗋	Draft Resolution	Resolution

THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT (C6049) WITH GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC. FOR THE CORPORATION YARD PRELIMINARY AND FINAL DESIGN OF THE UNION CITY TRANSIT FLEET ELECTRIFICATION PROJECT, CITY PROJECT NO. 22-11

THIS THIRD AMENDMENT (the "Third Amendment") is effective as of this **12th day of August 2025** by and between **THE CITY OF UNION CITY,** a municipal corporation, ("City") and **GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.** ("Consultant"), collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, on September 8, 2023, the Parties entered into a Consulting Services Agreement (C6049) ("Agreement") wherein the Consultant will provide the City with consulting services related to Corporation Yard Master Plan, City Project No. 23-26, in the amount of $74,950; and

WHEREAS, on August 13, 2024, the Parties entered into a First Amendment to the Consulting Services Agreement (C6049) ("First Amendment") to amend the scope of services, extend the term of services, and increase the compensation, in the amount of $945,000, for a not-to exceed contract amount of $1,019,950; and

WHEREAS, on January 1, 2025, the Parties entered into a Second Amendment to the Consulting Services Agreement (C6049) ("Second Amendment") to amend the scope of services, extend the term of services, and update the fee schedule; and

WHEREAS, the Parties desire to further amend the Agreement to amend the scope of services, extend the term of services, and increase the compensation to the Consultant; and

WHEREAS, the City and Consultant desire to enter into this Third Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. The "Scope of Services", as set forth in Exhibit A of the Agreement, is hereby amended by replacing Exhibit A of the Second Amendment with Exhibit A of this Third Amendment, attached hereto and incorporated herein by reference.

2. The "Term of Services," as set forth in the first sentence of Section 1.1 of the Agreement, is hereby extended to **June 30, 2026**.

3. The first sentence of Section 2 "COMPENSATION", of the Agreement is hereby amended to reflect payment based upon a sum increase of **Nine Hundred Fifty-Four Thousand Dollars ($954,000)**, as set forth in Exhibit B of this Third Amendment. The total compensation under the Agreement, including this Amendment, shall not exceed a total contract amount of **One Million Nine Hundred Seventy-Three Thousand Nine Hundred Fifty Dollars ($1,973,950)**. The first sentence shall now read:

City hereby agrees to pay Consultant a sum not to exceed **One Million Nine Hundred Seventy-Three Thousand Nine Hundred Fifty Dollars ($1,973,950)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement.

4. All other provisions of the Agreement, remain unchanged except as modified by this Third Amendment.

IN WITNESS WHEREOF, the City and the Consultant have executed this Amendment effective as of the date hereinabove written.

THE CITY OF UNION CITY

By_____
Joan Malloy
City Manager

GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.

By
Jonathan Hartman
Principal

Attest:

_____
Thai Nam N. Pham
City Clerk

Approved as to Form:

_____
Kristopher J. Kokotaylo
City Attorney

EXHIBIT A

SCOPE OF SERVICES

PROJECT UNDERSTANDING:
The Union City Corporation Yard (Corp Yard) was constructed in 1999 on 7th Avenue at Chesapeake Drive. The Corporation Yard serves Public Works operations and Union City Transit operations as well as other uses including police evidence storage and storage for various City Hall departments. Current departments or groups that are permanently located at the Corp Yard include: Fleet, Grounds, Streets, Facilities, and Transit. Other City departments that use portions of the yard for storage include Police, Finance, Economic Development, Community & Recreation Services, Human Resources, and the City Manager's Office.

The design of Quarry Lakes Parkway – Phase 1 along the southeast edge of the Corp Yard also realigns 7th Street and the existing Line M channel, encroaching into the existing Corp Yard area. This reduction of Corp Yard area is coupled with increased Corp Yard operations; therefore, there is a need to holistically improve existing operations, modify portions of the campus to better accommodate all of the demands currently placed on it, and also look to the future to create a design for the Corp Yard that can serve the City of Union City well into the future.

PROJECT SCOPE:
The Consultant's Basic Services will provide conceptual design with optional services for construction documentation and construction administration services for the following scope of work:

Phase 0 – Transit Fleet Electrification Infrastructure:

- Design of Battery Electric Bus (BEB) infrastructure
    - One (1) new dedicated PG&E electrical service and transformer
    - Two (2) step-down transformers
    - One (1) main electrical meter section and switchboard
    - Two (2) electrical panels (one Level-3 for bus chargers, one Level-2 for demand-response fleet chargers)
    - Nine (9) Level-3 BEB charging cabinets
    - Eighteen (18) Level-3 BEB dispensers
    - Nine (9) new fueling islands for the Level-3 dispensers with bollards
    - Expanded BEB concrete parking pad
    - Expanded BEB drive aisle
    - Paving striping
    - Associated trenching and patching of existing pavement for new conduits and wire
- Design of related site improvements:
    - Bioretention basins and stormwater management infrastructure
    - Site lighting in the BEB charging area
    - Transformer and switchgear enclosure fence with access gates

    - Design study for 18 temporary parking stalls for Dumbarton Express Buses to remain on-site during BEB infrastructure construction, including estimate of probable construction costs
- Related consulting services:
    - NEPA and CEQA compliance documentation for project scope
    - Estimates of probable construction costs

Phase 1 Category 1A – Site Security Wall Shift:

- Partially pave back yard
- Relocate Conex storage boxes
- New Transit Contractor modular building
- New public man gate entry and signage
- Reconfigured bus parking

Phase 1 Category 1B - Disaster Preparedness + Essential Upgrades:

- Improved and updated site lighting, security and safety (cameras, access control, yard public address (PA) system.
- Fiber Hub at Corporation Yard
- New hybrid CNG/Diesel Generator

Phase 1 Category 1C – Improve Operational Efficiency:

- Flood mitigation
- Additional material bunkers
- Partially pave back yard
- Relocate/replace tool sheds
- Canopy covered equipment parking
- New dump ramp

Phase 1 Category 1D – SB 1383 Compliance:

- Covered material bunkers
- Covered compost and green waste bunkers
- Covered material and storage piles
- Covered supply and equipment storage
- Dump ramp canopy

The Consultant's Basic Services and fee assume that work up to 10% Design for Phase 0 and all Phase 1 Categories (1A-1D) will be performed. Subsequent tasks will be limited to developing design and bidding documents for the Phase 0 scope only. The relocation and redesign of the southern Corporation Yard fence will be performed by others and is outside of the scope of this contract, and the Phase 1 Category 1A scope is make-ready work to prepare the site for the southern security fence relocation project. Work beyond the new site fence line boundary is not part of the scope of this project.

CONSULTANT'S BASIC SERVICES: Basic Services includes the services described in this Section including subsections and subparagraphs.

1. PRELIMINARY DESIGN

1A Task 1: 10% Conceptual Design for Phase 0 and Phase 1 Categories 1A, 1B, 1C, and 1D

1. The Design Team (G4, IMEG, MTC) shall:
    a. Conduct Technical meetings with City staff and Design Team members to confirm and develop programmatic requirements for all Phase I items. Anticipate separate meetings for:
        i. Transit (G4, IMEG, MTC):
            (i) Confirm program for Transit Modular Building.
            (ii) Reconfigured bus parking.
            (iii) BEB charging infrastructure layout.
        ii. City IT, Security, and Public Works (G4, IMEG)
            (i) Improved and updated site lighting, security and safety (cameras, access control, yard public address (PA) system).
            (ii) Fiber Hub at Corporation Yard.
            (iii) New hybrid CNG/Diesel Generator.
        iii. Public Works (G4, MTC)
            (i) New public man gate entry and signage.
            (ii) Flood mitigation.
            (iii) Additional material bunkers.
            (iv) Canopy covered equipment parking.
            (v) New dump ramp.
            (vi) General canopy requirements for bunkers and other bulk item storage.
    b. Provide 10% Design Narrative, organized by Phase, Category (1A, 1B, 1C and 1D), and topic, with input from each relevant discipline (Architectural, Civil, Landscape, Structural, Mechanical, Plumbing, Electrical, Lighting, and Low-Voltage) as required.
    c. Create annotated 10% Design site plan drawings and other sketches as necessary by marking up new scope items from all disciplines onto a simple site plan background generated from the civil site survey. The 10% Design site plans shall include, at a minimum, the following information (five sheets):
        i. Composite plan showing full build out of Phase 0 and Phase 1 (completion of Phase 1 Categories 1A, 1B, 1C, and 1D = one sheet).
        ii. Separate, category-specific composite plans for each Phase 1 Category, showing the progression of work as each Category builds upon the previous one (one sheet for each Category = four sheets).
        iii. Civil site plan sheets showing location of buildings, parking, striping, clear delineation of the project limits, and preliminary stormwater treatment area. Landscape plan is excluded from this phase and contract.
    d. G4, IMEG, and MTC shall conduct Integrated Design Workshop #1 to review refined site plan diagrams and technical requirements with City Stakeholders and Staff.

2. G4 shall**:**

a. Conduct a kick-off meeting with City staff for existing site conditions, access restrictions, safety/regulatory issues, and confirmation of the Master Plan Recommendations.
b. Perform Zoning Code Analysis.
c. Conduct technical meetings with Planning Department to review the zoning code analysis.

3. MTC shall:
    a. Prepare engineering reports for drainage and stormwater management plan and hydromodification (see Task 3).
    b. Prepare a drone flight and topographic survey for the Corporation Yard.
    c. Prepare a supplemental topographic survey.
4. IMEG shall:
    a. Prepare a simple single-line analysis of current conditions, energy bills, and programmatic demands for a new CNG/Diesel Hybrid Generator to substantiate the required size of the new generator on the campus's existing electrical service feed.
    b. Prepare a single-line diagram and concept layout for BEB charging infrastructure on a new dedicated PG&E service.
5. Mack5 shall:
    a. Prepare a preliminary design cost estimate.
6. Meetings (all meetings shall be via web conference unless otherwise specified):
    a. Up to four (4) meetings with the City project management team (PMT).
    b. One (1) Technical Meeting with the Planning Department.
    c. Up to two (2) Stakeholder Workshops with City staff.
    d. Integrated Design Workshop #1 with City staff.
7. Deliverables:
    a. 10% Conceptual Design Drawings
    b. One PDF drawing for the drone flight and linework
    c. Base mapping delivered in AutoCAD Civil 3D version 2018
    d. Georeferenced Orthographic photo
    e. Supplemental Topographic survey (up to 2 days)
    f. Engineering Reports
    g. Estimate of probable construction costs
    h. Project schedule
    i. Meeting agendas, exhibits and minutes
    j. Grant application exhibits (October 2024)

1B <u>Task 1A: NEPA and CEQA compliance documentation</u>

1. Circlepoint shall:
    a. Draft a Project Description and revise based on City input.
    b. Prepare draft NEPA Categorical Exemption (CE), Screen check NEPA CE, and Final NEPA CE.
    c. Prepare a memorandum-style CEQA Categorical Exemption documentation.
    d. Attend up to four (4) meetings with the Project Management Team.
    e. Attend up to two (2) meetings with FTA and the City.
2. Meetings (all meetings shall be via web conference unless otherwise specified):
    a. Up to four (4) meetings with the Project Management Team.
    b. Up to two (2) meetings with FTA and the City.
3. Deliverables:
    a. Project Description
    b. Area of Potential Effects (APE) Map
    c. Cultural Resources Survey Report (CRSR)
    d. NEPA compliance documentation.
    e. CEQA categorical exemption documentation.

2. PHASE 0 CONSTRUCTION DOCUMENTS

2A Phase 0 35% Construction Documents and Switchgear Early Bid Package: Upon receipt of written Notice to Proceed by the City, the Consultant shall provide engineering design services for the Phase 0 BEB infrastructure identified in the Project Scope section above. The Consultant shall develop 35% Construction Documents that include plans, outline specifications, and other documents that describe the character and scale of the project components, including the grant-funded BEB infrastructure and associated site work. Installation of Level 2 Demand-Response fleet chargers will occur in a future phase and is not included in this scope of work.

1. Group 4 shall:
   a. Conduct Integrated Design Workshop #2 to review the refined site plan diagram and review technical requirements.
2. G4 and IMEG shall:
   a. Conduct Progress Meetings with Center for Transportation and the Environment (CTE) and the City throughout this task to ensure continued project team involvement in design decisions.
   b. Participate in monthly coordination meetings with the City and the PG&E EV Fleet program manager.
3. G4, MTC and IMEG shall:
   a. Prepare a preliminary site plan and components of each space to be altered based on input from City.
   b. Update and refine design based on Stakeholder input.
   c. Attend one (1) coordination meeting regarding the PG&E transmission line easement.
   d. Perform design study for providing 18 temporary parking stalls for Dumbarton Express Buses to remain on-site during BEB infrastructure construction, including estimate of probable construction costs.
   e. Prepare 35% Construction Document level documents and coordination with design team.
   f. Provide review and input on the 35% estimate of probable cost.
4. IMEG shall:
   a. Update the single line diagrams, including for the BEB charging infrastructure.
   b. Develop early procurement package for switchgear, including drawings and specifications.
5. Mack 5 shall:
   a. Prepare an estimate of probable construction cost and cost escalation to reflect the decisions made in this phase.
6. Meetings (all meetings shall be via web conference unless otherwise specified):
   a. Up to eight (8) progress meetings with the City and CTE.
   b. One (1) Stakeholder Workshop with City staff.
   c. Three (3) Monthly coordination meetings with PG&E EV Fleet Program.
7. Deliverables:
   a. 35% Construction Document Drawings including:
      i. Civil Site Plan
      ii. Drainage and Utility Plan
      iii. Striping Plan
   b. Outline Specifications

c. Switchgear early procurement package
d. Estimate of probable construction costs
e. Project schedule
f. Meeting agendas, exhibits and minutes

8. City Responsibilities:
   a. The City shall give written Notice to Proceed with Task 2A.
   b. The City shall give the Consultant direction on design decisions as the project progresses through this Phase.
   c. City shall provide review and input into the Consultant's 35% estimate of probable construction cost included in the 35% Construction Documents submittal.
   d. The City shall provide coordinated written comments on the Consultant's deliverables that establish and confirm design direction for Task 2A.

2B Phase 0 65% Construction Documents: Upon receipt of written Notice to Proceed by the City and City's comments on the 35% Design package, the Consultant shall develop the 65% Construction Documents that include plans, elevations, and other documents that describe the character and scale of the project components.

1. G4 shall:
   a. Prepare code analysis.
2. G4 and IMEG shall:
   a. Conduct Progress Meetings with CTE and the City throughout this task to ensure continued project team involvement in design decisions.
   b. Participate in monthly coordination meetings with the City and PG&E EV Fleet program manager.
3. G4, MTC and IMEG shall:
   a. Refine site plan and components of each space to be altered based on input from City.
   b. Update and refine design based on Stakeholder input.
   c. Prepare 65% Construction Document level documents and coordination for subconsultant disciplines.
   d. Conduct technical meetings with the Building Department and Fire Department to review code analysis.
   e. Provide review and input on 65% estimate of probable cost.
4. MTC shall:
   a. Prepare Typical Sections.
5. Parikh Consultants shall:
   a. Prepare a preliminary pavement design and materials memorandum for the road and parking sections within the Corp Yard.
6. Mack 5 shall:
   a. Prepare a 65% estimate of probable construction cost and cost escalation to reflect the decisions made in this phase.
7. Meetings (all meetings shall be via web conference unless otherwise specified):
   a. Up to four (4) progress meetings with the City and CTE.
   b. One (1) Stakeholder Workshop with City staff as required.
   c. One (1) Technical Meeting with Building Department and Fire Department.
   d. Up to One (1) Coordination meetings with PG&E regarding Transmission line easement.

e. Two (2) Monthly coordination meetings with PG&E EV Fleet Program.

8. Deliverables:
   a. 65% Construction Document Drawings and Specifications:
      i. Cover Sheet
      ii. Typical Sections (2 sheets)
      iii. Survey Control Diagram
      iv. Demolition Plan
      v. Civil Site Plan
      vi. Grading Plan
      vii. Construction Details (3 sheets)
      viii. Drainage and Utility Plan (2 sheets)
      ix. Drainage and Utility Profiles (2 sheets)
      x. Drainage and Utility Details (4 sheets)
      xi. Erosion Control Plan and Details (2 sheets)
      xii. Striping Plan
      xiii. Landscape plans and details
      xiv. Electrical plans and details
      xv. Lighting plans and details
      xvi. Technology/Data plans and details
   b. 65% estimate of probable construction costs.
   c. Preliminary pavement design and materials memorandum.
   d. Updated project schedule.
   e. Meeting agendas, exhibits and minutes.
9. City Responsibilities:
   a. The City shall give written Notice to Proceed with Task 2B.
   b. The City shall give the Consultant direction on design decisions as the project progresses through this Phase.
   c. City shall provide review and input into the Consultant's 65% estimate of probable construction cost included in the 65% Construction Documents submittal.
   d. The City shall provide coordinated written comments on the Consultant's deliverables that establish and confirm design direction for Task 2C.

2C Phase 0 Construction Documents (90% CD/Plan Check Submission): Upon receipt of written Notice to Proceed by the City and City's comments on the 65% Construction Document package, the Consultant shall develop the 90% Construction Documents.

1. G4 shall:
   a. Conduct Progress Meetings throughout this phase to ensure continued project team involvement in design decisions.
2. G4 and IMEG shall:
   a. Conduct Progress Meetings with CTE and the City throughout this task to ensure continued project team involvement in design decisions.
   b. Participate in monthly coordination meetings with the City and PG&E EV Fleet program manager.
3. G4, MTC and IMEG shall:
   a. Refine site plan and components of each space to be altered based on input from City.
   b. Update and refine design based on Stakeholder input.

c. Provide review and input on 90% estimate of probable cost.

4. IMEG shall:
   a. Perform Title 24 Calculations as required and prepare Compliance Documents.
5. Mack 5 shall:
   a. Prepare a 90% estimate of probable construction cost and cost escalation to reflect the decisions made in this phase.
6. Meetings (all meetings shall be via web conference unless otherwise specified):
   a. Up to four (4) progress meetings with the City and CTE.
   b. One (1) Technical Meeting with Building Department and Fire Department.
   c. Two (2) Monthly coordination meetings with PG&E EV Fleet Program.
   d. Two (2) Monthly coordination meetings with PG&E for QLP Coordination.
7. Deliverables:
   a. 90% Construction Documents Set for City review and Plan Check.
   b. 90% Construction Documents estimate of probable construction cost.
   c. Meeting agendas, exhibits and minutes.
8. City Responsibilities
   a. The City shall give written Notice to Proceed with Task 2C.
   b. The City shall give the Consultant direction on design decisions as the project progresses through this Phase.
   c. The City shall provide Division 0 with bidding, contract forms, and conditions of the construction contract and Division 1 of the Technical Specifications.
   d. The City shall pay all permit and utility connection fees associated with the project and shall shepherd applications.
   e. The City shall provide coordinated written comments on the Consultant's deliverables.

2D Phase 0 100% Construction Documents/Back Check/Bid Set: Upon receipt of written Notice to Proceed by the City and Plan Check comments on the 90% Construction Document package, the Consultant shall develop the 100% Construction Documents Back Check and Bid Set.

1. G4, MTC, and IMEG shall:
   a. Coordinate, upon receipt of the 90% Construction Documents/Plan Check comments, corrections, and meetings necessary to facilitate resolution of outstanding items required for plan check approval.
   b. Prepare the Back Check/Bid Set submittal for the City's review and approval.
2. Meetings (all meetings shall be via web conference unless otherwise specified):
   a. Up to two (2) meetings with the City project management team (PMT).
   b. One (1) technical meeting with Plan Check Reviewers.
   c. One (1) Monthly coordination meetings with PG&E for QLP Coordination.
3. Deliverables:
   a. 100% Construction Documents/Bid/Back Check Set.
   b. Meeting agendas, exhibits and minutes.
4. City Responsibilities
   a. The City shall give written Notice to Proceed with Task 2D.
   b. The City shall give the Consultant direction on design decisions as the project progresses through this Task.
   c. The City shall provide Division 0 with bidding, contract forms, and conditions of the construction contract and Division 1 of the Technical Specifications.

d. The City shall pay all permit and utility connection fees associated with the project and shall shepherd applications.
e. The City shall provide coordinated written comments on the Consultant's deliverables.

2E Phase 0 Bidding and Award:

1. G4, MTC and IMEG shall:
   a. Provide assistance with responses to bidders' inquiries as necessary; prepare addenda; attend one (1) pre-bid conference; and assist in the City's evaluation of bids.
   b. After bid completion, prepare an electronic version of the Permit Set/Conform set (revised with all bid addenda, City reviews and plan check comments) for the City's use.
2. Meetings:
   a. One (1) pre-bid conference.
   b. One (1) Monthly coordination meetings with PG&E for QLP Coordination.
3. Deliverables:
   a. Permit Set/Conform Set (including bid addenda).
4. City Responsibilities:
   a. Prequalification of bidders, or evaluation of bidders such as reference checks if desired.
   b. Advertisement of bid; printing of bid sets.
   c. Collection and review of bids.
   d. Contract award.

3. **ENGINEERING REPORTS**

3A MTC shall prepare engineering reports for drainage and stormwater management plan and hydromodification, see Task 1.

4. OPTIONAL SERVICES. The following Optional Services are not included in the scope of Basic Services and is an optional service available to the City upon written direction, following the completion of Task 2.

4A Design support during Phase 0 construction

5. **ADDITIONAL SERVICES.** The following services are not included in the Consultant's Scope of Basic Services and shall be provided if requested by the City. The Consultant shall be compensated for Additional Services in addition to compensation for Basic Services and Reimbursable Expenses.

5A Additional meetings beyond those identified in "Consultant's Basic Services."
5B Technical/engineering studies, such as building seismic analysis, environmental studies, traffic studies, geotechnical assessment, etc.
5C 2D or 3D scale models; computer animation (e.g., building fly-throughs).
5D Detailed analysis or engineering analysis of existing facilities.
5E Services of Subconsultants to the Consultant other than those included in Basic Services or Optional Services.
5F Providing services to verify the accuracy of drawings or other information furnished by the City.
5G Providing financial feasibility or other special studies.

5H Providing cost estimates beyond what is included in Basic Services.

5I Preparation of communication, marketing, and fundraising materials including PowerPoint, flyers, kiosks, animations, artist renderings, physical presentation models, videos, web design and content other than those included in Basic Services.

5J Providing services for preparing measured drawings of existing building conditions.

5K Additional architectural images other than those included in Basic Services.

5L Making revisions in drawings, or documents when such revisions are:

1. Inconsistent with directions or instructions previously given by the City.
2. Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
3. Due to changes required as a result of the City's failure to render decisions in a timely manner.

5M Providing services required due to significant Project scope changes, including but not limited to, size, quality, complexity, the approved Project schedule, or the method of bidding or negotiating and contracting for construction.

5N Work required to correct non-conforming work of Contractor.

5O Site Surveys, including on-site features, subsurface features, topography, boundary, survey, etc. other than those included in Basic Services or Optional Services.

5P Testing and/or evaluation of any off-site utilities

5Q Hazardous material assessments or documentation of any removal or abatement if required.

5R Preparation, attendance and follow-up for meetings or presentations that are in addition to those that are specified and budgeted in basic services or optional services.

5S Preparation of LEED analyses, LEED credit evaluation and identification of probable construction costs and design fees associated with a LEED certification by the USGBC if desired by the City.

5T LEED services include LEED project management services, preparation of LEED documentation, Design Phase LEED submission to USGBC, LEED-based reviews during Construction phase services, Construction Phase LEED submission, and other related services.

5U Any other service not included in Basic Services or Optional Services.

SCHEDULE

The above services shall be provided during a period anticipated to occur beginning June 2024. Specific task milestones are as follows with separate NTP given by the City for each task:

Task	Task Title	Anticipated Completion Date
Task 1:	10% Design	3 months from NTP of Task 1
Task 1A:	NEPA + CEQA CE	Concurrent with Task 2
Task 2A:	35% Construction Documents	2 months from NTP of Task 2A
Task 2B:	65% Construction Documents	2 months from NTP of Task 2B
Task 2C:	90% Construction Documents	2 months from NTP of Task 2C
Task 2D:	100% Construction Documents	1 month after receipt of City comments on the 90% construction documents
Task 2E:	Bidding and Award	2 months from Release of Bids
Task 3:	Engineering Reports	Concurrent with Task 1 + 2

DELIVERABLES

- PDF and CAD files, as detailed in Tasks outlined above. No hardcopies will be provided.

ASSUMPTIONS

- Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
- Existing base building systems are code compliant.
- Where existing systems are to be revised and reused, pre-testing documentation of system capabilities in the area of work will be provided to IMEG, as determined necessary and requested. The pre-testing information required may include electrical system loads. If such information is not available, or if the systems have not been documented within the last two years, IMEG will assist the Owner in developing a scope of work that can be provided to a testing firm, who will complete the documentation of the systems. The cost of the testing firm and its documentation of the systems is not included in IMEG's fee.
- Identification, testing, and/or removal of hazardous materials will be by others.
- The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.
- Deliverables will be provided in electronic PDF format and/or AutoCAD, as required. Hard copy printing will be treated as a reimbursable expense.
- City will coordinate and schedule Consultant site visits and direct the Consultant to participate as noted above.
- Consultant will not be performing exhaustive reviews or detailed inspections of in-place conditions.
- Work that is hidden from view will not be uncovered for the purposes of verification.
- City will self-permit.

EXCLUSIONS

Services not listed above.

TENTATIVE SCHEDULE – MILESTONE DATES

<u>PRELIMINARY DESIGN (PHASE 0 + PHASE 1 CATEGORIES 1A, 1B, 1C AND 1D)</u>

1) Kick Off Meeting	September 2024
2) Submit Draft 10% Plans for Review	November 2024
3) Submit Final 10% Plans for Review	TBD pending QLP project

FINAL DESIGN, UC Transit Fleet Electrification

1) Submit 35% Documents	December 2024
2) Submit 65% Documents	February 3, 2025
3) Submit 90% Documents	April 25, 2025
4) Submit 100% Documents/ Bid Set	1 Month after receipt of comments

EXHIBIT B

COST PROPOSAL

EXHIBIT B

COST PROPOSAL
FOR
CORPORATION YARD (CORP YARD) PRELIMINARY DESIGN AND FINAL DESIGN OF UNION CITY TRANSIT FLEET ELECTRIFICATION PROJECT - AMENDMENT 3
CITY PROJECT NO. 23-26 + 22-11

FEE SUMMARY

	DISCIPLINE / CONSULTANT								Consult.	Consult.	Consult.	PHASE
PHASE / DESCRIPTION	Architect Group 4	Structural IMEG	MEP IMEG	Low Voltage & Security IMEG	Landscape MTC	Civil MTC	Cost Estimate Mack5	NEPA/ CEQA Circlepoint	Fee Subtot.	Markup 10.0%	Fee Incl. Markup	SUBTOTAL FEES
100% Construction Documents Task 2D: Additional Scope	$32,736	$2,500	$8,160		$17,940	$41,860	$6,500	$21,000	$97,960	$9,796	$107,756	$140,492
Task 4A: Conceptual Layouts	$47,655				$6,420	$14,980			$21,400	$2,140	$23,540	$71,195
Task 4B: 35% Construction Documents	$31,193		$845		$13,620	$31,780	$7,000		$53,245	$5,325	$58,570	$89,763
Task 4C: 100% Construction Documents	$22,252	$1,000	$1,835		$16,020	$37,380	$7,000		$63,235	$6,324	$69,559	$91,811
Task 4D: Bidding and Award	$20,648	$500	$775		$2,130	$4,970			$8,375	$838	$9,213	$29,861
Task 5A: 65% Construction Documents	$42,879	$3,120	$14,080	$4,800	$45,540	$106,260	$7,000		$180,800	$18,080	$198,880	$241,759
Task 5B: 90% Construction Documents	$29,379	$4,320	$9,835	$4,000	$23,340	$54,460	$7,000		$102,955	$10,296	$113,251	$142,630
Task 5C: 100% Construction Documents	$14,144	$1,440	$3,660	$2,400	$22,350	$52,150			$82,000	$8,200	$90,200	$104,344
Task 5D: Bidding and Award	$15,947	$480	$1,690	$1,275	$3,930	$9,170			$16,545	$1,655	$18,200	$34,147
SUBTOTALS:	$256,833	$13,360	$40,880	$12,475	$151,290	$353,010	$34,500	$21,000	$626,515	$62,652	$689,167	**Tot. Fee $946,000**

SUMMARY OF ALL REIMBURSABLE EXPENSES

PHASE / DESCRIPTION	ESTIMATED REIMB. EXPENSE
Task 2D: Additional Scope	$400
Task 4A: Conceptual Layouts	$700
Task 4B: 35% Construction Documents	$500
Task 4C: 100% Construction Documents	$2,200
Task 4D: Bidding and Award	$500
Task 5A: 65% Construction Documents	$500
Task 5B: 90% Construction Documents	$300
Task 5C: 100% Construction Documents	$2,600
Task 5D: Bidding and Award	$300
SUBTOTALS:	**Tot. RE $8,000**

Total Fee and Reimbursables $954,000

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY AUTHORIZING THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC., IN THE AMOUNT OF $954,000, FOR A TOTAL CONTRACT AMOUNT OF $1,973,950, FOR THE UNION CITY TRANSIT FLEET ELECTRIFICATION PROJECT, CITY PROJECT NO. 22-11, WHICH IS INCLUDED IN THE CORPORATION YARD MASTER PLAN

WHEREAS, on December 14, 2018, the California Air Resources Board (CARB) implemented the Innovative Clean Transit (ICT) regulation requiring all transit agencies to gradually transition bus fleets to zero-emission technologies. In accordance with this regulation, Union City Transit is required to have twenty-five percent (25%) of its fixed-route bus procurements to be zero-emission by 2026; and

WHEREAS, on February 25, 2020, the City Council adopted Resolution No. 5568-20 to support the effort in securing additional funding opportunities by making the commitment to convert the Union City Transit fixed-route fleet to zero-emission vehicles; and

WHEREAS, on March 22, 2022, the City Council adopted Resolution No. 5906-22, accepting the Low-Carbon Transit Operations Project (LCTOP), Electric Vehicle Charging Infrastructure for Union City Transit Fleet, in the amount of $215,572; and

WHEREAS, on January 10, 2023, the City Council adopted Resolution No. 6067-23, authorizing the purchase of fourteen (14) fixed-route BEBs to replace the fourteen (14) CNG fixed-route buses that have reached the end of their twelve (12) year useful lives; and

WHEREAS, the Union City Transit BEBs on order are scheduled to enter production in early October 2025 with all vehicles delivered by the end of December 2025; and

WHEREAS, on September 8, 2023, the City entered into a Consulting Services Agreement with Group 4 Architecture in the amount of $74,950 to assist Public Works in the development of the Corporation Yard Master Plan, City Project No. 23-26; and

WHEREAS, on August 13, 2024, the City Council adopted Resolution No. 6353-24, approving the First Amendment to the Consulting Services Agreement with Group 4 Architecture, Research + Planning, Inc. (Group 4), to update the Corporation Yard Master Plan, Phase 1: Near-Term Improvements, to include the reconfiguration of the bus parking and the design of the BEB infrastructure; and

WHEREAS, on October 22, 2024, the City Council adopted Resolution No. 6378-24, authorizing the filing of an application requesting $4,138,500 for the Union City Transit Fleet Electrification Project, City Project No. 22-11, in the Alameda CTC's 2026 CIP grant application process; and

WHEREAS, on January 1, 2025, the City entered into the Second Amendment to the Consulting Services Agreement with Group 4 to incorporate the corporation yard preliminary and final design of the Union City Transit Fleet Electrification Project, City Project No. 22-11; and

WHEREAS, on May 22, 2025, the Alameda CTC notified the City that they approved an award of $1,500,000 to the Union City Transit Fleet Electrification Project, City Project No. 22-11; and

WHEREAS, the Third Amendment to the Consulting Services Agreement with Group 4 Architecture, Research + Planning, Inc., in the amount of $954,000, if approved, will provide the preliminary and final design of the Transit fleet electrification infrastructure and optional construction support, including all Battery Electric Bus (BEB) infrastructure and related site improvements in support of the new infrastructure, for the Union City Transit Fleet Electrification Project, City Project No. 22-11; and

WHEREAS, the Third Amendment to the Consulting Services Agreement with Group 4 Architecture, Research + Planning, Inc., in the amount of $954,000, will be funded with Public Improvements Fund monies (Account Number 41692211-57115), bringing the total contract amount to $1,973,950.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby authorizes the City Manager to execute the Third Amendment to the Consulting Services Agreement with Group 4 Architecture, Research + Planning, Inc., increasing the compensation by $954,000, bringing the total contract amount to $1,973,950, for the Corporation Yard Preliminary and Final Design of the Union City Transit Fleet Electrification Project, City Project No. 22-11.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KRISTOPHER J. KOKOTAYLO, CITY ATTORNEY

SUBJECT: ADOPT A RESOLUTION APPROVING THE COMMUNITY WORKFORCE AGREEMENT WITH THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF ALAMEDA COUNTY AND THOSE SIGNATORY LOCAL UNIONS

EXECUTIVE SUMMARY

Staff began working with the Building and Construction Trades Council of Alameda County (the "BTC") in late 2024 on terms for a potential Community Workforce Agreement ("CWA") and completed a draft this summer. Staff presented the draft CWA to the Legislation and Policy Committee (the "Committee") for review on July 21, 2025.

Following review, the Committee recommended that staff present the CWA to the City Council for consideration with a recommendation for approval.

Staff recommend that the City Council consider the CWA and, if the City Council agrees with the Committee's recommendation, adopt the proposed resolution.

STRATEGIC PLAN ALIGNMENT

This agenda item is not directly related to the City Council Strategic Plan.

BACKGROUND

CWAs are binding, pre-hire agreements requiring the use of organized labor on qualifying public works projects. CWAs can be structured to apply to a broad class of public works projects and include provisions, such as local hire, designated to benefit the community. CWAs also typically include labor-peace provisions that prohibit strikes, work slowdowns, stoppages, and lockouts.

Since late 2024, the BTC and City have been engaged on a potential CWA for qualifying capital projects. After extension discussion and negotiations, staff presented a draft CWA to the Committee on July 21, 2025. The Committee reviewed the CWA and recommended that staff present the CWA to the City Council for consideration with a recommendation for approval.

DISCUSSION

The proposed CWA is attached to the resolution for Council consideration. Below is a summary of the significant provisions of the CWA:

1. Term (18.2): The City and the BTC negotiated a term of five years for the CWA. At the end of the term, the CWA will automatically renew for successive one-year periods, which will end on March 7, 2027.

2. Applicable projects (1.17): The CWA applies to City projects where the engineer's estimate of the total cost of the project or the cumulative bid amount(s) submitted by the contractor(s) award Construction Contracts for the Project meets or exceeds $1,000,000. The CWA will apply to all applicable Construction Contracts after the effective date of the CWA.

3. Exclusions (2.4): The CWA include a number of exceptions. These include construction contracts awarded by entities other than the City as well as work performed by the City's own employees and certain qualifying work that occurs during an emergency. Notably, the CWA excludes construction contracts substantially funded by any federal, state, local, or other public agency that prohibits the application of this Agreement; however, the City agrees to meet and confer with the BTC to determine if the CWA can remain in place where a specific provision is prohibited by the funding source without application of that specific provision. The determination as to whether to the CWA can remain in place is in the sole determination of the City.

4. Labor Disputes (4.1 and 4.2): The CWA provides that there shall be no strikes, sympathy strikes, work stoppages, picketing, hand-billing, or other specified labor disputes by the Unions or employees employed on a CWA covered project. The CWA includes an expedited arbitration provision in the event of a labor dispute in violation of the CWA with liquidated damages of $10,000 per missed shift.

5. Joint-Administrative Committee (5.4): The City and the BTC will establish a Joint Administrative Committee comprised of an equal number of representatives from the City and the BTC to ensure the terms of the CWA are being fulfilled and to address concerns regarding the operation of the CWA.

6. Referral Timeliness (8.6): A Union Hiring Hall must fill a requested position within a 48-hour period. Failure to do so permits the contractor to obtain the worker from any source.

7. Local Hires (10.1): Local Residents are those individuals that reside within the City of Union City. The Local Hire Goal is a minimum of 25% of all hours worked on the project to be worked by Local Residents and other local areas at varying priority levels as outlined below:
   a. Priority 1: Residents of the City of Union City
   b. Priority 2: Residents of the Cities of Fremont, Newark, and Hayward
   c. Priority 3: Residents of Alameda County
   d. Priority 4: All other areas

8. Apprenticeships (10.2): Contractors must hire one new apprentice for the first $1,000,000 determined by the engineer's estimate and one new apprentice for every $5,000,000. Apprentices must work a minimum of 10% of the total craft's work hours and may be deployed to another project to ensure the minimum number of hours are met. New Apprentices are "Local Residents" who are being sponsored into or has been enrolled in a State-Approved apprenticeship training program administered by a Joint Apprenticeship Training Committee for less than two years.

9. Community Partnerships (10.3): The CWA provides the City and the BTC, in partnership with the Construction Trades Workforce Initiative and in conjunction with other interested community-based organizations, will work together in good faith to identify and develop an initiative, or multiple initiatives, to connect residents of the region with careers in the Building and Construction Trades, with a particular focus on providing opportunities to disadvantaged individuals.

If the City Council adopts the Resolution, the CWA would take effect beginning January 1, 2026. This ensures sufficient time for staff to obtain the necessary consulting services and implement the terms of the CWA.

FISCAL IMPACT

The City will incur actual and administrative costs with implementing the proposed CWA. The City does not have the staff expertise to manage the CWA and thus will require contractor services which have been included in the City's budget.

RECOMMENDATION

Staff recommend that the City Council consider the CWA and, if the City Council agrees with the Committee's recommendation, adopt the proposed resolution.

Prepared by:

Kristopher J. Kokotaylo, City Attorney

Submitted by:

Kristopher J. Kokotaylo, City Attorney

ATTACHMENTS:

	Description	Type
🗋	Draft Resolution	Resolution

🗋	CWA Resolution Exhibit A	Exhibit
🗋	PowerPoint Presentation	Attachment
🗋	Public Comment - Israel C. Avila	Attachment

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY APPROVING THE COMMUNITY WORKFORCE AGREEMENT WITH THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF ALAMEDA COUNTY AND THOSE SIGNATORY LOCAL UNIONS

WHEREAS, the City Council has expressed a strong desire to ensure labor peace during the construction of City public works projects; and

WHEREAS, the timely and successful completion of the City's construction projects is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and recognizes the capacity of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, the City and the Building Trades Council of Alameda County have negotiated a Community Workforce Agreement (CWA), attached as Exhibit A to this Resolution; and

WHEREAS, the purpose of the CWA is to promote the efficiency of construction operations for the City through the use of skilled labor resulting in quality construction outcomes, to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of City public works projects, and to increase training and employment opportunities in the construction trades through local hire, apprenticeship and pre-apprenticeship, and community partnership programs for residents of the region.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Union City that the City Council hereby approves and authorizes the City Manager to execute the Community Workforce Agreement, in a form approved by the City Attorney, attached hereto as **Exhibit A**; and

BE IT FURTHER RESOLVED that the City Manager is authorized to take all actions necessary and appropriate to effectuate the intent of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachments:

1. Exhibit A – Community Workforce Agreement

CITY OF UNION CITY

COMMUNITY WORKFORCE AGREEMENT

Between

THE CITY OF UNION CITY

and

THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF ALAMEDA COUNTY

AND THOSE SIGNATORY LOCAL UNIONS

EFFECTIVE as of _____

INTRODUCTION/FINDINGS

This Community Workforce Agreement (the "Agreement") is entered into this 1st day of January, 2026 ("the Effective Date"), by and between the City of Union City (hereinafter the "City"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **"Agreement to be Bound" (Addendum A)** (hereinafter the "Contractor(s)/Employer(s)"), and the Building and Construction Trades Council of Alameda County (hereinafter the "Council") and those local Unions that have executed this Agreement (referred to collectively herein as the "Union(s)").

PURPOSE

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Union City through the use of skilled labor resulting in quality construction outcomes, to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) hereinafter defined and covered by this Agreement, and to increase training and employment opportunities in the construction trades through local hire, apprenticeship and pre-apprenticeship, and community partnership programs for residents of the Local Area hereinafter defined.

RECITALS

WHEREAS, the timely and successful completion of the City's construction projects is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of construction work on Projects and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Projects and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to the Agreement; and

WHEREAS, the Contractor/Employers and the Union(s) and the City of Union City wish to ensure labor peace at the jobsite devoid of any disruption that could jeopardize the schedule and timeliness of the construction process, where both contractors that are signatory to collective bargaining agreements and contractors that are not signatory to collective bargaining agreements are supervising employees; and,

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, SB 922, codified as Public Contract Code Section 2500 *et seq.,* authorizes public entities to use, enter into, or require contractors to enter into, project labor agreements for construction projects, provided the agreement includes specified taxpayer protection provisions, which requirements have been incorporated into this Agreement; and

WHEREAS, the contract(s) for construction work on the Projects will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the City of Union City has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Projects.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AMONG THE PARTIES HERETO, AS FOLLOWS:

1 DEFINITIONS

1.1 "Agreement" means this Community Workforce Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 "City" means the City of Union City.

1.4 "Completion" means that point at which there is Final Acceptance and the City has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the City has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.

1.5 "Construction Contract" means all contract(s) under which construction is performed for a Project, including those contracts let pursuant to California Public Contract Code Section 22030 *et seq*., design-build contracts or other contracts for Public Projects as that term is defined in the Uniform Public Construction Cost Accounting Act.

1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including a prime contractor, general contractor, construction manager, design-build entity, lease-leaseback entity, or equivalent), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City with respect to the construction of any part of

the Project, under contract terms and conditions that are approved by the City, and all contractors and subcontractors of any tier.

1.7 "Core Worker" is a person that a Contractor/Employer can demonstrate meets all of the following qualifications: he or she (a) appeared on the Contractor/Employer's active payroll for at least ninety (90) of the last one hundred and eighty (180) working days prior to award of a Construction Contract; (b) possesses all licenses and certifications required by applicable state and federal law for the work being performed; (c) has the ability to safely perform the basic functions of the applicable trade as required by law; (d) has worked at least one thousand (1,000) hours in the applicable craft or trade; and (e) is a Local Resident.

1.8 "Council" means the Building and Construction Trades Council of Alameda County.

1.9 "Effective Date" means January 1, 2026.

1.10 "Final Acceptance" means that point in time at which the City has finally determined that the work pursuant to a Construction Contract has been completed.

1.11 "Local Area" means the City of Union City.

1.12 "Local Resident" means a person permanently residing in the Local Area, as demonstrated by proof of residency that is not a post office box.

1.13 "Master Agreement" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.14 "New Apprentice" means a Local Resident who is being sponsored into or has been enrolled in a state-approved apprenticeship training program administered by a Joint Apprenticeship Training Committee for less than two years.

1.15 "Operative Date" means the Effective Date).

1.16 "Operative Term" means the period of time that begins on the Operative Date and continues until the end of the Term.

1.17 "Project" means (i) all City projects where the engineer's estimate of the total cost of the project, or the cumulative bid amount(s) submitted by the contractor(s) awarded Construction Contracts for the Project, meets or exceeds one million dollars ($1,000,000). All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Projects shall not be divided or split into separate contracts for the purpose of evading coverage under this Agreement.

1.18 "Project Manager" means the person(s) or entity(ies) designated by the City to oversee the Projects and the implementation of this Agreement.

1.19 "Schedule A" has the same meaning as Master Agreement.

1.20 "Sole Operator" means a licensed contractor with no employees and exempted by the Contractor's State License Board from the requirement to carry worker's compensation insurance, pursuant to California Business and Professions Code section 7125.

1.21 "Term" means the period of time consisting of the "Operative Term" and any "Extended Term(s)" as those phrases are defined in Section 18.2.

1.22 "Union" or "Unions" means the Building and Construction Trades Council of Alameda County and the labor organizations identified on the attached Union Signatures page that become signatory to this Agreement, 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..

1.23 "Veteran" means a person who served in the United States military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable, which is the same meaning set out in 38 U.S.C. § 101(2).

2 SCOPE OF AGREEMENT

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), and their successors and assigns, the City, the Council, and the Unions.

2.2 Applicability: During the Operative Term, this Agreement governs all Construction Contracts awarded on a Project as defined. This Agreement shall no longer apply after Completion, except when the City directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract, when a Contractor performs work under a change order for a Construction Contract, and when start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project are performed pursuant to a Construction Contract.

2.3 Covered Work: This Agreement covers, without limitation, site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project, that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of a Project, including, without limitation to the following examples, geotechnical and exploratory drilling, soils and materials testing and inspection, temporary and permanent HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start up, installation of modular furniture, and final clean up. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication for the Project defined

herein, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.2 The furnishing of supplies, equipment or materials that are stockpiled for later use shall in no case be considered subcontracting. However, construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process, as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation material, construction debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.

2.3.3 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; provided, however, that the installation of specialty items which may be furnished by the Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; further, provided, however, in circumstances requiring special knowledge of the particular item(s), work may be performed by construction persons of a manufacturer or vendor where necessary to protect a manufacturer's warranty provided the manufacturer or vendor can demonstrate that the work cannot be performed by construction persons employed under this Agreement.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of various National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any 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, with the exception that Articles 4, 13, and 14 of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 Construction Contracts awarded by entities other than the City.

2.4.2 The current or anticipated operation, maintenance, repair, access to or use of any of the City's buildings or facilities, except in those circumstances where the Project satisfies the requirements set forth in Section 1.17 ("Projects").

2.4.3 Work performed by the City's own employees as permitted by the California Public Contract Code.

2.4.4 Contractor/Employer's non-construction craft employees such as executives, managerial employees, engineering employees, design employees, supervisors above the level of

general foreman (unless covered by a Master Agreement), and office, clerical, and administrative personnel that are not performing construction work on the project.

2.4.5 Any non-Project work performed on, near or leading to the site of work covered by this Agreement that is undertaken by state, county, or other governmental bodies or their contractors; or by public or private utilities or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.6 Off-site maintenance of leased equipment and on-site supervision of such work.

2.4.7 Construction Contracts for emergency work performed without formal notice of a competitive solicitation for bids, as expressly permitted by Public Contract Code section 20303, provided the requirements therein are satisfied, unless the emergency work is for a Project or the City orders the emergency work to be subject to a competitive solicitation for bids. Notwithstanding this provision, the City and the Council may agree that this Agreement shall apply to emergency work on a case-by-case basis.

2.4.8 Construction Contracts substantially funded by any federal, state, local or other public agency that prohibits the application of this Agreement. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the funding source, then the Council and City shall meet and confer, after which the City may elect to modify or remove such specific provision of the Agreement for the Construction Contract at issue to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible. The determination as to whether the Agreement can remain in place for the Construction Contract at issue without applying the specific prohibited provision shall be solely and ultimately made by the City.

2.5 Award of Contracts: It is understood and agreed that the City has the right to select any qualified bidder for the award of Construction Contracts under this Agreement, pursuant to California Public Contract Code Section 2500 *et. seq.* The bidder need only be willing, ready, and able to execute the Agreement to be Bound. This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project. A copy of all invitations to bid shall be provided to the Council at the time of issuance. In the event that a Construction Contract extends beyond the Operative Term or any Extended Term, the terms of this Agreement incorporated therein shall survive until Completion, notwithstanding anything to the contrary in this Agreement.

2.6 Termination, Suspension and/or Delay of Work: It is understood and agreed that the City, at its sole option, may change, terminate, delay and/or suspend any and all portions of the covered work at any time; however, if such a Construction Contract or portion of a Construction Contract is

later reauthorized, this Agreement shall apply. Furthermore, the City may prohibit some or all work on certain days or during certain hours of the day to comply with applicable codes, laws or regulations, permits or to accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of the ongoing Project's work on the businesses and residents in the neighborhood of the Project sites; and/or require such other operational or schedule changes that may be deemed necessary, in its sole judgment, to effectively maintain the primary purpose of the City's facilities and to remain a good neighbor to the residents and businesses in the area of the Projects. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this section. For the avoidance of doubt, in the event of any such scheduling modifications, the terms of the applicable Master Agreement shall apply.

3 EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Council, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the **Agreement to be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 The provisions of this Agreement, including the Schedule As incorporated herein by reference, 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. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.

3.5 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.6 The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.

3.7 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.8 The Unions agree that this agreement does not have the effect of creating any joint employment status between or among the City and/or any contractor or subcontractor.

4 WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Council, the Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, refusal to work, walk-off, sit down, stand-in, wobble, boycott, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other facility of the City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article, except that the Unions or construction persons employed on the Projects may not participate in any strikes, sympathy strikes, work stoppages, picketing, hand billing, slowdowns, or otherwise advising the public that a labor dispute exists at a Project jobsite because of a dispute between Unions and Contractor(s) on any other project.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 As indicated in Section 4.1.1, there shall be no strike, sympathy strike, picketing, handbilling or otherwise advising the public that a labor dispute exists, refusal to work, walk-off, sit-down, stand-in, wobble, boycott, or slowdowns of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Projects and/or failure of the parties to that agreement to reach a new contract. If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike or withhold labor from the Contractor(s) on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the Union(s) and Contractor(s) agree to an interim agreement that will apply until a new Master Agreement is reached, the employees shall work under the terms of the interim agreement until a new or modified Master Agreement is reached between the Union(s) and Contractors(s). If the new or

modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In consideration of the foregoing, the Contractor(s) shall not incite, encourage, or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the City's decision to terminate or suspend work on the site or any portion thereof for any reason.

4.1.5 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.6 Notification: If the City or any Contractor contends that any Union has violated this Article, it will so notify, in writing, the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article.

4.2 Expedited Arbitration: 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.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 13.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City, the involved Contractor, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and 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.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 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 the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Liquidated Damages: If the Arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, within eight (8) hours of the issuance of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after the arbitrator's issuance of the decisions, then the breaching party shall pay the sum of ten thousand dollars ($10,000) as liquidated damages to the City per shift until the breach is remedied. The arbitrator shall retail jurisdiction for the sole purpose of determining compliance with this obligation and determining the amount of liquidated damages, if any; but such retention shall not prevent the moving party from seeking judicial enforcement of the initial decision.

4.2.6 The arbitrator's 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. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.8 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.

4.2.9 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

5 PRE-JOB CONFERENCES

5.1 Timing: The Project Manager shall convene and conduct, at a physical or virtual location and time agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least ten (10) working days prior to the commencement of any Project work, or the commencement of any Project work under a subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and City or their designee may attend at their discretion.

5.3 The pre-job conference shall include but not be limited to the following subjects:

5.3.1 A listing of each Contractor's scope of work
5.3.2 The craft assignments;
5.3.3 The estimated number of craft workers required to perform the work
5.3.4 Transportation arrangements;
5.3.5 The estimated start and completion dates of the work;
5.3.6 Discussion of pre-fabricated materials; and
5.3.7 Discussion of any work to be done by a manufacturer per section 2.3.3.

5.4 Joint Administrative Committee: In order to ensure the terms of this Agreement are being fulfilled and concerns pertaining to the operation of this Agreement are addressed, the City and the Council shall establish a Joint Administrative Committee ("JAC") as set forth in Article 12 of this Agreement. The JAC shall meet to assess the implementation of this Agreement, review the progress of Projects, and facilitate harmonious relations between the parties. Both the City and the Council shall have the right to call a meeting of the JAC.

6 NO DISCRIMINATION

6.1 The Contractors and the Unions agree to not engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sec, sexual orientation, gender identity, disability or any other basis made illegal by federal, state, and local law against any person, or applicant for employment on the Projects.

7 UNION REPRESENTATION

7.1 The Contractor(s)/Employer(s) recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Project.

7.2 The Contractor(s)/Employer(s) shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the independent requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

8 REFERRAL AND CORE WORKERS

8.1 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Unions shall operate the Job Referral System in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those that require equal employment opportunities and prohibit discrimination

8.2 The Contractor(s)/Employer(s), including those that are not signatory to a Master Agreement, shall have the right to reject any applicant referred by the Union(s), to the extent permitted under the terms of the applicable Master Agreement.

8.3 Sole Operators. A Sole Operator self-performing work on a covered Project must abide by the applicable Master Agreement, and must obtain a dispatch from the Union hiring hall if required. If the Sole Operator hires an employee(s), the employee(s) must be dispatched in conformance with this Agreement. Before hiring an employee(s) on the Project, the Sole Operator must request permission from the JAC through the Coordinator and provide evidence of compliance with CLSB and Workers Compensation requirements.

8.4 Core Workers

8.4.1 A Contractor may request by name, and the local Union shall honor, referral of Core Workers. The Union will first refer to such Contractor one (1) worker from the applicable hiring hall, and then will refer one (1) of the Contractor's Core Workers. This alternating procedure shall repeat until such Contractor/Employer has hired a maximum of five (5) Core Workers. Thereafter, all additional employees shall be hired exclusively from the applicable hiring hall out-of-work list. For the duration of the Contractor's work, this ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in reverse order and in the same ratio of Core Workers to hiring hall referrals as was applied in the initial hiring. This Section applies only to employers not signatory to a Master Agreement and is not intended to limit the transfer provisions of the Master

Agreement of any trade. As part of this process, and in order to facilitate contract administration procedures and the appropriate fringe benefit fund coverage, all Contractors shall require their Core Workers to register with the appropriate Union hiring hall and be dispatched to the Project prior to starting work.

8.4.2 Upon request by any Party to this Agreement, including the applicable Union, the Contractor employing any Core Worker shall provide satisfactory proof (i.e., payroll records, quarterly tax records, or similar documentation) evidencing the worker's qualification as a Core Worker to the City and the Council.

8.4.3 Prior to each Contractor performing any Covered Work on a Project, such Contractor or subcontractor shall provide a list of its Core Workers to the City and the Council. Failure of such a Contractor to do so will result in that Contractor being prohibited from using any Core Workers on that Construction Contract.

8.5 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman they consider necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

8.6 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires any worker(s) pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately direct such worker(s) to the appropriate Union hiring hall to be referred for work on the Project.

9 WAGES AND BENEFITS

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 9.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the

Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

9.5 Work on Fire Sprinkler Systems: All inspections on a Fire Sprinkler System shall be performed by an ASSE 15000 certified Sprinkler Fitter who is registered with the Office of the California State Fire Marshall. All testing and/or maintenance performed on any Fire Sprinkler System shall be performed by an individual who has graduated from a state-approved apprenticeship program. All apprentices working on fire protection systems shall be registered with a state-approved apprenticeship program.

10 LOCAL HIRE, APPRENTICES, AND WORKFORCE DEVELOPMENT

10.1 Local Hire: It is in the interest of the parties to this Agreement to facilitate employment of Local Area residents and to use resources in the Local Area in construction of the Project. It is the objective of the parties that not less than twenty-five percent (25%) of all hours worked on the Project will be worked by residents of the Local Area and the local communities described in the priority tiers below. The Unions will exert their utmost efforts to recruit sufficient numbers of craft persons that are Local Residents to fulfill the referral requirements of the Contractor(s)/Employer(s). To the greatest extent allowed by law, and to the greatest extent consistent with the Unions' hiring hall provisions, and as long as they possess the requisite skills and qualifications, the Unions agree that residents of the Local Area shall be first referred for Project work, including journey-level workers and apprentices covered by this Agreement. While the objective is to utilize as many workers from the Local Area as possible, the parties recognize that it may not always be practicable. The parties therefore agree that the dispatch and employment of workers shall be in the following priority:

Priority 1: Residents of the City of Union City
Priority 2: Residents of the Cities of Fremont, Newark, and Hayward
Priority 3: Residents of Alameda County
Priority 4: All other areas

10.2 Apprenticeship and Workforce Development:

10.2.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

10.2.2 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

10.2.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

10.2.4 Consistent with the requirements of California Labor Code §§ 1776, 1777.5 and 1777.6, Contractor(s)/Employer(s) shall hire one (1) New Apprentice for the first one million ($1,000,000) dollars as determined by the engineer's estimate. Thereafter, Contractor(s) will be required to hire one (1) New Apprentice for every five million dollars ($5,000,000) determined by the engineer's estimate. The New Apprentice(s) must work a minimum of 10% of the total craft's work hours. The intent of this provision is to utilize New Apprentices to the fullest extent permissible by state law and the Master Agreements.

10.2.5 The Contractor may deploy the apprentice to work on another concurrent project in order to meet the minimum hours, and those hours will be counted towards the total hours of the craft on the City of Union City project. Certified Payroll must reflect the hours worked. The Contractor must fully document efforts to hire a New Apprentice, through the following steps: 1) requesting New Apprentices through the Union dispatch procedure, 2) contacting a minimum of three (3) MC3-certified or Union pre-apprenticeship training programs for the applicable craft or trade for referral of Local Residents.

10.2.6 There can be no more than one (1) entry-level New Apprentice for each craft, provided said crafts have apprenticeship openings and the general contractor will be able to include New Apprentices hired by their subcontractor to meet this requirement. The Unions will agree to cooperate with the Contractor(s) in furnishing apprentices as requested and the hiring of the apprentices will be in accordance with the Apprenticeship provisions listed in the Master Agreements and/or the Union agreements with the Division of Apprenticeship Standards, and the apprentices shall be properly supervised and paid in accordance with provisions contained within the Master Agreements. The Unions and Contractor(s)/Employer(s) shall cooperate with local pre-apprenticeship programs to ensure Local Residents have the opportunity to apply for and enter into the apprenticeship programs.

10.2.7 Failure of Contractors and their subcontractors to maintain qualified apprentices on the job will be subject to corrective action and, if not corrected, monetary penalties, as determined by the Joint Administrative Committee as identified in Article 12.

10.2.8 Enforcement, Compliance & Reporting: Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article 10. At a minimum the monthly reports must include 1) data on Local Residents work hour utilization on a craft by craft basis, 2) number of New Apprentices hired and the hours they have worked, 3) documentation showing any requests made to the Union dispatchers for Local Residents and the Union's response to the request. Enforcement of this article shall be according to the Grievance and Arbitration procedure outlined in Article 13.

10.3 Community Workforce Partnerships. The parties recognize the need to build within the region a pipeline to careers in the construction industry. Such effort would serve the parties' mutual goals of providing career opportunities and of developing adequate numbers of competent workers in the construction industry. In furtherance of these goals, the parties agree to work together in good faith, and in partnership with the Construction Trades Workforce Initiative (CTWI), and in conjunction with other interested community-based organizations, to identify and develop an initiative or multiple initiatives to connect residents of the region with careers in the Building and Construction Trades, with a particular focus on providing opportunities to disadvantaged individuals.

10.4 Helmets to Hardhats.

10.4.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans 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.

10.4.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

11 COMPLIANCE

11.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions, and not the City, to investigate and monitor compliance with the provisions of Article 9 of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the City or its designee shall comply with its obligations thereunder as well as this Agreement.

12 JOINT ADMINISTRATIVE COMMITTEE

12.1 There is hereby established a four (4) person Joint Administrative Committee ("JAC"). The JAC shall be comprised of two (2) representatives selected by the City and two (2) representatives selected by the Council. The City and the Council shall designate alternates who may serve in the absence of the designated representatives for any purpose. The JAC shall meet quarterly, or at the request of any Party to the Agreement, including Contractor(s)/Employer(s), to review the implementation of the Agreement, review progress of the Projects, and resolve concerns or issues relating to the administration of the Agreement; however, the JAC may not change, amend, add to or detract from any of the provisions of the Agreement. The Project Manager shall convene and facilitate the quarterly meetings and any other meetings as requested.

12.2 The City and Council representatives shall report on Project progress and provide ongoing workforce projections to facilitate efficient construction and compliance with the Local Hire goal.

12.3 The JAC shall convene in an effort to resolve any grievance filed pursuant to Article 13 by unanimous vote, with such resolutions to be final and binding on all signatories to the Agreement. The failure of any party to attend said hearing shall not delay the hearing or issuance of an award by the JAC, and in the absence of any party to the grievance, the hearing may proceed *ex parte*. If the JAC is unable to resolve the grievance, the grievance may be referred in accordance with Step 3 of Article 13.

12.4 In the event the City has received no bids for a Project, the City may convene a meeting of the JAC to discuss the bidding requirements, the pool of available contractors for the work, and whether this Agreement had an impact on bidding outcomes. Upon mutual agreement, the JAC may determine that application of this Agreement should be waived for the Project in question.

12.5 The City or the Council may, at any time, request an emergency meeting of the JAC to address and resolve concerns or issues relating to the administration of this Agreement. Upon a request for an emergency meeting, the JAC shall convene within three (3) business days.

13 GRIEVANCE ARBITRATION PROCEDURE

13.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article 4 and Article 14, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

13.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

13.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Joint Administrative Committee for final and binding decision by majority vote, as set forth in Article 12. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article 4, or if not available, the alternate arbitrator designated in Article 4, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Carol Vendrillo
3. Morris Davis

13.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

13.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

13.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City 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 so order.

13.9 Should any of the arbitrators listed in this Article or Article 4 no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

14 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Contractor(s)/Employer(s) performing the work involved; and such work assignments will be in

accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor(s)/Employer(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)/Employer(s) and Unions parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, 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 offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

14.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

15 MANAGEMENT RIGHTS

15.1 Consistent with the Master Agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

16 DRUG AND ALCOHOL TESTING

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited. In addition, the use and/or sale of tobacco or vaping products on City property is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

17 SAVINGS CLAUSE

17.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void,

by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

17.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article 4.

18 TERM

18.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

18.2 The Operative Term shall be a period of five (5) years. Prior to the five (5) year anniversary of the Operative Date of this Agreement, the City and the Council shall meet to discuss proposed changes to the Agreement and/or whether the agreement should be extended for an additional period or periods of time (an "Extended Term(s)"). Absent changes or termination, the Agreement shall automatically continue for successive one (1) year Extended Terms. Notice of termination shall be provided via e-mail, personal service or regular mail, at least 30 days prior to the end of the Operative Term or Extended Term, as applicable.

19 MISCELLANEOUS PROVISIONS

19.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

19.2 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. Faxed or emailed PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures. The Parties agree that the Agreement may be executed using electronic signatures so long as they are valid and enforceable under California law.

19.3 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 signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

19.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions

of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

19.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

[SIGNATURES TO FOLLOW]

CITY:

CITY OF UNION CITY, a California Municipal Corporation

By: _____
_____, City Manager

Date: _____

COUNCIL:

Building and Construction Trades Council of Alameda County , AFL-CIO

By: _____
Andreas Cluver, Secretary-Treasurer

Date: _____

SIGNATORY UNIONS

ADDENDUM A

AGREEMENT TO BE BOUND

[Date]

[Addressee]

[Address]

Re: Community Workforce Agreement for the City of Union City
Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a party to and bound by the Community Workforce Agreement for the City of Union City ("Agreement"), as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 9.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the Agreement undertaken by the undersigned, and the undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound. This Agreement to Be Bound shall survive the end of the Term of the Agreement, as specified in Section 2.5 of the Agreement.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR:_____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person:_____

Address of Authorized Person:_____

State Public Works Registration Number: _____

160063\1572846

UNION CITY

Item 7.1

ADOPT A RESOLUTION APPROVING THE COMMUNITY WORKFORCE AGREEMENT WITH THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF ALAMEDA COUNTY AND THOSE SIGNATORY LOCAL UNIONS

Background

Community Workforce Agreements

- Binding, pre-hire agreements that require the use of organized labor on qualifying public works projects.
- CWAs include provisions including local hire goals and labor peace provisions.

Background

Discussions and Referral to Legislation and Policy Committee Meeting

- The Building and Construction Trades Council of Alameda County engaged the City in late 2024 regarding a potential CWA for City projects.
- Following negotiations, staff brought the draft CWA to the Legislation and Policy Committee for review.
- The Committee recommended that staff present the CWA to the City Council for consideration with a recommendation for approval.

CWA Terms

- Scope: Construction projects with engineer's estimate of $1,000,000 or more.
- Term: 5 years beginning January 1, 2026.
- Exclusions:
  - Construction contracts awarded by other entities.
  - Qualifying emergency work.
  - Contracts substantially funded by another public agency which prohibits the application of the agreement—City will meet and confer to determine if CWA can remain in place without prohibited provision.

CWA Terms

- Labor Peace: No strikes, work stoppages, etc. because of a dispute on the City project or any other project.
- Joint-Administrative Committee: CWA required establishment of Joint-Administrative Committee to ensure the terms of the CWA being met.
- Local Hires: Local Hire Goal is a minimum of 25% of all hours worked on the project to be worked by Local Residents and other local areas at varying priority levels: Priority 1: Union City; Priority 2: Fremont, Newark, and Hayward; Priority 3: Residents of Alameda County; Priority 4: All other areas.

CWA Terms

- Apprenticeships: Contractors required to hire one new apprentice for the first $1M in project cost and one for every $5M thereafter.
  - Local residents enrolled in a state-approved Joint Apprenticeship Training Program.
  - Must work a minimum of 10% of total craft's work hours.
- Community Partnerships: CWA requires the parties to work with the Construction Trades Workforce Initiative in good faith to identify and develop an initiative to connect residents with careers in the Building and Construction Trades.

Recommendation

Adopt a Resolution Approving The Community Workforce Agreement With The Building And Construction Trades Council Of Alameda County And Those Signatory Local Unions

UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA
Carpenters Local 713, Alameda County

Mailing Address
1050 Mattox Road
Hayward, California 94541-1298

Union Meetings:
Second and Fourth
Thursdays

Phone: 510-581-7817

Fax: 510-581-1267 • E-Mail: carp713@carpenters713.org • Dispatch Fax: 510-733-2509 • www.carpenters713.org

August 11, 2025

Emailed Only

Mayor Gary Singh
Vice Mayor Scott Sakakihara
City Council, Union City
34009 Alvarado-Niles Road
Union City, CA 94587

Re: Opposition to Item #7.1 Adopt a Resolution Approving the Community Workforce Agreement with the Building and Construction Trades Council of Alameda County and Those Signatory Local Unions

Dear Mayor Singh, Vice Mayor Sakakihara and members of the City Council of Union City:

The members of Nor Cal Carpenters Union Local 713 in Union City, Alameda County and the surrounding Bay Area oppose the proposed Community Workforce Agreement (CWA) in its current iteration. The proposed CWA excludes the largest construction Trade Union in the State of California. The number of union Carpenter jobs that will not be available to the residents of Union City and the lost opportunity for local apprentices to begin or continue a career in the construction industry is significant.

It is our duty to protect the wages, benefits, working conditions and job opportunities for our eleven apprenticeable crafts who depend on this work for a livelihood in Union City and the surrounding area.

Carpenters Local 713 is saddened that an agreement with the City and an entity that does not represent our Carpenter Brothers and Sisters will be pushed through without the support or advice of the Nor Cal Carpenters Union. We ask that the council delay approval of the proposed CWA until a later date.

Sincerely,

Israel C. Avila
President
Carpenters Union Local 713

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION APPROVING THE BART MURAL PROJECT WORKPLAN

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt a resolution approving the BART Mural Project workplan. The proposed project includes a five-phase implementation process that includes a robust community input, a process for regular updates to the City Council, and coordination with BART.

STRATEGIC PLAN ALIGNMENT

Goal E. Communication and Outreach: Build connections with community partners, residents, and employees.

Strategy: Collaborate with the Arts and Culture Commission and Bay Area Rapid Transit (BART) to place murals on the Kennedy Park BART pillars.

BACKGROUND

The City of Union City adopted a five-year Strategic Plan in 2019. On September 26, 2023, City Council adopted the Strategic Plan FY 2019-2020 through FY 2024-2025 Final Update which served as an opportunity for the Council to review progress and establish priorities for the remaining two years of the Strategic Plan. The final update included new strategies to the existing goals.

The strategy to place murals on the BART pillars in Kennedy Park was initially incorporated into the Strategic Plan in August 2021 (as reflected above in the Strategic Plan Alignment above) and readopted in September 2023. Staff began working with the Arts and Culture Commission on the BART mural project ("Project") in 2023. However, during that time there was frequently a lack of quorum to hold the Arts and Culture Commission meetings, and establishing an ad hoc committee to focus on the Project was hampered by changing Commissioner appointments.

The Project began in earnest in 2024 with the Arts and Culture Commission establishing an ad hoc committee to demonstrate the Commission's support in prioritizing this project and to also focus on the creation of a Union City Public Art Map. City staff received initial guidance from BART about how to proceed with a mural proposal. Due to the size and scope of the Project and the strict guidelines for art installation, BART highly recommended hiring an art consultant to facilitate the planning and implementation of the Project through BART's application process and act as a liaison between the City and the BART Arts Program staff. The BART Arts Program Master Plan 2019 lays out their vision, strategy and framework to promote the inclusion of all art forms, from permanent and changing visual art to music, performance and literary arts. A copy of the master plan is available online;
https://www.bart.gov/sites/default/files/docs/BARTArtMasterPlan_Final_lo_res.pdf

In April 2025 the City entered into an agreement with Evelyn Orantes (EO) Consulting, who has decades of experience in arts administration, public art, and cultural programming, to provide staff guidance and support throughout the BART Mural Project. As a public art consultant, curator, and cultural strategist, EO Consulting specializes in developing and managing large-scale public art projects, including murals, exhibitions, and site-specific installations through a visionary approach to creative placemaking and community-driven storytelling. More recently, EO Consulting was the project lead for BART's Fruitvale Station multi-phase mural display that includes ten (10) pillars leading from the BART station into the

Fruitvale Business District. Attachment I includes more information about EO Consulting.

Now with the ad hoc committee in place and the guidance of EO Consulting, the public outreach for this Project is underway. A community survey has been released to solicit public engagement and begin the process of defining the Project's vision and theme. The input from the City Council at this early stage is also important to the success of the project.

DISCUSSION

Throughout the Project, the ad hoc committee will consult with BART through their Arts Program to ensure the proposed theme, artist(s) selection, and mural design adheres to their art and design guidelines and other requirements, prior to forwarding recommendations to the Arts and Culture Commission and City Council for final approval. A robust community engagement process will inform meaningful themes, values, and stories for the installation of the murals on the available nine (9) pillars. The ad hoc committee provides ongoing Project updates and gathers input at the regular Arts and Culture Commission meetings. This will ensure a transparent and inclusive approach that is centered in community voice. The approved final design and related costs will determine the number of BART pillars that will have murals placed upon them.

Next Steps

City staff and the Arts and Culture Commission, with the guidance of EO Consulting, developed a proposed BART Mural Project Workplan, for May 1, 2025 through June 30, 2027. The goal is to complete the mural installation by February 2027. Given the scope of the BART mural installation, the workplan is comprised of five phases. Exhibit A provides detailed workplan activities and timelines. The following is a brief overview of each of the five phases.

- **Phase I: Establishment of Regular BART Mural Project Ad Hoc Committee Meetings and Project Theme Development, May – December 2025**

Focus on establishing regular BART Mural Project ad hoc committee meetings, project workplan and deliverables, public outreach and community engagement activities, and research.

City Council Action: *Arts and Culture Commission makes a recommendation to the City Council to approve the final mural theme across the nine pillars.*

- **Phase II: Competitive Bid Process Development and Artist Selection, September 2025 – June 2026**

Focus on beginning engagement with BART's Art Program on approval of theme and scope of Project, identifying and contracting the artist(s) for the project through a transparent, inclusive competitive bid plan and process.

City Council Action: *Arts and Culture Commission makes a recommendation to the City Council to authorize a contract with the selected artist(s) and an MOU with BART.*

- **PHASE III: Mural Design and Planning, June – September 2026**

Focus on finalizing mural designs and budget, aligning City recommendations and BART guidelines, and laying the groundwork for a successful production phase.

City Council Action: *Arts and Culture Commission makes a recommendation to the City Council to approve the final mural design and project budget.*

- **PHASE IV: Mural Fabrication and Production, September 2026 – February 2027**

Focus on site prep, mural execution, and coordination with appropriate partner agencies to ensure all essential elements are considered (permitting, vendors, mural installation activities, etc.).

City Council Action: *Staff updates the Arts and Culture Commission and City Council on the BART Mural Project.*

- **PHASE V: Mural Unveiling Event and Legacy Planning, January – March 2027**

Focus on planning an unveiling event and programming and developing a maintenance plan for the long-term care of the BART mural installation.

City Council Action: *Staff updates the Arts and Culture Commission and City Council on BART Mural Project completion, unveiling event, and project evaluation report.*

Throughout the Project, the Arts and Culture Commission and City Council will provide guidance and approval on key elements of the BART mural design and installation. Specifically, the City Council will be briefed and asked for their confirmation and approval of the theme, approval of the selected artist(s), and final approval of the proposed mural design.

FISCAL IMPACT

The BART Mural Project is funded through the Public Art In-Lieu Fee – Fund 268, which currently has a balance of approximately $863,000 of unencumbered funds. This fund is replenished when a developer pays an in-lieu fee instead of providing public art. If a developer provides art as part of their project, there is no payment of the fee. These funds cover all publicly installed art, such as the art at the Sports Center entrance and the utility box mural project.

The Five-Year Capital Improvement Plan already identifies $200,000 for the Project. However, the actual estimated cost will not be known until the final artist(s) is/are selected and the final scope of the work is understood. At each step through Phase II and Phase III the costs will become clearer. Final project design, number of murals to be installed, artist selection, and design concept will determine actual costs.

There is no budget action at this time.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the BART Mural Project workplan.

Prepared by:

Laura Buzo, Community and Recreation Services Director

Submitted by:

Laura Buzo, Community and Recreation Services Director

ATTACHMENTS:

	Description	Type
🗋	Attachment 1 - Evelyn Orantes Consulting PowerPoint	Attachment
🗋	Draft Resolution for BART Mural Project Workplan	Resolution
🗋	Exhibit A - BART Mural Project Workplan	Exhibit
🗋	PowerPoint Presentation	Attachment
🗋	Public Comment - Ferrarior-Sells, Julia	Attachment
🗋	Public Comment - Evans, Brian	Attachment

Evelyn Orantes Consulting

Celebrating the Uniqueness and Commonalities within Communities

Evelyn Orantes, Consultant

Fruitvale Outdoor Street Gallery

The Unity Council BART Project

Fruitvale Street Gallery A Destination

While you're here…

Enjoy our Local Restaurants & Shops

Come to our Farmer's Market

Oscar Grant Mural by Refa 1 and Hummingbird by Favianna Rodriguez

Pablo Arroyo and Pancho Pescador

Fred Alvarado

&

Liv Rose Unger

Zoe Boston

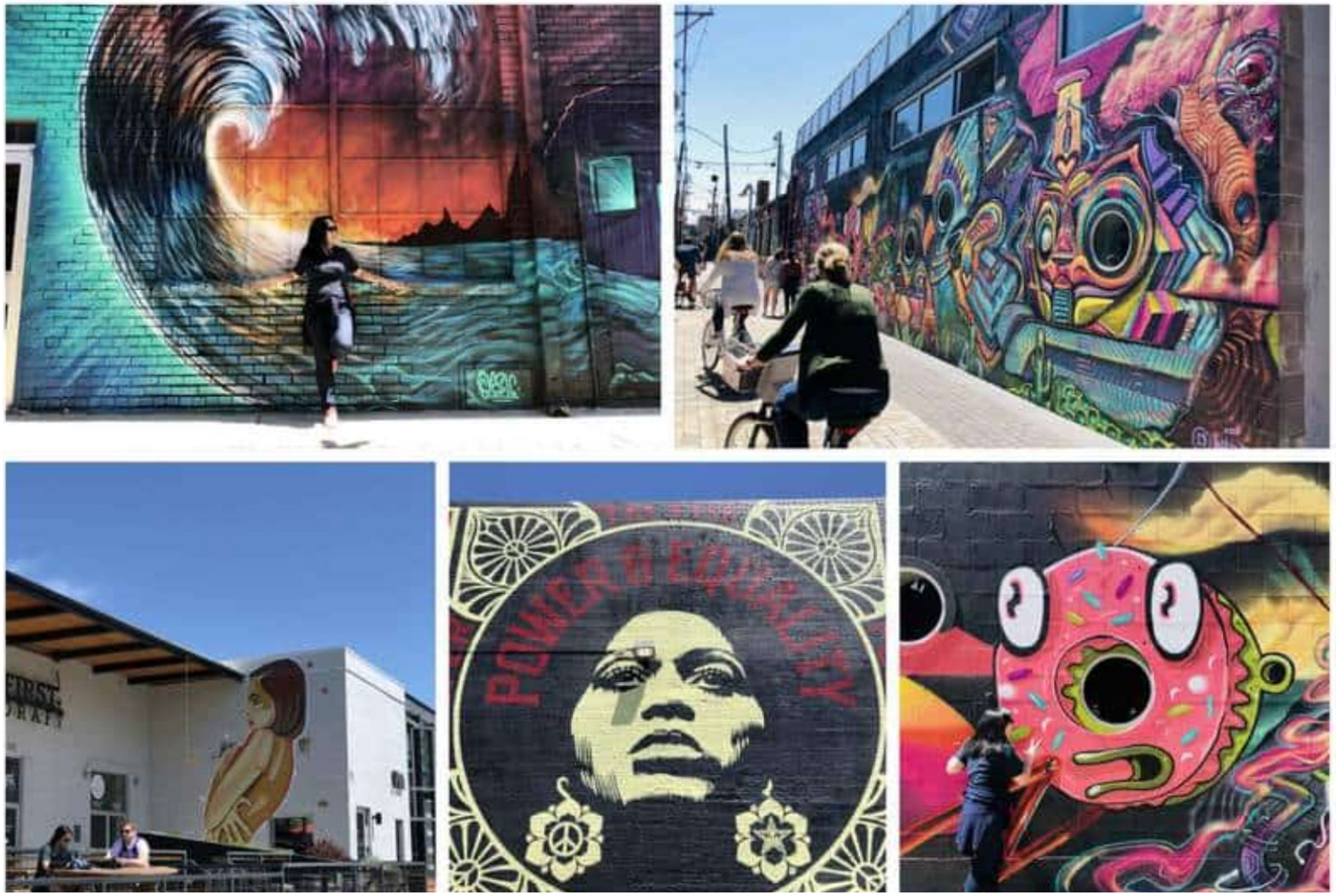
&

Francisco Sanchez

Inspiration for Fruitvale Murals

Chicano Park, San Diego

Balmy Alley, Mission Neighborhood, SF



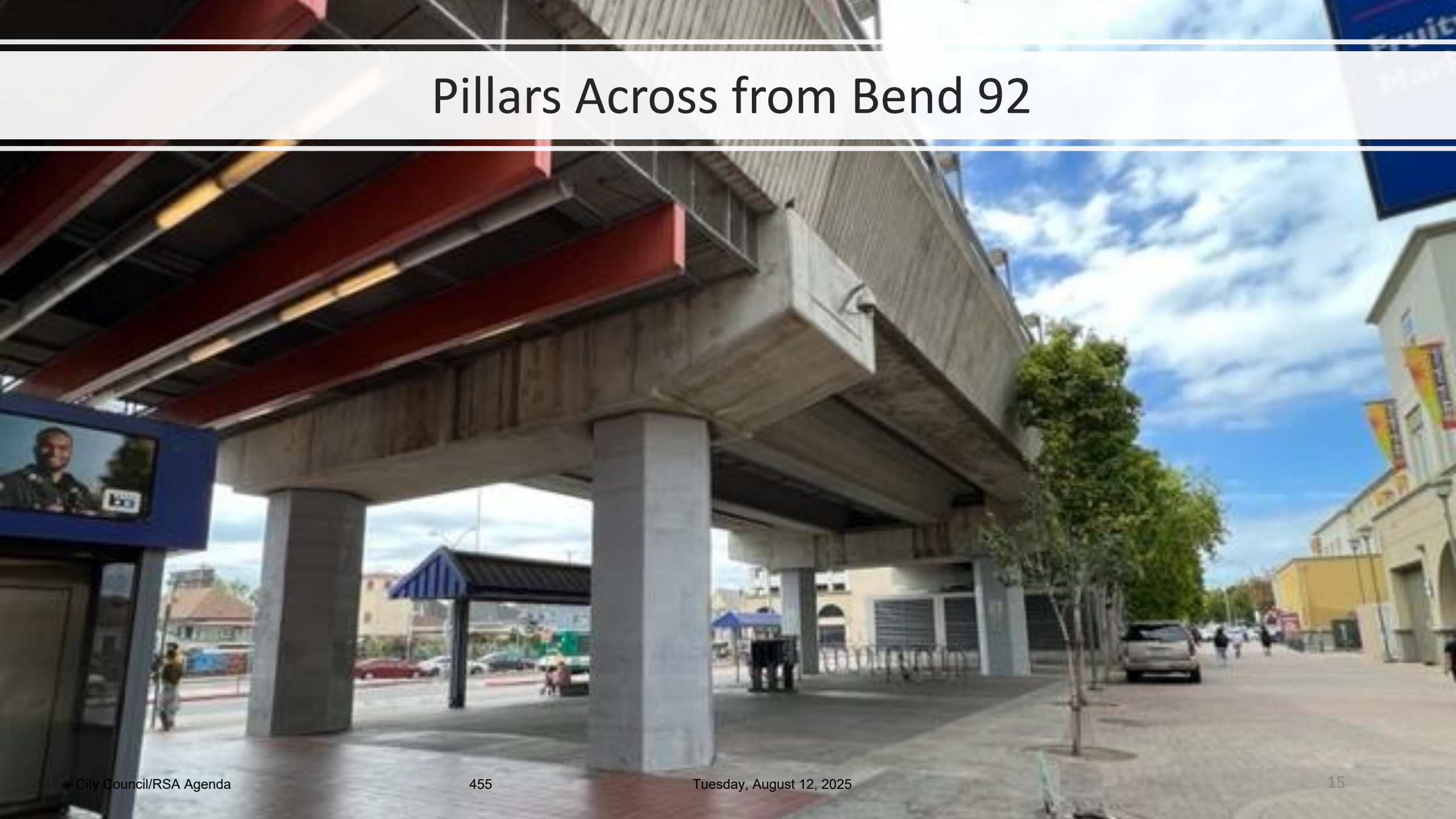
Rino Art District, Denver, Colorado

League City, Texas

Experiment: QR Codes on Murals to Add Texture (Artist voices, music, poetry, history)

Bend 92

Pillars Across from Bend 92



A2
A1
1
3
5
7
9
8
6
4
2

Invited Artists

Cee Cee Carpio

Jet Martinez

Jesus Rodriguez

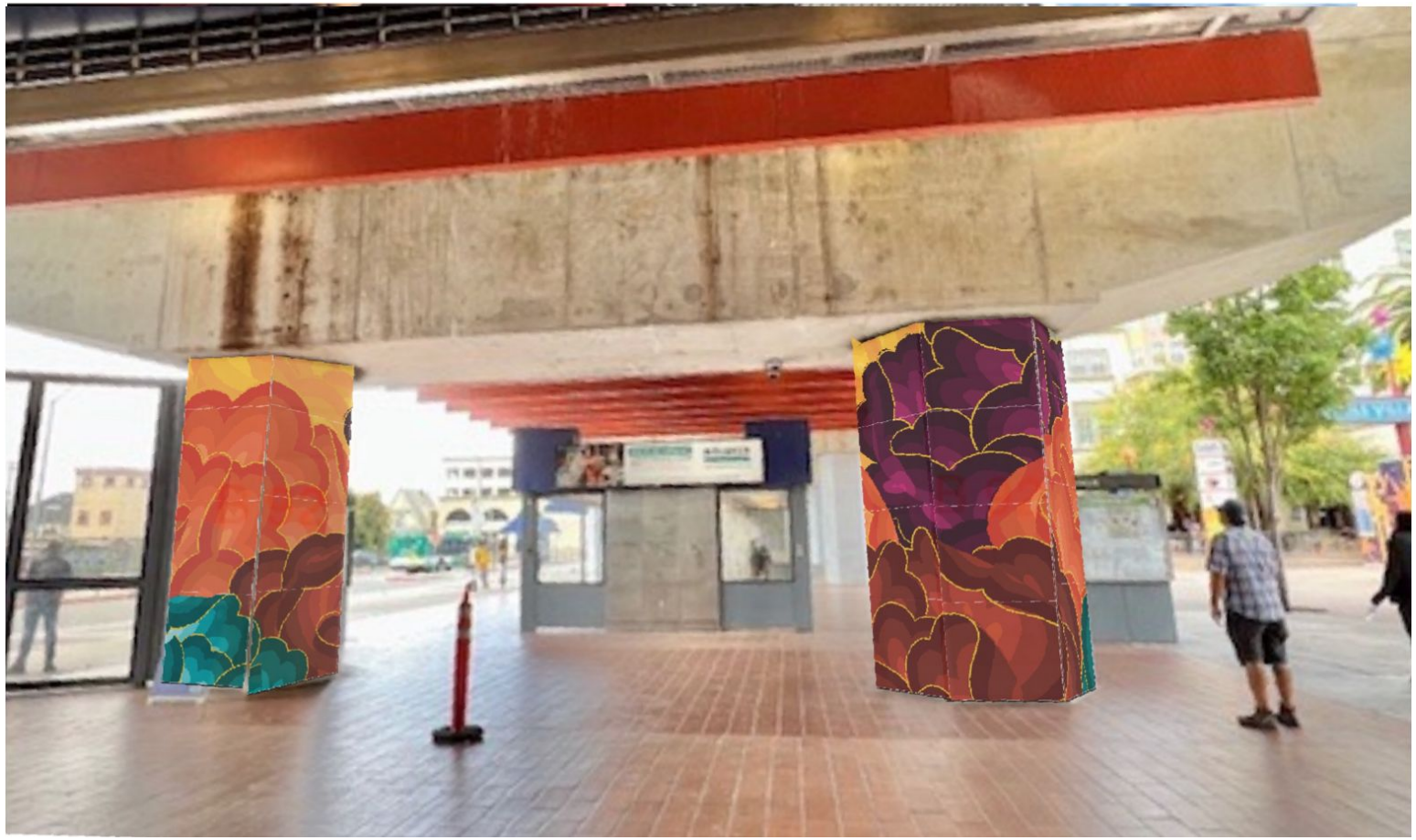
Rachel Wolfe-Goldsmith

Favianna Rodriguez

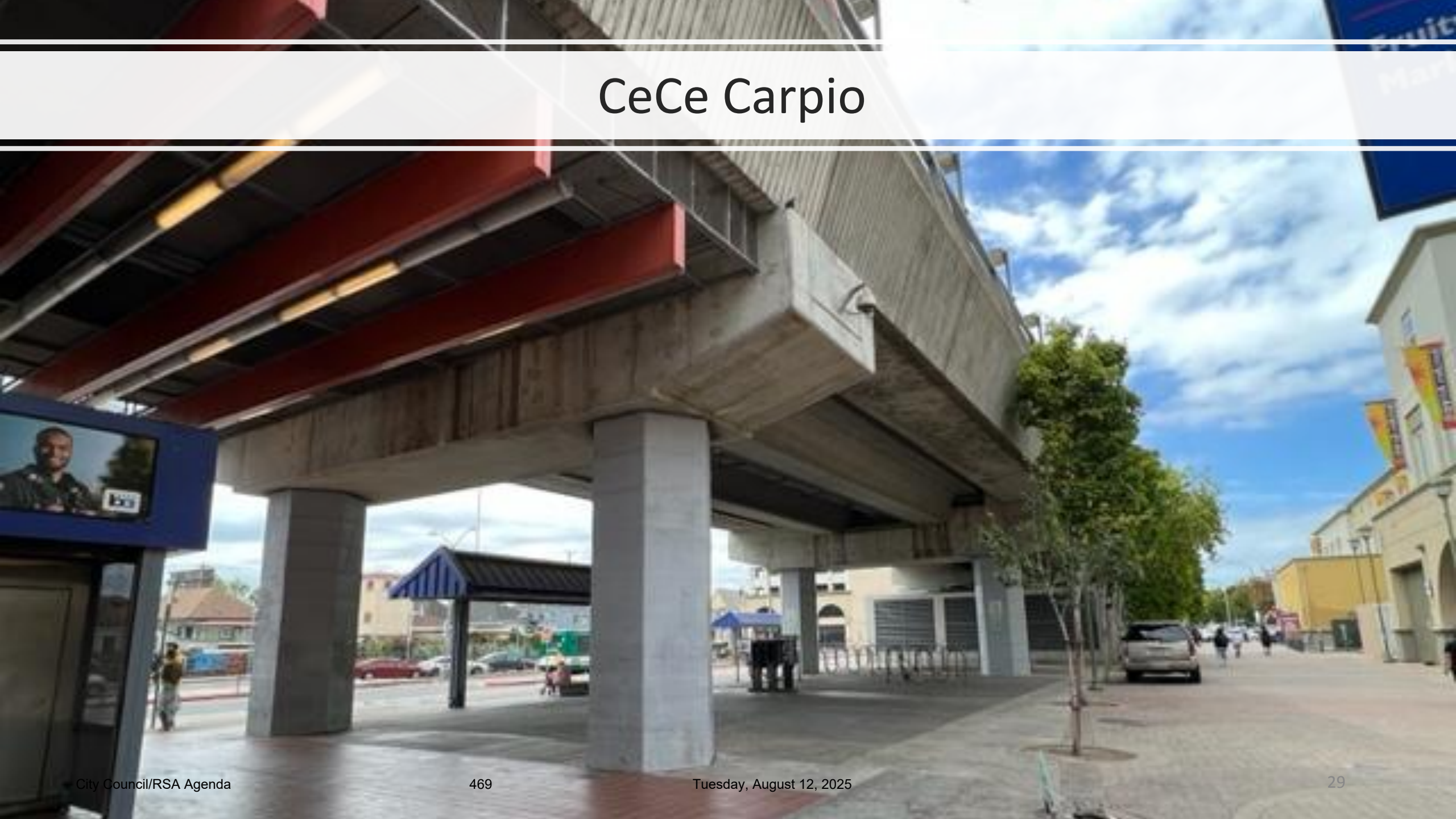
Fruitvale BART Station NOW

Gateway to Fruitvale (Bend 92)

Jet Martinez
(Bend 92)



CeCe Carpio



Pillars Across from Bend 92: Cece Carpio

A2
B-90
MP 3.27
A1
B-90
MP 3.27

Pillars Next to Oscar Grant Mural

A2
A1
1
3
5
7
9
8
6
4
2

A2
B-86
MP 3.35
A1
B-86
MP 3.35

UNION CITY STATION
PASSENGER DROP OFF
"I added CLIPPER to my mobile wallet
It was easy-peasy!"

City of Union City
BART Mural Project

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY ACCEPTING THE BART MURAL PROJECT WORKPLAN

WHEREAS, the City of Union City adopted a five-year Strategic Plan in 2019. On September 26, 2023, the City Council adopted the Strategic Plan FY 2019-2020 through FY 2024-2025 Final Update, which served as an opportunity for the Council to review progress and establish priorities for the remaining two years of the Strategic Plan. The final update included new strategies for the existing goals; and

WHEREAS, in August 2021, and readopted in September 2023, the City Council included in the Strategic Plan, Goal E. Communication and Outreach, the Strategy: Collaborate with the Arts and Culture Commission and Bay Area Rapid Transit (BART) to place murals on the Kennedy Park BART pillars; and

WHEREAS, the project will place murals on up to nine BART pillars in Kennedy Park and at Decoto Road; and

WHEREAS, the Arts and Culture Commission, City of Union City staff, Evelyn Orantes Consulting and an Arts and Culture Commission ad hoc committee will lead the BART Mural Project; and

WHEREAS, the Arts and Culture Commission ad hoc committee developed a BART Mural Project Workplan, for May 1, 2025, through June 30, 2027, intending to complete the mural installation by February 2027, for City Council consideration; and

WHEREAS, the scope of the BART Mural Project workplan is comprised of five phases with detailed activities, timelines, and deliverables.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby accepts the BART Mural Project Workplan, attached as **Exhibit A**.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Attachment:

1. Exhibit A – BART Mural Workplan

BART MURAL PROJECT WORKPLAN
May 1, 2025 – June 30, 2027

City staff and the Arts and Culture Commission ad hoc committee with the guidance and support of EO Consulting, developed a proposed BART Mural Project Workplan. While the workplan is from May 1, 2025 through June 30, 2027, the goal is to complete the mural installation by February 2027. Given the scope of the BART mural installation, the workplan is comprised of five phases. *The timeline of the project including the scale, scope, budget, and final artist(s) selected are subject to change based on unforeseen challenges and barriers that may emerge at any time during the design and installation of the project*

PHASE I: Establishment of Regular BART Mural Project Ad Hoc Committee Meetings and Project Theme Development, May – December 2025

This phase establishes the foundational framework for the strategies, timelines, processes of the BART Mural Project. The strategies will include ad hoc committee meetings, workplan development, research, stakeholder engagement, and strategic planning to ensure engagement and alignment across City departments, Arts and Culture Commission, City Council, BART, and community members.

Key Activities:

A. Strategic Planning with Union City Staff and Arts and Culture Commission

1. City staff and EO Consulting will develop a BART Mural Project workplan with ad hoc committee, Arts and Culture Commission, and City Council to provide guidance, deliverables, and timelines.
2. City staff, EO Consulting and ad hoc committee will:
   a. Align project with the City's strategic plan and public art policies and procedures, as well as BART's Arts Program guidelines and policies.
   b. Establish ongoing meetings with BART Arts Program staff to review and approve proposed theme, artist(s) selection, and art design to ensure adherence to their requirements, standards, policies, etc.
   c. Establish BART Mural Project as a standing agenda item at all the Arts and Culture Commission Meetings to provide ongoing updates.

B. Community and Stakeholder Outreach and Engagement

1. City staff and EO Consulting will implement a multipronged community engagement strategy to gather input and ideas that will inform the mural theme and the artist selection criteria for the competitive bid processes, request for qualifications (RFQ) and request for proposal (RFP). Community engagement activities will include:
   a. Launch Union City website project page and social media promotional activities with ongoing updates and information.

b. Disseminate paper and online multilingual citywide survey to gather community ideas and vision for BART mural theme.
c. Conduct in-person outreach and education at community events.
d. Host a community forum to share preliminary findings from a citywide survey, Arts and Culture Commission meetings, and stakeholder engagement.
e. Provide updates on the BART Mural Project at all scheduled Arts and Culture Commission and periodic updates to the City Council meetings.

C. Research and Content Development

1. EO Consulting will conduct literature review and research of Union City's historical, cultural, and environmental context.
2. EO Consulting will prepare summary report of findings from community input and historical, cultural, and environmental research and literature review.
   a. Ad hoc committee to develop the mural theme in alignment with findings from survey, research, literature review, and community and stakeholder input.
3. EO Consulting will research and identify City public art and BART mural installation requirements and permitting processes, this may lapse over all five phases of the project.
4. City staff and EO Consulting will develop a memorandum of understanding between the City of Union City and BART as it relates to the mural design and installation and maintenance on the BART pillars.

D. Deliverables

1. BART Mural Project workplan.
2. Community and stakeholder outreach strategy and activities.
3. Summary report of findings from community input and historical, cultural, and environmental research.
4. Approve mural theme.
5. Identify City public art and BART mural installation requirements and permitting processes.

City Council Action: Arts and Culture Commission makes a recommendation to the City Council to approve the final mural theme across the nine pillars.

PHASE II: Competitive Bid Process Development and Artist Selection, September 2025 – June 2026

This phase focuses on identifying and contracting the artist(s) for the project through a transparent and inclusive competitive bid process, that meets and aligns with City practices, and policies. Coordination with City staff and BART Arts Program is essential to ensure compliance with public art protocols, guidelines, permitting requirements, etc.

Key Activities:

A. Develop and Release Competitive Bid Plan and Process

1. City staff and EO Consulting will develop a plan with timeline for the competitive bid process for artist(s) selection, and a preliminary budget to support all phases of the BART mural installation.
2. City staff and EO Consulting will release competitive bid documents, request for qualifications (RFQ) and request for proposals (RFP) to identify an experienced

mural artist(s) that best captures the approved mural theme. RFQ and RFP will include project overview, eligibility, site context and submission requirements, as well as scoring process and rubric.

B. Artist Proposal Review and Selection

1. Ad hoc committee with the support of City staff and EO Consulting will review and score submitted RFQ and RFP proposals.
   a. RFQ Applicants: Top scoring RFQ applicants (up to 5) that have demonstrated experience and have a vision for the approved mural theme will be invited to submit RFP proposals.
   b. RFP Applicants: Invited RFP applicants will submit proposals with a sketch/artwork reflecting their vision for the approved mural theme.
      1). Artist(s) invited to submit an RFP will receive a nominal stipend amount to incentivize them for their time and materials invested in developing their proposal and sketch/artwork.
2. City will award the BART Mural Project contract to the artist(s) receiving the highest score on their RFP proposal and sketch/artwork as recommended by the ad hoc committee and approved by the Arts and Culture Commission and City Council.

C. Contract and Memorandum of Understanding (MOU)

1. City enters into a contract with the selected artist(s) that includes all appropriate requirements, including, but not limited to: scope of work, payment schedules, project budget, deliverables, insurance, indemnification clauses, etc.
2. City explores the development of an MOU with BART for mural installation and long - term maintenance expectations and agreements.

D. Deliverables

1. Complete and release RFQ and RFP documents and process.
2. Review and score submitted RFQ and RFP proposals.
3. Select most qualified and experienced artist(s).
4. Execute artist(s) contract.
5. Memorandum of understanding between the City of Union City and BART.

City Council Action: Arts and Culture Commission makes a recommendation to the City Council to authorize a contract with the selected artist(s) and an MOU with BART.

PHASE III: Mural Design and Planning, June – September 2026

This phase focuses on finalizing mural design and budget, and BART mural installation schedule and related logistics to begin production phase.

Key Activities:

A. Refinement of Mural Design

1. Ad hoc committee with the support of City staff and EO Consulting will facilitate working sessions with the selected artist(s) to refine design ideas/concepts based on City, BART, Arts and Culture Commission, City Council, and community input.
2. City staff and EO Consulting will finalize project budget with the artist(s) for BART mural installation that includes but is not limited to: artist contract, materials, vendors, permits, etc.

3. City staff, EO Consulting, and ad hoc committee will ensure all proposed designs meet BART requirements and City ordinances, public art standards, and site-specific technical guidelines.

B. BART Mural Installation Schedule

1. City staff and EO Consulting will develop a master installation schedule with the artist(s) and will include City, BART, and artist's third-party vendors (e.g., scaffold providers, wall prep teams, etc.) that will support BART mural installation.
   a. City staff and EO Consulting, and artist(s) will identify strategies and solutions to address any emerging challenges and technical constraints that may impact BART mural installation timeline.

C. Deliverables

1. Approve mural design.
2. Final project budget.
3. Master schedule of BART mural installation.
4. Permits and requirements (if applicable)

City Council Action: Arts and Culture Commission makes a recommendation to the City Council to approve the final mural design and project budget.

PHASE IV: Mural Fabrication and Production, September 2026 – February 2027

This phase focuses on site prep, mural execution, coordination with agencies to ensure all essential elements are considered (permitting, vendors, mural installation activities, etc.).

Key Activities:

A. BART Mural Installation Preparation

1. EO Consulting and artist(s) coordinate with BART and City to prepare pillars (e.g., priming, graffiti removal, power washing, repairs, park/street closure, etc.) for mural placement.

B. Launch Mural Fabrication and Installation.

1. EO Consulting and artist(s) begin mural fabrication and installation through a collaborative approach with City departments and BART that will include:
   a. Weekly or bi-weekly check-ins with artists, fabricators, City departments, and BART staff to monitor progress and address emerging issues in a timely manner.
2. EO Consulting will oversee, monitor, and document mural fabrication and installation progress through photography/video for promotional efforts, archival purposes, and any future maintenance needs.

C. Deliverables

1. Preparation of BART pillars for mural installation.
2. Completed BART mural installation.

City Council Action: Staff updates the Arts and Culture Commission and City Council on BART Mural Project

PHASE V: Mural Unveiling Event and Legacy Planning, January – March 2027

This phase focuses on hosting an unveiling mural event, creating promotional and educational activities, and developing a long-term maintenance plan.

Key Activities:

A. Public Unveiling and Dedication Event

1. City staff, EO Consulting, the ad hoc committee, and artist(s) will plan and host mural unveiling event with guidance from the Arts and Culture Commission and City Council.

B. Educational Materials and Resources

1. City staff and EO Consulting will explore opportunities with Arts and Culture Commission to develop promotional and educational materials and resources such as self-guided tours, digital and website content, videos, etc.
    a. Develop a strategy to document and share the stories behind the mural design through press, social media, and digital archive.

C. Maintenance Planning and Evaluation

1. EO Consulting and artist(s) will develop a long-term maintenance, conservation, and repairs plan with potential funding sources in collaboration with BART, Arts and Culture Commissioners, and City Council.
2. City staff and EO Consulting, with guidance from the Arts and Culture Commission, will develop a project evaluation report, in collaboration with artist(s), ad hoc committee, City Council, BART, and community to assess overall project, including process, lessons learned, and community impact.

D. Deliverables

1. Plan and host an unveiling event and related programing and activities.
2. Develop promotional and educational activities.
3. Develop a project evaluation report.
4. Incorporate long-term maintenance plan into the City's Capital Improvement Projects.

City Council Action: *Staff updates the Arts and Culture Commission and City Council on BART Mural Project completion, unveiling event, and project evaluation report.*

Adopt a Resolution Accepting the BART Mural Project Workplan

BACKGROUND

The strategy to place murals on the BART pillars in Kennedy Park was initially incorporated into the Strategic Plan in August 2021 and readopted in September 2023.

Goal E. Communication and Outreach: Build connections with community partners, residents, and employees.

Strategy: Collaborate with the Arts and Culture Commission and Bay Area Rapid Transit (BART) to place murals on the Kennedy Park BART pillars.

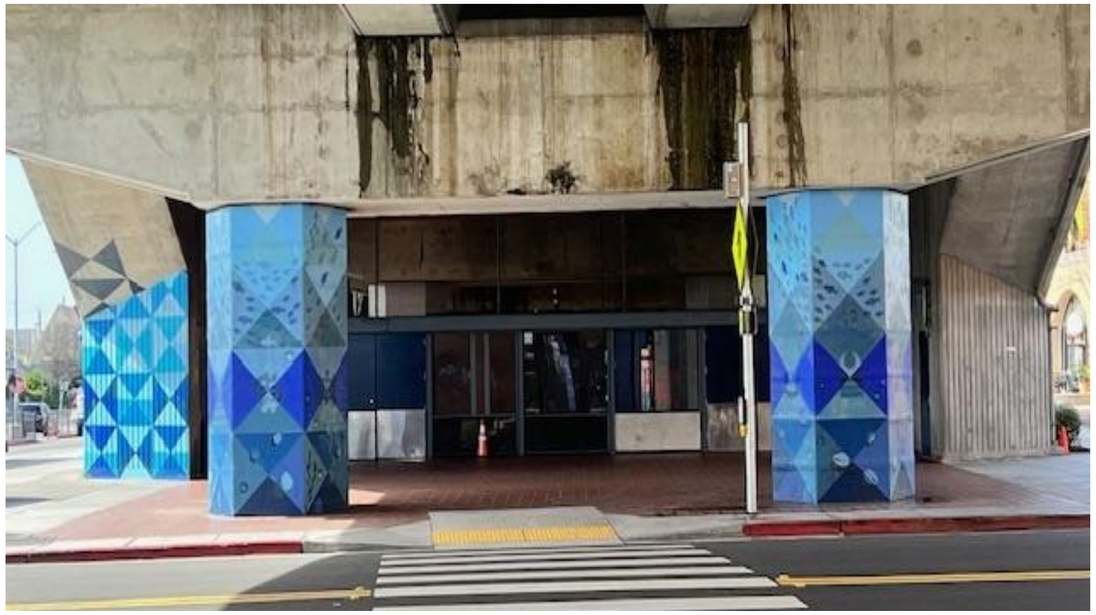
BACKGROUND

- In 2024 the Arts and Culture Commission established an ad hoc committee.
- BART Arts Program highly recommended hiring an art consultant to serve as a liaison between the City and BART.
- In 2025 the City contracted with Evelyn Orantes (EO) Consulting.
    - Specializes in developing and managing large-scale public art projects.
    - Project lead for BART's Fruitvale Station a multi-phase mural display.

Evelyn Orantes Consulting

BACKGROUND

BART Fruitvale District



Artist(s): Favianna Rodriguez, Cece Carpio, and Refa1

BACKGROUND

BART Fruitvale District

Artists: Refa 1 and Favianna Rodriguez

BACKGROUND

BART Fruitvale District

Artists: Pancho Pescador, Fred Alvarado, and Liv Rose Unger

NEXT STEPS

Decision-Making Body:

City Staff, EO Consulting, and Ad Hoc Committee → Arts and Culture Commission → City Council

Phases and Timeline:

Phase I

- Regular BART Mural Project Ad Hoc Committee Meetings
- Project Theme Development

May – Dec. 2025

Phase II

- Competitive Bid Process Development
- Artist(s) Selection

Sept. 2025 – June 2026

NEXT STEPS

Decision-Making Body:

City Staff, EO Consulting, and Ad Hoc Committee → Arts and Culture Commission → City Council

Phases and Timeline:

Phase III

- Mural Design and Planning

June – Sept. 2026

Phase IV

- Mural Fabrication and Production

Sept. 2026 – Feb. 2027

Phase V

- Mural Unveiling Event and Legacy Planning

Jan. – Mar. 2027

FISCAL

- The BART Mural Project is funded through the Public Art In-Lieu Fee – Fund 268.
- The Five-Year Capital Improvement Plan already identifies $200,000 for the BART Mural Project.
- Actual estimated cost will not be known until the final artist(s) is/are selected and the scope of the work is understood.
- No budget action as this time.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution accepting the BART Mural Project Workplan.

From: Dr. Julia Ferrario-Sells, PT
To: Mayor and Council Members
Subject: Mural
Date: Tuesday, August 12, 2025 1:00:58 PM

WARNING: External email. Please verify sender before opening attachments or clicking on links.

> **Warning: Unusual sender** <jsells.pt@gmail.com>
> You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Mayor and Council Members:

My family has been in Decoto for over 100 years (I grew up on 11th st and relatives still live on 10th & 11th streets). My father (Joseph P. Ferrario) is listed on the monument of Decoto residents who fought in WWII and he was a fireman for Union City (badge #1). My family is now in its fifth generation of being associated with Decoto. Although I live in Arizona, I still have strong ties to the neighborhood and last visited in June 2025.

I ask that the mural(s) to be painted on the BART pillars reflect the history of Decoto; those that immigrated from Mexico, Spain, Italy, Portugal, etc., the agriculture (gladiolas, family wine making, the many fruit trees and gardens, etc).

My grandfather worked for fifty cents a day digging the tunnels through Niles Canyon and then worked at Kraft. As a child during the depression, my father grew onions to sell and help his family financially, my grandmother made tomato sauce and sold it to others along with eggs and produce. It is through the hard work of the residents of Decoto (and Alvarado) that Union City was established and flourished.

Celebrating Decoto on the Bart Pillars would not only honor the many families and generations who have lived in Decoto but also share our culture which is quickly disappearing.

Thank you.

--
Dr. Julia Ferrario-Sells, PT, DPT, C/NDT
Northern Arizona Physical Therapy, Inc.
[redacted]

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From: Brian Evans
To: Public Comment
Subject: Board Agenda today 8/12 7pm
Date: Tuesday, August 12, 2025 2:46:36 PM

WARNING: External email. Please verify sender before opening attachments or clicking on links.

Warning: Unusual sender <bevans1011@gmail.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello,
My name is Brian Evans and a resident of Aptos CA. I grew up in Union City and lived there from 1973 to 1989. I went to Logan High and played baseball there. I also was involved with the Union City National Little League for many years.

I want to make a public comment regarding the mural for the Decoto district. I have very fond memories of my time in Union City and knew a lot of friends from the Decoto Neighborhood. The people were very loyal and contributed a lot to the legacy of Union City history. The neighborhood had a strong work ethic, the people volunteered in the community and also helped disadvantaged teens with learning a valued trade.

I believe the mural will be beneficial and necessary for Union City's legacy and the neighborhood. A majority of the individuals in the neighborhood have left but I believe the mural should be a fabric of the local community at large. The legacy of Decoto should not be taken for granted. Even though I did not reside in the community, the Decoto legacy was strong as it fostered my love for the community in general. Because of Decoto and the neighborhood, I have volunteered in my own community for over 20 years as a little league volunteer.

I believe the mural should be erected and be displayed for all community members as well as for any visitors that come to Union City.

Sincerely,

Brian Evans
[redacted]

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION OF THE CITY COUNCIL OF CITY OF UNION CITY APPOINTING TWO CITY COUNCILMEMBERS TO THE CLIMATE ACTION PLAN UPDATE TASK FORCE FOR THE REMAINDER OF CALENDAR YEAR 2025

EXECUTIVE SUMMARY

The City Council is requested to consider the appointment of two City Councilmembers to serve on the Climate Action Plan (CAP) Update Task Force for the remainder of calendar year 2025. Beginning in December 2025, the Mayor will include these seats as part of the annual board, commission, and committee reappointments for the following calendar year.

STRATEGIC PLAN ALIGNMENT

Goal D. Environmental Sustainability and Infrastructure: Create a sustainable community and maintain infrastructure.

BACKGROUND

On May 27, 2025, the City Council adopted Resolution No. 2025-070, forming the Climate Action Plan Update Task Force to assist in the development of an updated CAP. The Task Force composition includes:

- Two (2) City Councilmembers
- One (1) member from the Planning Commission
- One (1) member from the Human Relations Commission
- One (1) member from the Parks and Recreation Commission
- Two (2) community members

Appointments to the Task Force are made by the Mayor with the approval of the City Council, pursuant to Government Code § 40605, which states that “The Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute.”

Earlier in this meeting, under the Consent Calendar, the City Council considered and acted upon the appointments of the five non-Councilmembers seats to the Task Force. This report addresses the appointment of the two City Councilmember representatives.

Given that the terms of Mayor Singh and Councilmember Nishihira end in December 2028 (unless re-elected), and the terms of Councilmembers Patiño, Wang, and Vice Mayor Sakakihara end in December 2026 (unless re-elected), it is recommended that the two Councilmember appointments be made for the remainder of calendar year 2025. Thereafter, the Mayor will consider these seats during the annual board and commission appointment process in December of each year, allowing adjustments as necessary following elections or other changes to City Council membership.

DISCUSSION

The two appointed Councilmembers will work alongside the appointed commission representatives and community members to provide input and guidance on the CAP update. While the Task Force will not have decision-making authority, its contributions will help shape the final strategies and policies included in the CAP. Specifically, the Task Force is responsible for:

- Reviewing and providing input on technical materials and draft documents;
- Identifying opportunities and challenges from a community perspective;
- Helping to prioritize strategies for emissions reductions and climate adaptation;
- Serving as a liaison between the City and broader community stakeholders; and
- Supporting public engagement by encouraging community participation.

The Task Force is subject to the Brown Act and will meet at key milestones in the CAP update process, until the updated CAP is formally adopted by the City Council.

FISCAL IMPACT

There is no fiscal impact associated with these appointments.

RECOMMENDATION

Staff recommends that the City Council:

1. Discuss the appointment of two City Councilmembers to the Climate Action Plan Update Task Force; and
2. Adopt a resolution appointing the selected Councilmembers to serve for the remainder of calendar year 2025, with future reappointments to be considered annually each December.

Prepared by:

Thai Nam Pham, City Clerk

Submitted by:

Thai Nam Pham, City Clerk

ATTACHMENTS:

	Description	Type
🗋	Draft Resolution	Resolution

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY APPOINTING TWO CITY COUNCILMEMBERS TO THE CLIMATE ACTION PLAN UPDATE TASK FORCE FOR THE REMAINDER OF CALENDAR YEAR 2025

WHEREAS, on May 27, 2025, the City Council adopted Resolution No. 2025-070 establishing the Climate Action Plan Update Task Force to advise on the Climate Action Plan (CAP) update process; and

WHEREAS, the Task Force consists of two City Councilmembers, one representative each from the Planning, Human Relations, and Parks and Recreation Commissions, and two at-large community members; and

WHEREAS, Government Code § 40605 states that "The Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute;" and

WHEREAS, it is recommended that the City Councilmember appointments be made for the remainder of calendar year 2025, with future reappointments to occur annually in December as part of the Mayor's regular appointment process; and

WHEREAS, the Mayor has proposed the appointment of two City Councilmembers to serve on the Climate Action Plan Update Task Force for the remainder of calendar year 2025;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Union City hereby appoints _____ and _____ to the Climate Action Plan Update Task Force for the remainder of calendar year 2025, with future reappointments to occur annually each December.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

Agenda Item

DATE: 8/12/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JOAN MALLOY, CITY MANAGER

SUBJECT: ADOPT A RESOLUTION DESIGNATING THE VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE – OCTOBER 8-10, 2025, IN LONG BEACH

EXECUTIVE SUMMARY

The City Council is asked to adopt a resolution designating the City of Union City's voting delegate and alternate voting delegate to the Annual Conference of the League of California Cities (LOCC) in Long Beach on October 8-10, 2025.

STRATEGIC PLAN ALIGNMENT

This action has no strategic plan alignment.

BACKGROUND

It is customary for the City of Union City to designate its voting delegate and alternate voting delegate for the Annual Conference of the LOCC.

DISCUSSION

The League of California Cities Annual Conference is scheduled to take place from October 8-10, 2025, at the Long Beach Convention Center, located at 300 E Ocean Blvd, Long Beach, CA. As a member agency of the League of California Cities, Union City has the opportunity to participate in the consideration of resolutions that establish League policy at the annual business meeting.

It is required by the League of California Cities (Cal Cities) bylaws for the City Council to formally designate a voting delegate and up to two alternate voting delegates for the Annual Conference. Council assignments currently reflect Councilmember Jeff Wang as the designated voting delegate and Councilmember Jaime Patiño as the alternate voting delegate.

Attached is the League of California Cities 2025 Annual Conference Voting Delegate Information Packet, which includes the Annual Conference Voting Procedures and the Voting Delegate/Alternate Form. In accordance with Cal Cities bylaws, the City Council must take formal action to designate these roles. Staff has prepared a resolution to formalize these appointments in advance of the September 24, 2025 deadline.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution designating the City of Union City's voting delegate and alternate voting delegate to the Annual Conference of the League of California Cities (LOCC) in Long Beach on October 8-10, 2025.

Prepared by:

Thai Nam Pham, City Clerk

Submitted by:

Thai Nam Pham, City Clerk

ATTACHMENTS:

	Description	Type
🗋	Draft Resolution	Resolution
🗋	League of California Cities 2025 Annual Conference Voting Delegate Information Packet"	Attachment

RESOLUTION NO. 2025-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY DESIGNATING THE VOTING DELEGATE AND ALTERNATE VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE, OCTOBER 8-10, 2025

WHEREAS, the League of California Cities (Cal Cities) will hold its Annual Conference from October 8-10, 2025, at the Long Beach Convention Center in Long Beach, California; and

WHEREAS, the Annual Conference includes a General Assembly where Cal Cities members vote on resolutions that establish Cal Cities policy; and

WHEREAS, the City of Union City is a member of Cal Cities and is entitled to participate in the consideration of such resolutions; and

WHEREAS, Cal Cities requires that each member city designate a voting delegate and may designate up to two alternate voting delegates for the Annual Conference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City hereby designates _____ as its Voting Delegate and _____ as its Alternate Voting Delegate for the League of California Cities Annual Conference to be held in Long Beach, California, from October 8-10, 2025.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Union City at a regular meeting held on the 12th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY SINGH
Mayor

ATTESTED:

THAI NAM N. PHAM
City Clerk

APPROVED AS TO FORM:

KRISTOPHER J. KOKOTAYLO
City Attorney

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

LEAGUE OF CALIFORNIA CITIES

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly