



SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT  
 2150 Webster Street, P.O. Box 12688  
 Oakland, CA 94604-2688  
 (510) 464-6000

2022

March 14, 2022

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 Oakland, CA 94607

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 9TH DISTRICT

**Subject: Amendment Request No. 1 to Project Funding Agreement No. A19-0049 for the 19<sup>th</sup> Street Oakland BART Station Modernization Project**

Dear Mr. Nguyen:

Per Section III.2, we are hereby requesting an amendment to the Project Funding Agreement in the subject line. Our requested change(s) are noted in the Written Explanation for the Change Request on the following page, and specific changes are included modified Appendices, as indicated by an "X" below:

Changed	Appendices
X	Appendix A: Project Control Information (revised A-3, A-4, A-5)
X	Appendix B: Alameda CTC Administered Funds Obligated
X	Appendix E: Deliverables and Due Dates

We understand Alameda CTC will review the requested changes, and if agreeable, Alameda CTC will sign and return copies of this amendment request if it is in within administrative contractual authority. We understand Alameda CTC will provide appropriate next steps if a formal amendment and/or Commission action is otherwise required. The approved amendment request signed by both parties will become the current agreement information on file at Alameda CTC.

If you have any questions or need additional information, please contact Donna Lee at telephone number (510) 464-6282 or (510) 847-5468.

Sincerely,

Donna Lee  
 Principal Planner

**WRITTEN EXPLANATION FOR CHANGE REQUEST**

**Project Sponsor requests a change to:**

Scope     Cost     Schedule     Expiration Date     Performance Measures

**Reason for Change:**

The project has experienced some delays and additional costs due to differing site conditions and unforeseen conditions associated with the utility relocations required for the construction of the new elevator.

**Amendment Certification – Request**

By signing the below, the Project Sponsor and the Alameda CTC agree to the proposed changes to the Project Funding Agreement as identified on the cover page request, and detailed herein in this amendment request. This approved request signed by both parties will become the current agreement information on file at Alameda CTC.

*Denise McDonald*

3/10/2022

Project Sponsor Representative:

Date

Alameda CTC Approval

Date

**REVISED APPENDIX A**  
**PROJECT CONTROL INFORMATION**

**Appendix Index**

- Appendix A-1 Project Description  
*(No change from Agreement dated June 17, 2019. Appendix from Agreement copied within).*
- Appendix A-2 Project Scope Detail By Phase with Funds Obligated by the Agreement  
*(No change from Agreement dated June 17, 2019. Appendix from Agreement copied within).*
- Appendix A-3 Project Milestone Schedule
- Appendix A-4 Project Funding Summary by Phase and Fund Source
- Appendix A-5 Project Phase Cost Detail

*No changes from current Agreement*

**APPENDIX A-1**

**PROJECT DESCRIPTION**

**Project Title:** 19<sup>th</sup> Street/Oakland BART Station Modernization Project

**Project Description:**

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The San Francisco Bay Area Rapid Transit (BART) 19<sup>th</sup> Street/Oakland Station, built in September 1972, is forty-seven years old and in dire need of repairs. 19<sup>th</sup> Street/Oakland Station is located underground along Broadway between 17<sup>th</sup> Street and 20<sup>th</sup> Street and serves the north end of Oakland's downtown, an area commonly referred to as the "Uptown" neighborhood.

The 19<sup>th</sup> Street/Oakland BART Station Modernization Project is aimed at addressing state-of-good-repair issues. Major upgrades will result in improved passenger circulation, increased capacity, enhanced passenger experience, reduced fare evasion, and improvements to wayfinding and safety at the station. The planned station improvements include a new concourse-to-platform elevator for better vertical circulation, new guard rails for safety, taller fare-barrier railing to reduce fare evasion, new LED lighting to replace the fluorescent lighting for better energy efficiency, new bicycle facilities, upgrades to improve the aesthetics of the station, and refurbishment and re-opening of the public restrooms.

*No changes from current Agreement*

**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**

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The BART 19th Street/Oakland Station Modernization Project is aimed at addressing state-of-good repair issues; enhancing station lighting and wayfinding; improving passenger circulation; reducing fare evasion; and adding new architectural finishes.

The following improvements will be delivered as part of the BART 19th Street/Oakland Station Modernization Project:

- Reconfigured fare gate arrays with addition of new fares gates to reduce passenger queues
- Higher fare barriers and expanded "paid area" to prevent fare evasion and improve security
- Increased concourse bike parking
- Upgraded station agent booth
- New north-end elevator providing access between the BART concourse level and both Platforms
- Replacement of fluorescent lighting with new LED lighting fixtures
- Refurbishment and reopening of the public restrooms

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

<b>Phase/Milestone</b>	<b>Previously Approved Begin (Mo/Yr)</b>	<b>Previously Approved End (Mo/Yr)</b>	<b>Revised Begin (Mo/Yr)</b>	<b>Revised End (Mo/Yr)</b>
Construction/Substantial Completion	08/19	06/22	08/19	03/23
Construction/Final Completion	07/22	06/23	04/23	03/24
Project Closeout	07/23	06/24	04/24	03/25

APPENDIX A-4

PROJECT FUNDING SUMMARY BY PHASE AND FUND SOURCE

PREVIOUSLY APPROVED PROJECT FUNDING SUMMARY BY PHASE AND FUND SOURCE				
PHASE	Alameda CTC Administered	Matching Funds	Total Funding	Reimbursement Ratio Percentage
	0214 Measure BB TEP-19			
Construction	\$10,000,000	\$34,457,000	\$44,457,000	22.49%
<b>Total Funding</b>	<b>\$10,000,000</b>	<b>\$34,457,000</b>	<b>\$44,457,000</b>	

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.

The following Revised Project Funding Summary By Phase and Fund Source is intended to replace the current, approved Project Funding Summary By Phase and Fund Source, in its entirety.

<b>PROJECT FUNDING SUMMARY BY PHASE AND FUND SOURCE</b>				
<b>PHASE</b>	<b>Alameda CTC Administered</b>	<b>Matching Funds</b>	<b>Total Funding</b>	<b>Reimbursement Ratio Percentage</b>
	<b>0214 Measure BB TEP-19</b>			
Construction	\$10,000,000	\$34,457,000	\$44,457,000	22.49%
Construction	\$7,650,000	\$7,650,000	\$15,300,000	50.00%
<b>Total Funding</b>	<b>\$17,650,000</b>	<b>\$42,107,000</b>	<b>\$59,757,000</b>	

**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.
2. Additional \$7.65M of 2014 Measure BB funding to be drawn down at 50% Reimbursement Ratio for costs in excess of \$44.457M (i.e. the amount funded in part by the initial \$10M of 2014 Measure BB funding).



**APPENDIX A-5**

**PROJECT PHASE COST DETAIL**

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

<b>PHASE COST DETAIL</b>			
<b>CONSTRUCTION</b>	<b>2014 Measure BB TEP-19</b>	<b>Matching Funds</b>	<b>Total Cost</b>
<b>Sponsor Staff/Labor Cost</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Contract(s)/Other Direct Cost<sup>1</sup></b>	<b>\$17,650,000</b>	<b>\$42,107,000</b>	<b>\$59,757,000</b>
<b>Total Phase Cost</b> <i>(Staff + Contract Costs)</i>	<b>\$17,650,000</b>	<b>\$42,107,000</b>	<b>\$59,757,000</b>

**Notes:**

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

**REVISED APPENDIX B**

**ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT**

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

<b>TABLE B-1 FUNDS OBLIGATED BY THIS AGREEMENT AND ALLOWABLE START AND EXPENDITURE DEADLINE DATES</b>						
<b>Fund Source</b>	<b>Fund Subset</b>	<b>Phase</b>	<b>Commission Approval Date</b>	<b>Allowable Start Date</b>	<b>Expenditure Deadline Date</b>	<b>Obligated Amount</b>
2014 MBB	TEP-19	Construction	6/17/2019	6/17/2019	<i>The Agreement Expiration Date serves as the expenditure deadline date.</i>	\$10,000,000
2014 MBB	TEP-19	Construction	7/22/2021	7/22/2021		\$7,650,000
<b>Total Alameda CTC Administered Funds Obligated by AGREEMENT:</b>						<b>\$17,650,000</b>

<b>Previously Approved Agreement Expiration Date:</b>	<b>December 31, 2024</b>
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<b>Revised Agreement Expiration Date:</b>	<b>December 31, 2025</b>
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**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. Extended deadlines will be reflected in an amended Table B-1, once approved.
7. ALAMEDA CTC 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.

<b>TABLE B-2</b>					
<b>ALAMEDA CTC ADMINISTERED FUNDS</b>					
<b>REIMBURSEMENT - DRAWDOWN LIMITATION SCHEDULE</b>					
No.	Fiscal Year	Quarter	Fund Source	Drawdown Limitation Amount	Cumulative Drawdown Limitation Amount
1	FY 20/21	Any	2014 MBB	\$4,000,000	\$4,000,000
2	FY 21/22	Any	2014 MBB	\$6,000,000	\$10,000,000
3	FY 22/23	Any	2014 MBB	\$7,650,000	\$17,650,000

**Notes:**

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

No changes from current Agreement

**APPENDIX C**

**REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS**

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

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

**Notes:**

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

**REQUEST FOR REIMBURSEMENT AND REPORTING FORMS**

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

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

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

*No changes from current Agreement*

**APPENDIX D**

**LOCAL BUSINESS CONTRACT EQUITY PROGRAM**

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: <http://www.alamedactc.org/get-involved/contract-equity>
- The LBCE Program Guidelines, available at the above link, includes a Project Sponsor Responsibility Checklist. Appendix B of the LBCE Program Guidelines identifies the Responsibilities of Sponsor Agencies.
- Direct inquiries about the LBCE Program to ALAMEDA CTC's LBCE Liaison Officer:

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



January 27, 2020

**VIA ELECTRONIC MAIL**

Mr. Maceo Wiggins  
Director, Office of Civil Rights  
San Francisco Bay Area Rapid Transit District  
300 Lakeside Drive  
P.O. Box 12688  
Oakland, CA 94604-2688

**Subject: Use of San Francisco Bay Area Rapid Transit District's Small Business Program in Lieu of the Alameda CTC Local Business Contract Equity Program**

Dear Mr. Wiggins:

Pursuant to action taken by the Alameda County Transportation Commission (Alameda CTC) governing body on January 31, 2019, this letter confirms that the San Francisco Bay Area Rapid Transit District (BART) is authorized to apply its Small Business Program to all procurements and contracts funded wholly or in part with Measure B, Measure BB, and/or Vehicle Registration Fee funds administered by Alameda CTC and allocated to BART, in lieu of Alameda CTC's Local Business Contract Equity (LBCE) Program. Notwithstanding the foregoing, BART shall report Local Business Enterprise (LBE), Small-Local Business Enterprise (SLBE), and Very Local Business Enterprise (VSLBE) participation of Alameda CTC certified firms with all invoices submitted for reimbursement for all contracts partially or wholly funded by Alameda CTC, whether or not the contract requires LBE/SLBE/VSLBE participation.

Additionally, as the project sponsor, BART shall comply with the terms and conditions of the Project Funding Agreements with Alameda CTC, including managing all aspects related to procurement and contracting, and indemnify Alameda CTC accordingly. Any inquiries or matters brought to the governing body of Alameda CTC related to BART administered procurements and contracts will be redirected to the BART Board and shall be resolved by BART staff, as appropriate.

If you have questions regarding this matter, please do not hesitate to contact me at (510) 208-7472 or scho@alamedactc.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Seung Cho", is written over the word "Sincerely".

Seung Cho  
Director of Procurement and Information Technology

**Attachment:**

1. Memorandum to Alameda CTC Commission Item #7.10, January 31, 2019
2. Meeting Minutes from Alameda CTC Commission Meeting on January 31, 2019

cc: Donna Lee, BART Grants Development and Advocacy  
Vivek Bhat, Director of Programming and Project Controls

**REVISED APPENDIX E  
 DELIVERABLES AND DUE DATES**

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

<b>Deliverables and Due Dates</b>		
<b>Deliverable</b>	<b>Deliverable</b>	<b>Deliverable Due Date to Alameda CTC</b>
1	Progress Report #1: July to December, 2019	January 31, 2020
2	Progress Report #2: January to June, 2020	July 31, 2020
3	Progress Report #3: July to December, 2020	January 31, 2021
4	Progress Report #4: January to June, 2021	July 31, 2021
5	Progress Report #5: July to December, 2021	January 31, 2022
6	Progress Report #6: January to June, 2022	July 31, 2022
7	Progress Report #7: July to December, 2022	January 31, 2023
8	Progress Report #8: January to June, 2023	July 31, 2023
9	Progress Report #9: July to December, 2023	January 31, 2024
10	Progress Report #10: January to June, 2024	July 31, 2024
11	Progress Report #11: July to December, 2024	January 31, 2025
12	Progress Report #12: January to June, 2025	July 31, 2025
13	Governing Board resolution or similar to confirm completion of project	July 31, 2025
14	Final Invoice	By the Agreement Expiration Date
15	Final Report	By the Agreement Expiration Date

**Note:**

1. Deliverables shall be received and approved by the Alameda CTC prior to Alameda CTC releasing a payment for a Request for Reimbursement.

No changes from current Agreement

**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.

<b>Project Performance Outcomes</b>
The 19th Street Oakland BART Station Modernization Project will provide a major upgrade, increase capacity, improve passenger experience and safety at the station.

**Note:**

1. It is expected that the Project will achieve the performance measures targets and/or project outcomes as established herein.



No changes from current Agreement

**APPENDIX G**

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

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

**Appendix Index**

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