



Office of the City Manager

CONSENT CALENDAR  
November 16, 2021

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Liam Garland, Director, Department of Public Works

Subject: Amendment to the Agreement for Maintenance of State Highways in the City of Berkeley between the California Department of Transportation and the City of Berkeley

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute an amendment to the Agreement with the California Department of Transportation (Caltrans) for maintenance of the State highways within the City of Berkeley. The amendment will address two new traffic signals: 1) the new traffic signal at the intersection of San Pablo Avenue and Parker Street which will be constructed by Kaiser Permanente as part of their project's mitigation measure, and 2) the new traffic signal constructed by Caltrans at the intersection of San Pablo Avenue and Bancroft Way.

FISCAL IMPACTS OF RECOMMENDATION

This amendment would modify the City's existing maintenance Agreement with Caltrans to include two new traffic signals at the intersections of San Pablo/Parker and San Pablo/Bancroft. Under this amendment there would be no change to the current maximum annual authorized amount that Caltrans reimburses the city for maintenance of State Highway 13 (Tunnel Road and Ashby Avenue) and 123 (San Pablo Avenue).

Staff is in the process of negotiating an upcoming revision to the Citywide maintenance Agreement, which will include an updated annual maximum reimbursement amount to align with the City's costs of providing maintenance services of State-owned right-of-way and a comprehensive updated listing of improvements on State Highways 13 (Ashby Avenue and Tunnel Road) and 123 (San Pablo Avenue), with an anticipated execution date in calendar year 2022.

CURRENT SITUATION AND ITS EFFECTS

Kaiser Permanente recently completed construction of its new medical facilities on 10th Street, just west of San Pablo Avenue in Berkeley. As part of the mitigation measures for this project, Kaiser is going to install a new traffic signal at the San Pablo/Parker intersection in late 2021. The new signal will provide for orderly flow of traffic including crossing facilities for pedestrians. Caltrans has also recently constructed a new traffic signal at San Pablo/Bancroft as part of their San Pablo

Corridor safety improvement efforts. The new traffic signals will be within the State's right of way, and the City and its contractor are required to obtain an encroachment permit from Caltrans prior to performing work in this area. Caltrans requires that the existing maintenance agreement be amended to include the improvements that will occur within the State right of way prior to issuing the encroachment permit.

#### BACKGROUND

The City's current maintenance agreement with Caltrans was executed on December 1, 1988. City Council authorized execution of this Agreement on September 6, 1988, under Resolution No. 54,423-N.S. This Agreement replaced the previous Agreement from July 1, 1973, which was authorized by Council under Resolution No. 40,114-N.S.

Maintenance, as defined by Caltrans, is the preservation and keeping of right-of-way, and each type of roadway structure and component in safe and usable condition to which it had been improved or constructed, but does not include reconstruction or other major improvement. Under the current maintenance Agreement, the City is responsible for performing maintenance work and the State will reimburse the City for the actual cost of specified work up to a maximum annual expenditure level.

The subject amendment to the maintenance Agreement complies with the City's strategic plan, to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities.

The City and Caltrans are currently negotiating the terms of an upcoming revision to the citywide maintenance Agreement, which will replace the current Agreement. The revision will include an updated maximum annual reimbursement amount that takes into account improvements that have been implemented in the State's right of way within the City since the time the current Agreement was executed.

#### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

By modifying the maintenance agreement to include two new traffic signals along the San Pablo Avenue corridor, the signal system will be more efficient and safer while enhancing air quality and reducing congestion.

#### RATIONALE FOR RECOMMENDATION

Kaiser Permanente must obtain an encroachment permit from Caltrans in order to perform construction work in the State right of way for the new traffic signal at San Pablo and Parker intersection. Because these new Caltrans installed signals will become part of the State Highway which the City of Berkeley needs to maintain, the City of Berkeley is required to amend the existing maintenance agreement with Caltrans to extend the maintenance coverage to include these two new traffic signals.

#### ALTERNATIVE ACTIONS CONSIDERED

There is no alternative that would allow new traffic signals to be constructed in a timely manner along the State's right of way. If Council does not approve the staff

recommendation, this project could only proceed once the comprehensive revision to the maintenance Agreement is executed, which may take a year to negotiate and execute, resulting in Kaiser Permanente not meeting the mitigation condition of its project.

CONTACT PERSON

Farid Javandel, Deputy Director, Public Works Department (510) 981-7061

Hamid Mostowfi, Supervising Traffic Engineer, Public Works Department (510) 981-6403

Attachments:

1: Resolution

2: Amendment to Maintenance Agreement

RESOLUTION NO. #####- N.S.

AMENDMENT TO THE AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS  
IN THE CITY BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION  
AND CITY OF BERKELEY

WHEREAS, Kaiser Permanente new medical center on 10th Street, Berkeley has recently opened and is operational; and

WHEREAS Completion of the new traffic signal at the intersection of San Pablo Avenue and Parker Street is a traffic mitigation measure required for the new Kaiser Permanente medical Center; and

WHEREAS, Caltrans requires the existing Agreement, for maintenance of the State highways within the City, be amended to include roadway and traffic signal improvements at San Pablo/Parker Intersection as a precondition to issuing an encroachment permit; and

WHEREAS, Caltrans has recently completed installation of a traffic signal at the intersection of San Pablo/Bancroft as part of their San Pablo Corridor safety improvement efforts; and

WHEREAS, Caltrans requires the existing Agreement, for maintenance of the State highways within the City, be amended to include roadway and traffic signal improvements at San Pablo/Bancroft Intersection; and

WHEREAS, the proposed amendments would not change the current maximum annual authorized amount that Caltrans reimburses the City for maintenance of State highways within the City; and

WHEREAS, the current Citywide maintenance Agreement between the City and Caltrans was executed in 1988 and has not been updated since that time; and

WHEREAS, City staff and Caltrans are currently negotiating the terms of an upcoming revision to the Citywide maintenance Agreement, which will replace the current Agreement and the subject amendment by (1) updating the improvements that have been implemented in the State right of way since the Agreement was executed and (2) correspondingly updating the maximum annual reimbursement amount that the City would receive from Caltrans for said maintenance work.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to execute an amendment to the 1988 Agreement with the California Department of Transportation (Caltrans) for maintenance of the State highways within the

City of Berkeley to include roadway and traffic signal improvements at San Pablo/Parker and San Pablo/Bancroft intersections. A record signature copy of said amendment will be on file in the Office of the City Clerk.

**AMENDMENT NUMBER 2**  
**AGREEMENT FOR MAINTENANCE OF STATE**  
**HIGHWAYS IN THE CITY OF BERKELEY**

This Amendment Number 1 ("AMENDMENT") to the <sup>11</sup>Agreement for Maintenance of State Highways in the City of Berkeley" ("AGREEMENT") is made and entered into by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", and the City of Berkeley, hereinafter referred to as "CITY". CITY and STATE together are hereinafter referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, AGREEMENT was executed on December 1, 1988; and

WHEREAS, AGREEMENT by its terms provides that it may be amended at any time upon mutual consent of PARTIES; and

WHEREAS, PARTIES now desire to amend AGREEMENT.

WHEREAS, Traffic signal modifications and intersection improvements will be installed on Route 123 (San Pablo Avenue) at Parker Street and at Bancroft Way under Encroachment Permits **No.**\_\_\_\_\_

NOW, THEREFORE, PARTIES agree to amend AGREEMENT as follows:

1. AGREEMENT shall be amended in accordance with the attached pages, number 8 and 9. These pages shall be substituted for like numbered page in said AGREEMENT, and shall cancel and supersede previously like numbered page, becoming a part of said AGREEMENT for all purposes.
2. STATE costs and expenses assumed under the tenets of this Agreement Amendment, if any, are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District office of STATE.
3. This AMENDMENT to AGREEMENT shall become effective on \_\_\_\_\_ and shall remain in full force and effect. In other respects, AGREEMENT shall remain in full force and effect.

**CITY OF  
BERKELEY**

**STATE OF  
CALIFORNIA  
DEPARTMENT OF  
TRANSPORTATION**

\_\_\_\_\_  
City Manager

TOKS OMISHAKIN  
Director of Transportation

ATTEST:

By:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
DAVID AMBUEHL                      DATE  
Deputy District Director  
Maintenance

APPROVED AS TO  
FORM:

\_\_\_\_\_  
City Attorney

H. DELEGATION OF MAINTENANCE

The specific maintenance function indicated below (and on EXHIBIT A") is hereby delegated to the CITY. This delegation of maintenance function set forth herein does not include areas and functions of which the control and maintenance rest with the local authority under the tenets of Freeway Agreements and/or Freeway Maintenance Agreements.

ROUTE NO.	LENGTH MILES	DESCRIPTION OF ROUTING	PROGRAM DELEGATED	MAXIMUM ANNUAL AUTHORIZED EXPENDITURE
13 (a)	3.31	Ashby Avenue from Ninth Street to Tunnel Road; along Tunnel Road, from Ashby Avenue to southeast city limits at Landvale Road; a length of 3.31 miles for this section. See footnotes 1,3,4,5,6,7	HM1A, HM1B HM2C HM2D HM2E HM4M HM4K	\$20,000.00 1,000.00 11,500.00 2,000.00 0.00 13,500.00
			<u>Authorized Expenditure Rte 13 (a)</u>	\$48,000.00
13(b)	0.49	Ashby Avenue Connection; south leg of wye from south city limits near Eastshore Freeway, and north leg of wye from Eastshore Freeway, Route 80 to Ninth Street; a length of 0.49 mile for this section.	HM4K	\$1,300.00
			<u>Authorized Expenditure</u>	13 (b) 0.00
80	2.43	Eastshore Freeway from south city limits near Folger Avenue to north city limits at Codornices Creek; a length of 2.43 miles.	None	
123	2.34	San Pablo Avenue from south city limits at Haskell Street to north city limits at Codornices Creek; a length of 2.34 miles. See footnotes 2,4,5,6,7	HM1 A, HM1 B HM2C HM2D HM2E HM4M HM4K	\$5,000.00 1,000.00 8,000.00 0 0 20,900.00



Authorized Expenditure Rte 123	\$34,900.00
TOTAL AUTHORIZED EXPENDITURE	\$84,200.00

Footnotes:

- (1) Length of street to be cleaned 7.5 curb miles.
- (2) Length of street to be cleaned 9.6 curb miles.
- (3) Extensive tree reconditioning work or removal in excess of authorized amount will require specific authorization by STATE.
- (4) STATE will maintain traffic stripe. City will maintain pavement markings.
- (5) Landscaping and trees installed by CITY under encroachment permit to be maintained by CITY at no expense to STATE.
- (6) Maintenance of improvements including, but not limited to, parking "TEE" pavement markings, non-STATE standard materials, sidewalks, non-STATE standard pavement markings, green pavement markings, non-STATE standard signs, bike lane signs, and all improvements constructed under an Encroachment Permit, will be performed by CITY at no expense to STATE.
- (7) Maintenance of video camera detection systems, emergency vehicle preemption, battery back-up system and IISNS including electrical energy, etc. will be performed by City at no expense to STATE.

