



Office of the City Manager

CONSENT CALENDAR  
November 29, 2022

To: Honorable Mayor and Members of the City Council

From: Dee Ridley-Williams, City Manager

Submitted by: Liam Garland, Director, Public Works

Subject: Amend I-80 Gilman Interchange Improvement project funding agreement, Contract No. 42200065 (Agreement A22-0056) with Alameda County Transportation Commission (Alameda CTC)

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute an amendment to the existing Contract No. 42200065 (Agreement A22-0056) with Alameda CTC (Attachment 1) and any other amendments to fix drainage and grading issues for the future fire lane on 3<sup>rd</sup> Street between Gilman and Camelia Streets as part of the I-80 Gilman Interchange Improvement Project, increasing the amount of the agreement by \$750,000, for a total not-to-exceed amount of \$1,250,000.

FINANCIAL IMPLICATIONS

The City currently has an agreement with Alameda CTC for the retention of \$500,000 of the City's FY 2021-22 Measure BB DLD LSR Program funds to cover certain costs related to management and/or oversight incurred by Alameda CTC associated with the I-80 Gilman Interchange Improvement Project. Amending this agreement to increase the amount of retention by \$750,000 over and above the existing \$500,000 for a total not-to-exceed amount of \$1,250,000 will cover the cost of additional work necessary along the portion of 3<sup>rd</sup> Street between Gilman and Camelia streets. The source of the additional \$750,000 will also be Measure BB DLD LSR Program funds. The withholding of the funds will begin in the latter part of FY 2023. The City's projected allocation of FY 2023 Measure BB funds was fully allocated into the City's Five-Year CIP plan, across several different projects. Prioritizing the Measure BB DLD LSR funds to cover cost increases to the I-80 Gilman Interchange Improvement Project may impact the timing, fund sources, or scope of one or more projects. Therefore, City staff will evaluate project schedules and eligible fund sources to minimize the impact on other projects.

CURRENT SITUATION AND ITS EFFECTS

Construction of the I-80 Gilman Interchange Improvement Project started in July 2021 for Phase 1 and in July 2022 for Phase 2. As part of Phase 2 of the project, 3<sup>rd</sup> St. between Gilman and Camelia streets will be converted into a fire access lane. This access lane needs to be compliant with city/state standards for accommodating emergency vehicles including fire trucks. To address the shortcomings of this section of 3<sup>rd</sup> Street, issues

relating to the grading and drainage of this stretch of 3<sup>rd</sup> Street require repair. To that end, the necessary engineering and construction costs are estimated at \$750,000.

### BACKGROUND

I-80 Gilman Interchange Improvement Project proposes to improve vehicle, pedestrian, and bicycle operations at the Interstate 80 (I-80) / Gilman Street interchange in northwest Berkeley. The existing intersection controls, roadway geometry, and the high volume of local and regional traffic on Gilman Street result in poor traffic operation and non-motorized access at and near the interchange. The goals of the interchange project are to:

- Simplify and improve navigation and traffic operations on Gilman Street between the West Frontage Road and 2nd Street through the I-80 interchange so that congestion is reduced, queues are shortened, and merging and turning conflicts are minimized;
- Improve access for the bikes/pedestrians traveling between the Bay Trail and Northern Berkeley;
- Improve safety at Gilman Street intersections between West Frontage Road and 4<sup>th</sup> Street;
- Improve mobility in the Gilman Street corridor; and
- Create a Gateway into North Berkeley.

### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Fixing the grading and drainage issues of the portion of 3<sup>rd</sup> Street between Gilman and Camelia Streets will improve efficient filtration of surface water and its treatment before it reaches the bay.

### RATIONALE FOR RECOMMENDATION

To provide an accessible fire lane, issues with the existing road surface on 3<sup>rd</sup> Street between Gilman and Camelia Streets need to be addressed.

### ALTERNATIVE ACTIONS CONSIDERED

No other alternatives were possible so none were considered.

### CONTACT PERSON

Hamid Mostowfi, Supervising Traffic Engineer, Public Works, 510-981-6403  
Farid Javandel, Deputy Director of Transportation, Public Works, 510-981-7061

### Attachments:

1. Resolution
2. Amendment No.1: Memorandum of Understanding between Alameda CTC and City of Berkeley I-80 Gilman Interchange Improvement Project

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

AMEND CONTRACT NO. 42200065 (AGREEMENT A22-0058) WITH ALAMEDA COUNTY TRANSPORTATION COMMISSION (ALAMEDA CTC) TO COVER THE COST OF FIXING DRAINAGE AND GRADING ISSUES ON 3<sup>rd</sup> STREET BETWEEN GILMAN AND CAMELIA STREETS

WHEREAS, the I-80 Gilman Interchange Improvement Project, a City of Berkeley strategic plan goal, is in the process of being constructed; and

WHEREAS, Alameda CTC and the City of Berkeley entered into a Memorandum of Understanding which was fully executed on June 21, 2022, regarding Alameda CTC's retention of up to \$500,000 of the City's fiscal year 2021-22 Measure BB DLD LSR Program funds to cover certain costs related to management and/or oversight incurred by Alameda CTC associated with the I-80 Gilman Interchange Improvement Project which is being constructed in two phases; and

WHEREAS, the City, in consultation with Alameda CTC, is implementing Phase 2 related to improvements adjacent to and through the Union Pacific Railroad crossing at Gilman Street, on property owned by the City of Berkeley at 3<sup>rd</sup> Street between Gilman Street and Camelia Street which is slated to become a fire access lane; and

WHEREAS, 3<sup>rd</sup> Street is a gravel road with substandard surface grades and inadequate drainage facilities, and to address and fix the grading and drainage issues of this section of 3<sup>rd</sup> Street civil work needs to be performed; and

WHEREAS, the City and Alameda CTC have agreed that in addition to the funding currently authorized by Agreement A22-0058, Alameda CTC will retain, set aside, and expend up to \$750,000 of the City's FY 2022-23 Measure BB DLD LSR Program funds to cover costs associated with the scope of work proposed by the City on 3<sup>rd</sup> Street between Gilman and Camelia Streets in Phase 2 of the project.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute an amendment to Contract No. 42200065 (Agreement A22-0058) with Alameda CTC and any other amendments, increasing the amount of the agreement by \$750,000 for a total not-to-exceed amount of \$1,250,000.

**AMENDMENT NO. 1  
TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ALAMEDA COUNTY TRANSPORTATION COMMISSION  
AND  
CITY OF BERKELEY  
I-80 GILMAN INTERCHANGE IMPROVEMENT PROJECT**

This AMENDMENT NO. 1 (“AMENDMENT”), effective \_\_\_\_, 2022, is between the Alameda County Transportation Commission (“ALAMEDA CTC”) and the City of Berkeley (“CITY”).

**RECITALS**

WHEREAS, ALAMEDA CTC and CITY (each a “PARTY” and together the “PARTIES”) entered into that certain Memorandum of Understanding which was fully executed on June 21, 2022 (“MOU”), regarding ALAMEDA CTC’s retention of up to \$500,000 of CITY’s fiscal year 2021-22 Measure BB DLD LSR Program funds to cover certain costs related to management and/or oversight incurred by ALAMEDA CTC associated with the I-80 Gilman Interchange Improvement Project (“PROJECT”), which PROJECT is being constructed in two phases;

WHEREAS, CITY, under the direction of and in consultation with ALAMEDA CTC, is implementing Phase 2 related to improvements adjacent to and through the Union Pacific Railroad crossing at Gilman Street on property owned by the CITY, as further documented in ALAMEDA CTC’s Project Funding Agreement A21-0005. Caltrans, under a cooperative agreement with ALAMEDA CTC, is implementing the construction of Phase 2 of the project;

WHEREAS, CITY is projected to receive \$6,750,146.66 in 2014 Measure BB DLD LSR Program funds in fiscal year 2022-23;

WHEREAS, the PARTIES have agreed that in addition to the funding currently authorized by the MOU, ALAMEDA CTC will retain, set aside, and expend up to \$750,000 of CITY’s fiscal year 2022-23 Measure BB DLD LSR Program funds to cover costs associated with the scope of work proposed by CITY on 3rd Street between Gilman and Camelia Streets in Phase 2 of the PROJECT, as described in **Appendix A** attached hereto and by this reference incorporated herein, including professional services, construction contracts, subconsultants, and costs related to management and/or oversight by ALAMEDA CTC for implementing Phase 2 of PROJECT, as a means to accomplish the PROJECT.

NOW, THEREFORE, the PARTIES mutually understand and agree to the following:

**AMENDMENT**

1. The Recitals above are true, correct and made a part hereof.
2. Capitalized terms not otherwise defined in this AMENDMENT shall have the meanings assigned in the MOU.
3. In addition to the funding agreed to pursuant to the MOU, CITY authorizes ALAMEDA CTC to retain CITY's fiscal year 2022-23 Measure BB DLD LSR Program funds, in an amount not-to-exceed \$750,000, for the PROJECT, and to utilize these funds to pay for the costs associated with the new scope of work on 3rd Street between Gilman and Camelia Streets as described in **Appendix A**, including professional services, construction contracts, subconsultants, and costs related to management and/or oversight by ALAMEDA CTC for implementing the PROJECT.
4. ALAMEDA CTC shall retain and set aside \$750,000 from CITY's fiscal year 2022-23 Measure BB DLD LSR program funds, starting with deductions from the next available monthly CITY Measure BB DLD LSR program funds distribution following the full execution of this AMENDMENT, until the full \$750,000 is retained.
5. ALAMEDA CTC shall use the above-referenced \$750,000 for the costs related to implementing the scope of work on 3rd Street between Gilman and Camelia Streets as described in **Appendix A** and Section 2 above..
6. Actual costs for work, including professional services, preparation of the construction Contract Change Order (CCO), subconsultants, and costs related to management and/or oversight by ALAMEDA CTC for implementing the scope of work on 3rd Street, as described in **Appendix A**, will be invoiced to the CITY. Future amendments to the MOU may be required if the actual cost exceeds the current authorized amount.
7. By executing this AMENDMENT, each Party hereby acknowledges that its governing body has given all approvals necessary therefor.
8. Except as expressly modified in this AMENDMENT, all of the terms, covenants and conditions of the MOU shall remain in full force and effect and are hereby ratified and confirmed.

*[ Signatures on following page ]*

In witness whereof, ALAMEDA CTC has by order caused this AMENDMENT to be subscribed by the binding authority of ALAMEDA CTC and CITY has by order caused this AMENDMENT to be subscribed by the binding authority of CITY.

**CITY OF BERKELEY (CITY)**

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

By:

By:

\_\_\_\_\_  
Dee Williams Ridley    Date  
City Manager

\_\_\_\_\_  
Tess Lengyel    Date  
Executive Director

Recommended by:

\_\_\_\_\_  
Gary Huisingh    Date  
Deputy Executive Director of Projects

Reviewed as to Budget/Financial Controls by:

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

Approved as to Form and Legality:

Approved as to Form and Legality:

\_\_\_\_\_  
Farimah Brown    Date  
CITY OF BERKELEY Counsel

\_\_\_\_\_  
Fennemore Wendel    Date  
ALAMEDA CTC Counsel

**APPENDIX A****PRELIMINARY SCOPE OF SERVICES FOR IMPROVEMENTS ON 3RD STREET BETWEEN GILMAN STREET AND CAMELIA STREET**

The following preliminary scope of work is prepared for the design and construction of a 12 foot wide traversable surface within the 18 foot wide Union Pacific Railroad (UPRR) easement on 3rd Street between Gilman and Camelia Streets within the limit of the I-80 Gilman Interchange Improvement Project (“PROJECT”).

Phase 2 of the PROJECT is currently in construction, and the 12 foot wide traversable surface on 3rd Street between Gilman and Camelia Streets will be constructed through a Construction Change Order (CCO) in this Phase.

Alameda CTC’s design consultant will prepare the CCO plans and estimate, and the CCO will be negotiated and implemented by the construction phase implementing agency, Caltrans.

The preliminary scope of work is based on the assumptions listed below. The preliminary scope of work will be further defined after a ground topographic survey and final CCO plans are completed. Additional scope and budget for the subject CCO may be required after the final CCO is negotiated with the Contractor and upon completion of CCO work via one or more future amendment(s) to the MOU.

**Assumptions**

- There is a minimum 18 foot clearance between the UPRR fence and existing buildings to construct the 12 foot wide traversable surface with a minimum 3 feet clearance from the existing buildings. The existing clearance will be verified by a ground topographic survey. If the available space cannot accommodate a 12 foot wide traversable surface or the required minimum clearances from the existing buildings., CITY will be notified to provide further direction.
- The CITY will clear all private property owner abatement of present encroachments, tree removal, trash removal, obstructions, etc.
- The CITY will coordinate with emergency services, environmental utilities (i.e., trash), and other relevant entities regarding the associated improvements.
- Relocation of existing utilities is not required.
- The existing features, such as billboard/concrete blocks, etc., to remain in place can be accommodated within the 6 foot excess width remaining after accommodating the 12 foot wide traversable surface.
- The existing asphalt, concrete, or other hard surfaces will be preserved, and improvements will be limited to areas where, after clearing and grubbing, the surface is deemed to be passable.
- The drainage at the site will follow existing patterns, and no drainage conveyance or other improvements are required. If necessary, a 6 inch curb will be utilized adjacent to existing buildings to maintain existing drainage patterns in vegetated areas. The assumed length of the proposed curb is 300 feet.
- In areas not traversable after clearing and grubbing, the work is limited to excavating 6 inches of existing material and replacing it with Aggregate Base (AB), creating a flat traversable surface with less than 5% grade from right-of-way to the UPRR tracks.
- All excavated soil associated with the proposed improvements on 3rd Street is Type Z-2 soil that must be disposed of in a California Class I disposal facility.

**Task 1: CCO Funding**

Upon full execution of this AMENDMENT, Alameda CTC will amend its Cooperative Agreement with the construction phase implementing agency, Caltrans. Caltrans will then add funding to the construction contract to execute the CCO.

**Task 2: CCO Preparation**

Alameda CTC's design consultant will provide professional and technical engineering services to assemble and review existing data, obtain new field data, perform topographic field surveys, define existing right-of-way, perform environmental revalidation, prepare the storm water report, and prepare the plans, specifications and estimate for a CCO to construct a 12 footwide traversable surface on 3rd Street between Gilman and Camelia Streets and obtain the necessary approvals from the CITY and Caltrans.

**Task 3: CCO Negotiation**

Caltrans will negotiate a lump-sum cost for the CCO with the Contractor. The final negotiated lump-sum CCO may require a further amendment to the MOU if the retained amount is insufficient.

**Task 4. CCO Implementation**

The Contractor will implement the approved CCO, and Caltrans will provide the construction support for the work, including inspections, material testing, segregated invoices, and progress reports for the CCO work. All changes to the CCO will be approved by the CITY. The final CCO cost may require a further amendment to the MOU.