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OFFICE OF THE CITY CLERK
OAKLAND

2013 APR 11 PM 1:04

AGENDA REPORT

TO: DEANNA J. SANTANA
CITY ADMINISTRATOR

FROM: Vitaly B. Troyan, P.E.

SUBJECT: Freeway Agreement with Caltrans

DATE: March 5, 2013

City Administrator
Approval

Date

4/11/13

COUNCIL DISTRICT: 5

RECOMMENDATION

Approve a resolution authorizing the City Administrator or her designee, the Director of Public Works, to execute two new agreements; 1) a Superseding Freeway Agreement and 2) a Maintenance Agreement with the State of California, Department of Transportation (Caltrans), for the Interstate 880/23rd /29th Avenue Interchange Project.

EXECUTIVE SUMMARY

Caltrans has requested that the City of Oakland execute two new agreements; 1) an amended freeway agreement, describing changes in access to and from Interstate 880 (1-880, the Superseding Freeway Agreement); and 2) a maintenance agreement that spells out responsibilities for maintenance over relocated or reconstructed City streets that will be affected by the construction of the Interstate 880/23rd /29th Avenue Interchange Project, which is scheduled to begin construction in 2013.

The Superseding Freeway Agreement replaces two older agreements. The first is dated September 28, 1948 and covers the portion of 1-880 between 34th Avenue to Oak Street and the second one, dated February 26, 1980, covers the portion of 1-880 between Oak Street and Fallon Street.

The new maintenance agreement replaces the current maintenance agreement with Caltrans, which was executed on November 25, 1958. Execution of the new maintenance agreement would result in the City accepting an increased level of responsibility for cleaning, maintenance and potentially increased liability for two large underground storm drainage detention structures that are designed to keep storm water from flooding the freeway. In addition, the City would accept responsibility to maintain approximately 2500 square feet of remnant land acquired by Caltrans for the project, and graffiti abatement for a sound wall that will be constructed.

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Caltrans and the City have been negotiating terms of the maintenance agreement for over a year. Caltrans has indicated that there is little flexibility in the terms of the proposed maintenance agreement, and the City may ultimately have no option but to accept the agreement as currently written, or risk that funding for the project be reprogrammed to other high-priority freeway projects statewide (see Freeway Maintenance Agreement, *Attachment 'A'*).

OUTCOME

Adoption of this resolution will allow the City Administrator or her designee, the Director of Public Works, to execute the Superseding Freeway Agreement and the maintenance agreement, pending resolution of maintenance issues between the City and Caltrans resulting from the construction of the Interstate 880/23rd /29th Avenue Interchange Project.

BACKGROUND/LEGISLATIVE HISTORY

The purpose of a freeway agreement between Caltrans and the City is to formalize the permanent ownership, control and responsibilities of streets that will be reconstructed as part of the Interstate 880/23rd /29th Avenue Interchange Project. The project will reconstruct on and off ramps, as well as the bridges crossing Interstate 880 that connect 23rd and 29th Avenues, respectively, which are City streets. The project also includes construction of an auxiliary lane and sound wall along northbound I-880 between 29th and 23rd Avenues (see Project Fact Sheet, *Attachment 'B'*).

The Alameda County Transportation Commission (ACTC, formerly the Alameda County Congestion Management Agency) has managed the preliminary environmental studies and preparation of construction plans for the project, working closely with the City's public works engineering staff for over six years. The project began as a \$10 million sound wall and auxiliary on-ramp project intended to reduce freeway noise and freeway-bound traffic from circulating through the adjacent Jingtletown neighborhood. In 2006 the State Infrastructure Bond Measure was passed by a statewide vote, and in 2008 the now-expanded project, consisting of completely redesigned interchanges at 23rd and 29th Avenues, competed against 100+ projects statewide and received \$73 million in Trade Corridors Infrastructure Funds (TCIF). The current project will reconstruct the last remaining substandard height bridge overpasses on the entire I-880 corridor, allowing all legal loads full access to and from the Port of Oakland and other destinations.

Since early in 2011, Public Works Transportation Services Division has coordinated technical review of the design with other divisions of Public Works and other City departments. Early in 2012 staff reviewed the draft plans for storm drainage and commented that the proposed design, a system comprised of large of underground storm drainage detention structures, would not be acceptable to the City from a design or maintenance standpoint. The two structures are approximately 300 feet in length, 18 to 30 feet in width, and vary in height from 5 to 16 feet. The detention structures are intended to store excess storm water runoff that cannot be handled

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by the existing storm drain system downstream of the freeway. Design calculations show that with the existing storm drain system, portions of the freeway would experience standing water (i.e. flooding) during a 25-year storm, and hence, drainage improvements were incorporated into the design of the project. Caltrans and ACTC acknowledge that the project could have made upgrades to the storm drain downstream of the freeway, achieving the goal of keeping the freeway from flooding in the event of a major storm. However, because of constraints in the design schedule, this option was found to be infeasible.

Oakland's Public Works Director and assistant directors met with Caltrans and the ACTC project team in June 2012 to discuss maintenance of new facilities that will be constructed on City streets as part of the project. The following are the main issues that were discussed:

- The maintenance of remnant parcels leftover after construction
- The removal of graffiti on new soundwalls
- The maintenance of the two large underground storm detention structures on East 9th Street and 29th Avenue, both City streets

Caltrans expects the City to assume maintenance responsibilities for all three items and they are included in the draft maintenance agreement, which is attached to this report. Discussions between Caltrans and the City continued through 2012 without resolution or agreement.

Caltrans has requested that the City execute the Superseding Freeway Agreement and the Maintenance Agreement so that they can proceed to have construction funds authorized by the California Transportation Commission (CTC), and proceed with advertising and bidding the project this spring. A maintenance agreement is necessary to delineate and distinguish Caltrans' and the City's responsibilities, respectively.

ANALYSIS

Caltrans' current schedule requires that an amended freeway agreement and a new maintenance agreement be executed with the City before the project can move forward for funding approval to the California Transportation Commission (CTC) in June 2013 and subsequently advertising for bids for a construction contract. If the City and Caltrans cannot agree upon terms of a new maintenance agreement, Caltrans and ACTC have indicated that funding for the approximately \$90 million project will be in jeopardy and the funds could be reprogrammed to other projects in the State.

The underground storm drainage detention structures are designed to prevent the freeway from flooding, since it is at a lower elevation than the adjacent City streets. Because the new structures are on City streets (29th Avenue and East 9th Street), Caltrans has stated that they will not maintain them, and insists that the City needs to maintain them. Caltrans and ACTC

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acknowledge that upgrade of the storm drain downstream from the freeway would have achieved the same result, i.e., prevent the freeway from flooding, but by the time this option was discussed with City staff, design of the freeway interchange project was nearing completion, making this option effectively infeasible.

If the City accepts responsibility to maintain the storm drains, the City could potentially be liable for any damage or injury resulting from its inability to maintain the storm drain adequately. Consequently, staff is looking into a supplemental insurance policy to protect the City from such claims. In addition, the City does not have a comparable benchmark for the required level of maintenance for this type of structure, and staff has made inquiries with a private construction contractor, as well as with Caltrans maintenance department for this assessment. Costs for increased maintenance and a supplemental insurance policy were not available at the time this report was written.

PUBLIC OUTREACH/INTEREST

The ACTC is the project sponsor, on behalf of Caltrans. The ACTC project team worked closely with the City's Transportation Services Division staff throughout the life of the project. Three public meetings were held early in the design process, ensuring that the community's needs and design preferences would be accommodated prior to circulation of the environmental document for public review. In addition, a public meeting was held January 21, 2010 to collect written comments and to notify the community of the comment closing date of January 25, 2010.

At the public meetings, several verbal comments were received requesting that the sound wall be constructed as soon as possible. The project was also presented to the City of Alameda Transportation Commission, the City of Alameda City Council, Oakland's Bicycle and Pedestrian Advisory Committee, and Oakland's City Council.

The project received Environmental Certification from Caltrans on August 31, 2012, certifying that for environmental purposes, this project is ready to proceed to advertising for bids.

COORDINATION

The Transportation Services Division, Real Estate Services Division, Budget Office and the City Attorney's Office coordinated efforts in writing this report. The project has been reviewed extensively by staff from the Public Works Department of Infrastructure and Operations and Department of Facilities and Environment. Finally, extensive discussion and negotiations have taken place among ACTC, Caltrans, the Mayor's Office and City staff.

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COST SUMMARY/IMPLICATIONS

Execution of the Freeway Agreement does not have any direct cost implications to the City. Items covered by a new maintenance agreement, specifically maintenance of remnant parcels of land, cleaning and graffiti abatement of new soundwalls and drainage maintenance have undetermined but likely increasing financial implications to the City's maintenance budget. Estimated costs for increased maintenance and a supplemental insurance policy were not available at the time this report was written, but are expected to be available at the time this report is presented to the Public Works Committee.

SUSTAINABLE OPPORTUNITIES

Economic: There are no significant economic opportunities in executing the freeway or maintenance agreements. Construction of the Interstate 880/23rd/29th Avenue Interchange Project will have a positive impact on regional traffic, especially heavy freight on the I-880 corridor which is the primary route for trucks in the East Bay. The new overcrossings will meet current height clearance requirements which are currently substandard, limiting certain height truck loads. One business was relocated as a result of the project.

Environmental: There are no direct environmental opportunities in this report.

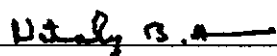
Social Equity: There are no social equity opportunities in executing the freeway or maintenance agreements. Construction of the Interstate 880/23rd/29th Avenue Interchange Project will reduce noise and cut-through traffic to the residential community next to I-880 through construction of a sound wall and modified on-ramp.

CEQA

The project received environmental clearance from Caltrans on April 13, 2010. The CEQA document was an Initial Study with Mitigated Negative Declaration, and the federal environmental document was an Environmental Assessment with Finding of No Significant Impact.

For questions regarding this report, please contact Wladimir Wlassowsky, Transportation Services Division Manager, at 510-238-6383.

Respectfully submitted,


VITALY B. TROYAN, P.E.
Director, Public Work Agency

Reviewed by:
Michael Neary, P.E., Assistant Director
Department of Engineering and Construction

Prepared by:
Wladimir Wlassowsky, P.E.
Transportation Services Division Manager

Attachments

Freeway Maintenance Agreement - Attachment 'A'
Project Fact Sheet - Attachment 'B'

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Public Works Committee
April 23, 2013

Attachment A

Draft 3/19/12

Ala 880 PM 28.4/29.2
29th Avenue OC to 23rd Avenue OC

FREEWAY MAINTENANCE AGREEMENT WITH CITY OF OAKLAND

THIS AGREEMENT is made and entered into in duplicate, effective this _____ day of _____, 201__, by and between the State of California, acting by and through its Department of Transportation, hereinafter referred to as "STATE" and the CITY of Oakland hereinafter referred to as "CITY"; and collectively referred to as "PARTIES."

WITNESSETH:

- A. WHEREAS, on _____ a Freeway Agreement was executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of State Highway Route 880 within the jurisdictional limits of the CITY of Oakland as a freeway; and
- B. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to clarify and revise the division of maintenance, as defined in section 27 of the California Streets and Highways Code, and their respective responsibilities as to separation structures and local CITY streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits; and
- C. WHEREAS, pursuant to Section 1 of the above mentioned _____, 201__ Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.
- D. WHEREAS, this Agreement will supersede the 29th Avenue to 23rd Avenue Overcrossing portion of the Freeway Maintenance Agreement executed on October 4, 1949 and same portion of the Amendment to the Freeway Maintenance Agreement executed on December 22, 1958

NOW THEREFORE, IT IS AGREED:

1. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit "A", and made a part hereof by this reference.
2. STATE agrees to continue control and maintenance of those portions adopted as a part of SR 880 Freeway proper as shown Exhibit "A".
3. The PARTIES agree to share the maintenance responsibilities on individual infrastructure items as provided in Exhibit "A" to the extent that it is not in conflict with the articles of this Agreement. In case of a conflict between the articles of this Agreement and Exhibit "A", the articles of this Agreement shall prevail.
4. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will

affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit "A," which will be made a part hereof by an amendment to this Agreement when executed by all PARTIES, which will thereafter supersede the attached original Exhibit A and become part of this Agreement.

5. CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit "A" is amended to reflect those changes.
6. CITY must obtain the necessary Encroachment Permits from STATE's District 4 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

CITY contractors will be required to obtain an Encroachment Permit from STATE prior to start of any work within STATE's right of way.

7. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

- A. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of SR 880 below the deck surface except as hereinafter provided.
- B. CITY will maintain, at CITY expense, the deck surface and/or surfacing and all structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing. CITY will maintain drainage system as shown in Exhibit "A" in its entirety. +Y
- C. At such locations as shall be determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed as directed by section 92.6 of the Streets and Highways Code. All screens installed under this program will be maintained by STATE, at STATE expense.
- D. CITY will maintain city's facilities under the overcrossings including the area of roundabout, traveled way, shoulders, curbs, sidewalks, wall surfaces, landscaping, drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of traffic and pedestrians using city's facilities.

8. SOUNDWALLS, RETAINING WALLS, CONCRETE BARRIERS

Responsibility for debris removal, cleaning and painting to keep state right of way and wall surfaces on CITY's side of any sound walls, retaining walls, and concrete barriers structure free of debris, dirt and graffiti shall not lie with STATE.

9. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

Responsibility for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use shall lie with CITY and not with STATE.

10. INTERCHANGE OPERATON

It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads. The maintenance and energy costs of safety hghting, traffic signals or other necessary electrically operated traffic control devices placed at ramp connections to CITY streets and roads shall be shared between STATE and CITY. Timing of traffic signals shall be the sole responsibility of STATE.

The proportionate cost of maintenance and energy of traffic signals, safety lighting and other necessary electrically operated traffic control devices at the interchange will be shared by the STATE and CITY based on the ratio of the number of legs of respective agencies to the total number of legs of the intersection.

11. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges of SR 880 Freeway and CITY streets and roads and at ramp connections or SR 880 and CITY facilities shall be shared by the PARTIES as shown in Exhibit "B" which, by this reference, is made a part of this Agreement.

The said cost shall be paid by STATE and the CITY shall reimburse the STATE their agreed upon share.

12. BICYCLE PATHS

Except for bicycle paths constmcted as permitted encroachments within STATE's right of way for which the permittee is solely responsible for all path improvements, STATE will maintain, at STATE expense, all fences, guardrailing, drainage facilities, slope and structural adequacy of any bicycle path located and constmcted within STATE's right of way. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entfere length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that nonmotorized facility.

13. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care

with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

- B. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- C. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
- D. Labor Code Compliance: Prevailing Wages
If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance CITY must conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's prevailing wage requirements.
- E. Prevailing Wage Requirements in Subcontracts
CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor is a "public work" as defined in Labor Code section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.
- F. Insurance
CITY and their contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the State of California, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate. Coverage shall be evidenced by a certificate of Insurance in a form satisfactory to STATE that shall be

delivered to STATE with a signed copy of this Agreement. If CITY is self-insured, CITY shall maintain self-insurance while it's contractors maintain a separate insurance policy.

14. EFFECTIVE DATE

This Agreement shall be effective upon the date appearing on its face and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by STATE for cause. It being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of CITY to maintain other designated areas until a written notice from STATE has been issued that work in such areas, which CITY has agreed to maintain pursuant to the terms of a Freeway Agreement, has been completed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF OAKLAND

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
MAYOR

MALCOLM DOUGHERTY
Acting Director of Transportation

ATTEST:

BY _____
CITY Clerk

By _____ Date
NADER ESHGHIPOUR
Deputy District Director
Maintenance
District 4

APPROVED AS TO FORM:

APPROVED AS TO FORM & PROCEDURE

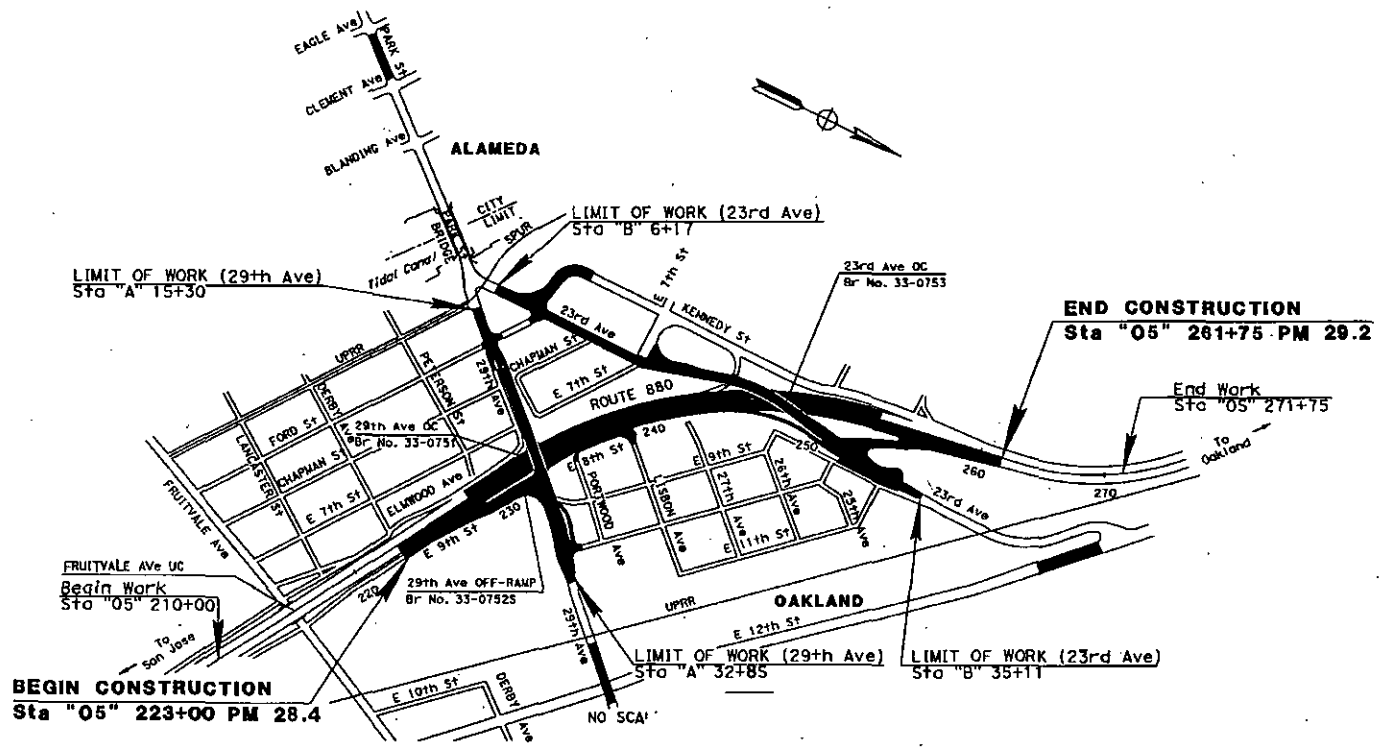
By _____
CITY Attorney

By _____
Attorney
Department of Transportation

EXHIBIT "B"

**Basis of Cost Distribution for Operation, Maintenance & Electrical Energy of ELECTRICAL FACILITIES
 STATE Owned and Maintained Operations, Maintenance and Electrical Energy by STATE**

No	Rte	Post Mile	Location Description	Signal Signs Lights	% Cost Distribution	
					STATE	CITY
1	880	28.69	NB off-ramp and 29 th Avenue OC	Signal & Lightings (4)-250w(hps)	50	50
2	880	28.95	NB on-ramp and 23 rd Avenue OC	Signal & Lightings (6)-250w(hps) (1)-310w(hps)	50	50

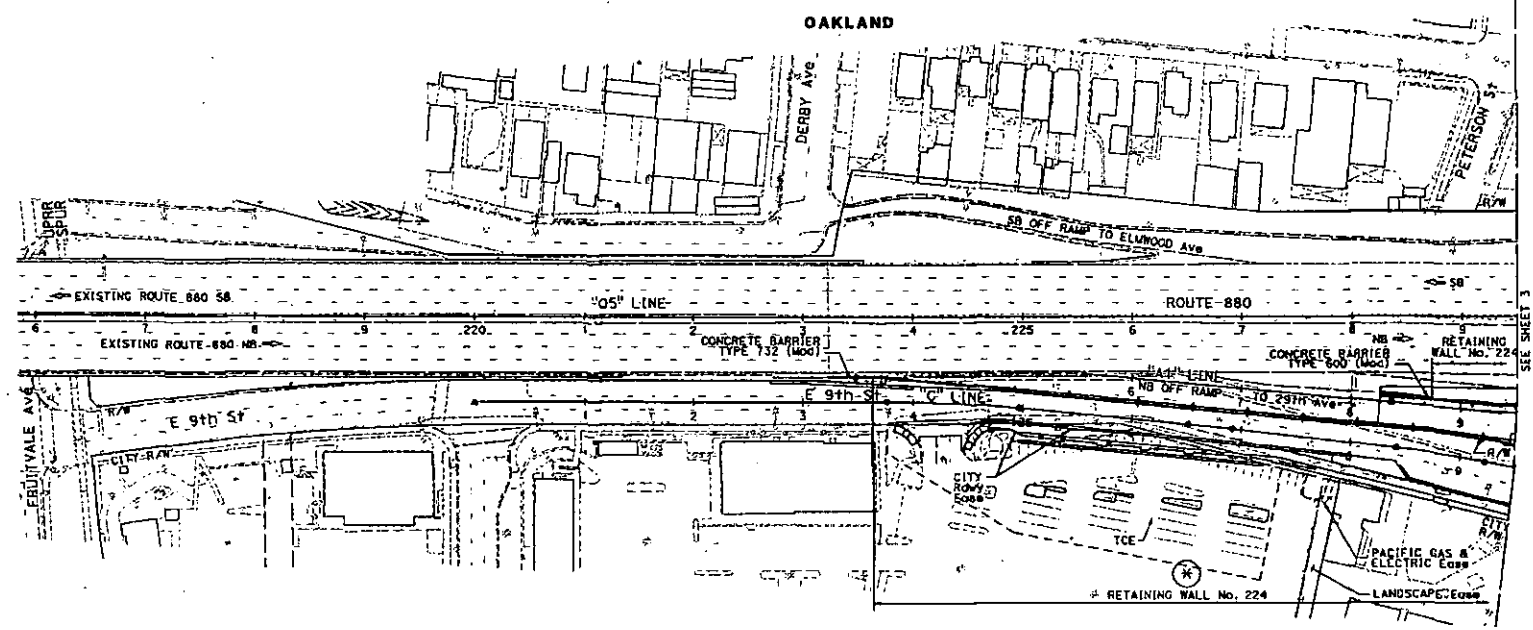


FREEWAY MAINTENANCE AGREEMENT WITH CITY OF OAKLAND

04-ALA-880

POSTMILES - 28.4/29.2

LEGEND:
  MAINTAINED BY CITY



SCALE: 1"=50'



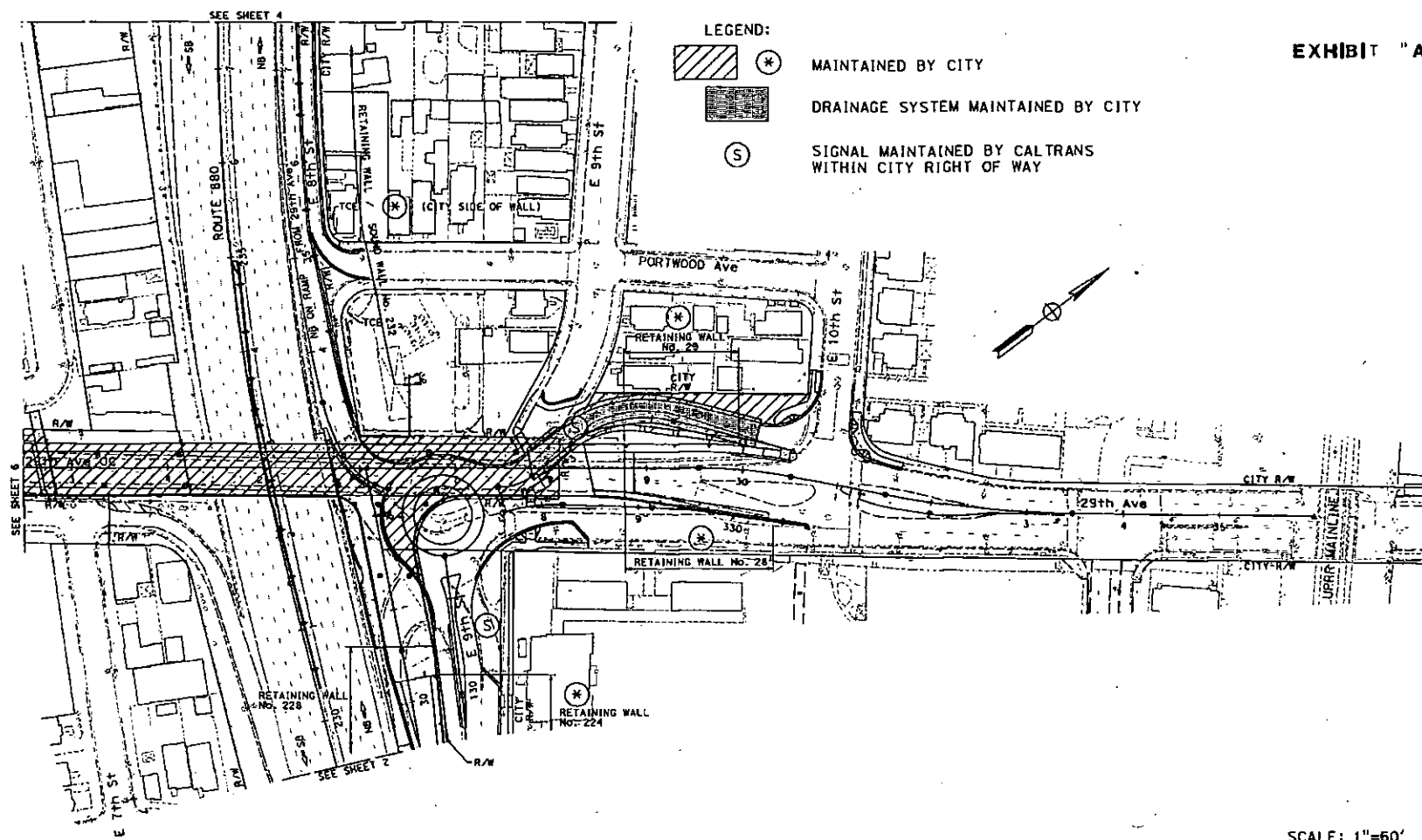
FREEWAY MAINTENANCE AGREEMENT WITH CITY OF OAKLAND

04-ALA-S80




POSTMILES - 28.4/29.2

SHEET 2 OF 6

MARCH 19, 2012



LEGEND:

-  * MAINTAINED BY CITY
-  DRAINAGE SYSTEM MAINTAINED BY CITY
-  SIGNAL MAINTAINED BY CALTRANS WITHIN CITY RIGHT OF WAY

SCALE: 1"=60'

SHEET 3 OF 6

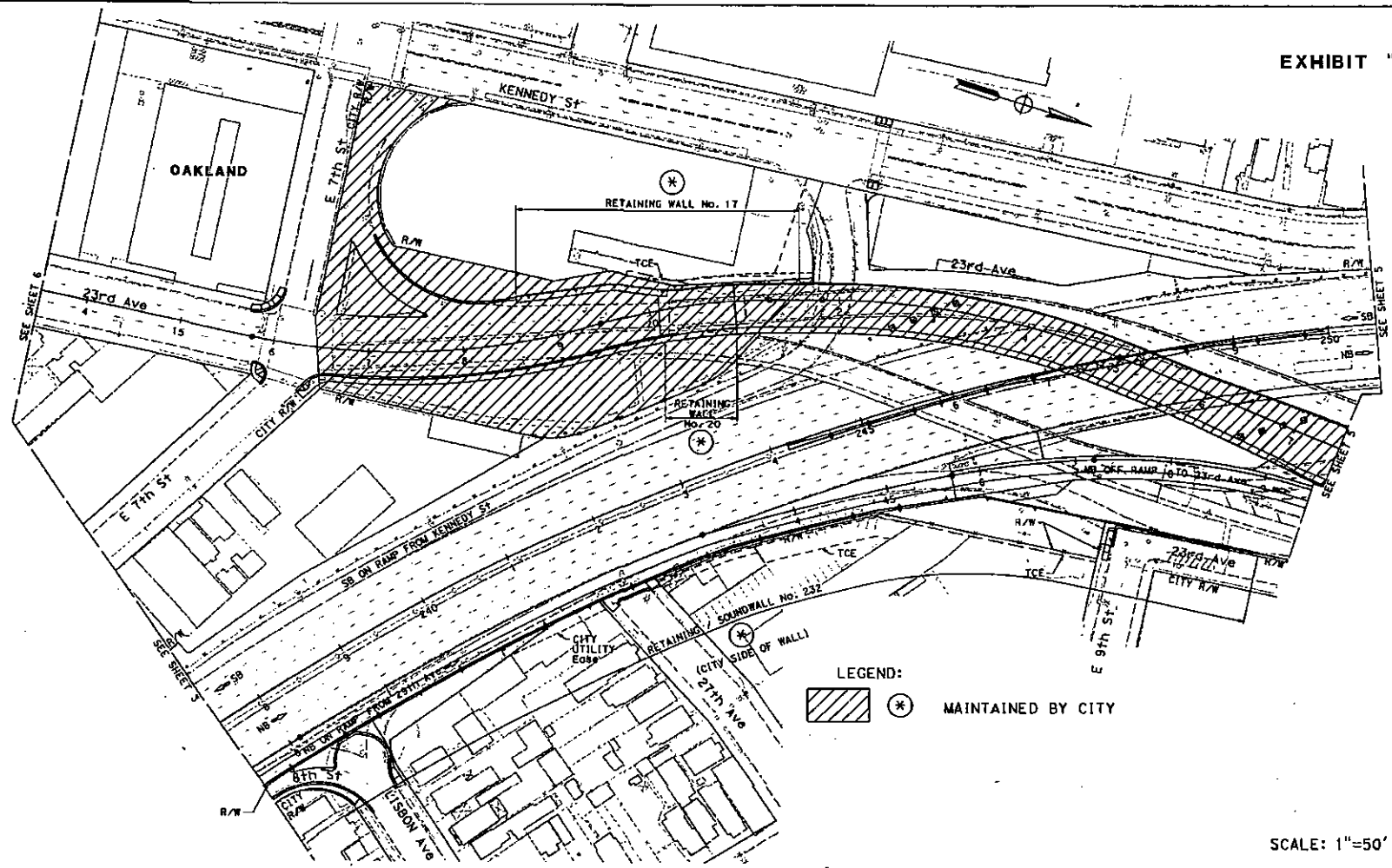
MARCH 19, 2012



FREEWAY MAINTENANCE AGREEMENT WITH CITY OF OAKLAND

04-ALA-880

POSTMILES - 28.4/29.2



LEGEND:
 * MAINTAINED BY CITY

SCALE: 1"=50'



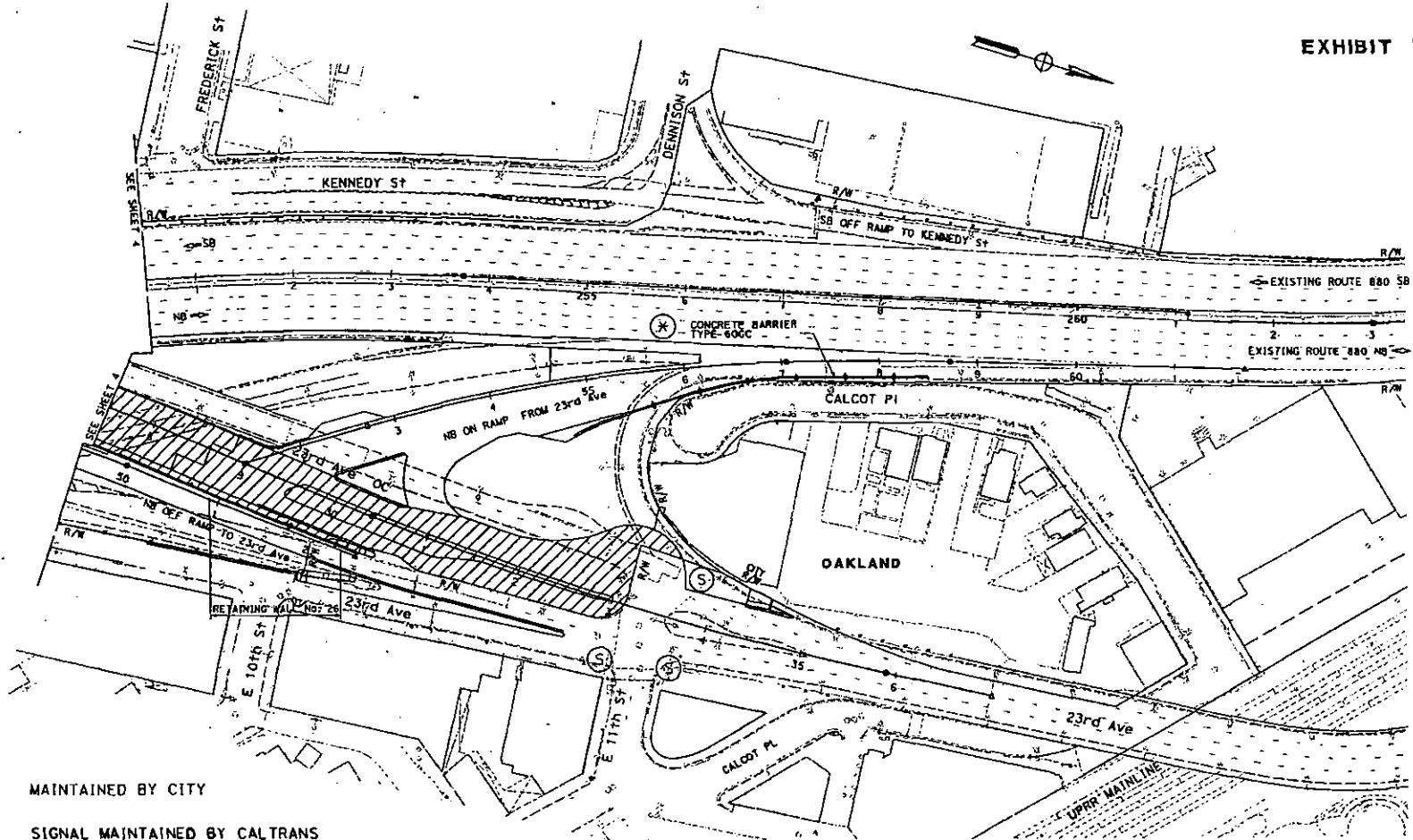
04-ALA-880



FREEWAY MAINTENANCE AGREEMENT WITH CITY OF OAKLAND

POSTMILES - 28.4/29.2

SHEET 4 OF 6

MARCH 19, 2012



- LEGEND:
-  * MAINTAINED BY CITY
 -  (S) SIGNAL MAINTAINED BY CALTRANS WITHIN CITY RIGHT OF WAY

SCALE: 1"=50'



FREWAY MAINTENANCE AGREEMENT WITH CITY OF OAKLAND

04-ALA-880

POSTMILES - 28.4/29.2

SHEET 5 OF 8

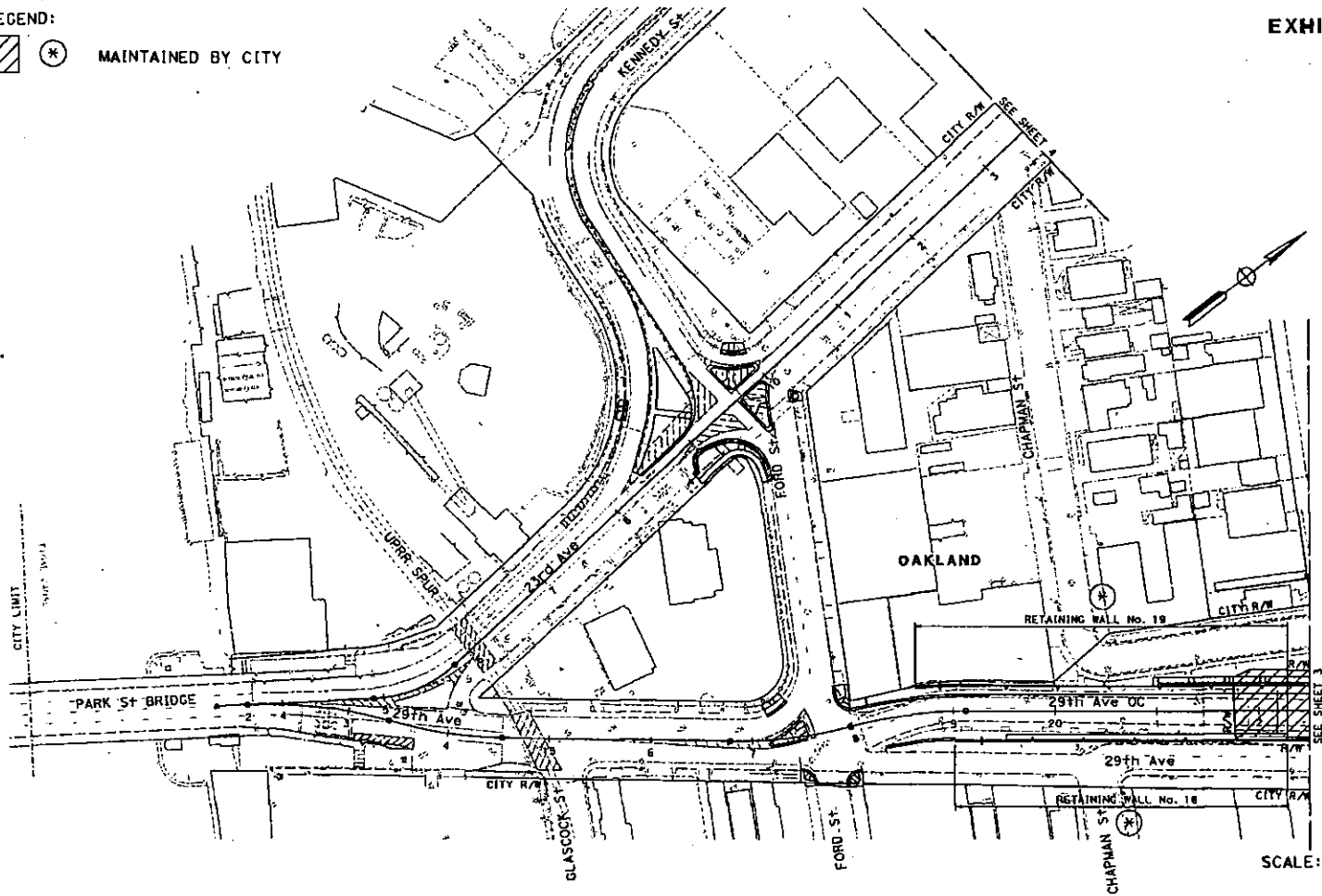
MARCH 19, 2012

LEGEND:
  MAINTAINED BY CITY

EXHIBIT "A"

ALAMEDA

OAKLAND



SCALE: 1"=50'



**FREWAY MAINTENANCE AGREEMENT WITH
 CITY OF OAKLAND**

04-ALA-880

POSTMILES - 28.A/29.2

SHEET 6 OF 6

MARCH 19, 2012

Attachment 'B' PROJECT FACT SHEET

PROJECT TITLE: 1-880 Operational and Safety Improvements at the 29th Avenue and 23rd Avenue Overcrossing (OC) Structures, EA 04-0A710

PROJECT LOCATION: In Alameda County in Alameda and Oakland from 0.2 mile south of 29th Avenue Overcrossing to 0.3 mile north of 23rd Avenue Overcrossing (see Attached Project Location Map).

GENERAL PROJECT DESCRIPTION:

This project will remove and reconstruct the OC Structure at 29th Ave. and two OC Structures at 23rd Ave. Improving mainline right shoulders and lengthening the existing northbound auxiliary lane within the project limits are part of this project.

PURPOSE AND NEED:

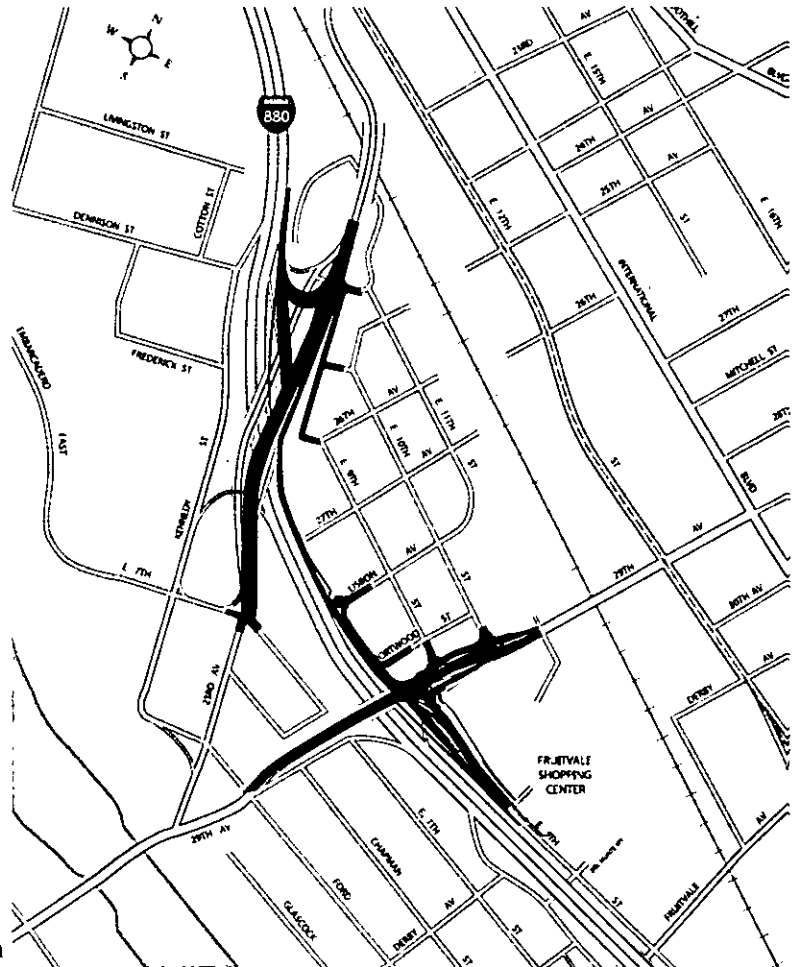
This project will improve the mobility and traffic safely through the 1-880 corridor within the 29th Ave. and 23rd Ave. Interchanges.

The existing 29th Ave. and 23rd Ave. Interchanges are closely spaced. The vertical clearance underneath these OC Structures, and the horizontal alignment transitions on the mainline do not meet current Caltrans' Design Standards. The existing multiple columns are oriented in such a way to prevent widening of the mainline to accommodate standard shoulders or to incorporate auxiliary lane extensions.

FUNDING STATUS:

This project is funded by the following sources:

1. RM 2 (Regional Measure 2) – \$10 million,
2. Federal – \$1.8 million,
3. State Transportation Improvement Program (STIP) – \$2 million,
4. TCIF (Trade Corridor Improvement Fund) – \$73 million
5. SHOPP (State Highway Operation and Protection Program) – \$10 million



1-880 NORTH CORRIDOR PROJECT
PROJECT LOCATION MAP

PROJECT SCHEDULE:

Project Milestone	Date
Begin Environmental (PA&ED) Phase	07/01/08
Circulate Draft Environmental Document	10/01/09
End Environmental Phase (PA&ED Milestone)	04/30/10
End Design Phase (Ready to List for Advertisement Milestone)	11/30/12*
Award Construction Contract	04/30/13*
Begin Construction Phase	05/31/13*
End Construction Phase	05/31/17*

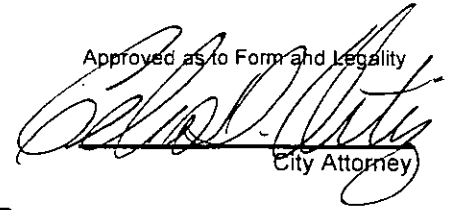
* These dates will be proposed through submittal of a baseline amendment request to CTC.

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2013 APR 11 PM 1:04

OAKLAND CITY COUNCIL

Approved as to Form and Legality



City Attorney

RESOLUTION NO. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HER DESIGNEE, THE DIRECTOR OF PUBLIC WORKS, TO EXECUTE A SUPERSEDING FREEWAY AGREEMENT AND MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, FOR THE INTERSTATE 880/23RD /29TH AVENUE INTERCHANGE PROJECT

WHEREAS, the California Department of Transportation (Caltrans) has worked closely with the Alameda County Transportation Commission (ACTC), the project sponsor, and the City of Oakland on the design of the Interstate 880/23rd/29th Avenue Interchange Project over the past seven years; and

WHEREAS, the project will improve circulation, safety and access for vehicular traffic and pedestrians and bicycles traffic on I-880, to and from streets in Oakland and Alameda, and additionally will greatly reduce freeway noise and traffic destined to the freeway on-ramp near 29th Avenue; and

WHEREAS, Caltrans has requested that the City execute an amended freeway agreement that spells out changes in access to and from the freeway from City streets; and

WHEREAS, the previous freeway agreements that covers this area was executed on September 28, 1948 and covers the portion of I-880 between 34th Avenue to Oak Street and the second one, dated February 26, 1980, covers the portion of I-880 between Oak Street and Fallon Street; and

WHEREAS, Caltrans has also requested that the City execute a Maintenance Agreement spelling out responsibilities for maintenance in and near the area of the Interstate 880/23rd/29th Avenue Interchange Project; and

WHEREAS, the previous maintenance agreement that covers this area was executed on October 4, 1949 amended December 22, 1958; now, therefore, be it

RESOLVED: That the City Administrator or her designee, the Director of Public Works, execute a Superseding Freeway Agreement with Caltrans covering the area of the Interstate 880/23rd/29th Avenue Interchange Project; and be it further

RESOLVED: that the City Administrator or her designee, the Director of Public Works, negotiate and execute a maintenance agreement with Caltrans covering this same area.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT KERNIGHAN

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California