

AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS IN THE CITY

OF

OAKLAND

This AGREEMENT, made and executed in duplicate this 23rd day of AUGUST, 19 91, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Oakland hereinafter referred to as "CITY".

W I T N E S S E T H:

A. RECITALS:

The parties desire to provide for the CITY to perform particular maintenance functions on the State highway(s) within the CITY as provided in Section 130 of the Streets and Highways Code.

B. AGREEMENT:

This Agreement shall supersede any previous AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS IN THE CITY OF OAKLAND and or Amendments thereto with the CITY.

In consideration of mutual covenants and promises herein contained, it is agreed:

The CITY will perform such maintenance work as is specifically delegated to it, on State highway routes or portions thereof, all as hereinafter described under Section H hereof or as said section may be subsequently modified with the consent of the parties hereto acting by and through their authorized representatives.

C. MAINTENANCE DEFINED:

Maintenance is defined in Section 27 of the Streets and Highways Code as follows:

Sec. 27. "(a) The preservation and keeping of rights-of-way, and each type of roadway, structure, safety convenience or device, planting, illumination equipment and other facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.

- (b) Operation of special safety conveniences and devices, and illuminating equipment.
- (c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility."

D. DEGREE OF MAINTENANCE:

The degree or extent of maintenance work to be performed and the standards therefor shall be in accordance with the provisions of Section 27 of the Streets and Highways Code as set forth in the current edition of the State Maintenance Manual (a copy of which has been provided to the CITY), or as may be prescribed from time to time by the District Director. "District Director", as used herein, means the District Director of the Department of Transportation assigned to the territory in which the CITY is located, or his authorized representative.

The STATE reserves the option to check at random all areas of State highways maintained by the CITY to assure conformance to maintenance levels. Failure of the CITY to comply with the maintenance levels would be reason to terminate this Agreement as specified under Section J "Term of Agreement". However, this random check does not preempt the CITY's maintenance responsibilities as spelled out in the Agreement.

An Encroachment Permit will be required for third parties when maintenance work is re delegated. Such re delegated work shall be performed to the same levels of service as spelled out herein and will be subject to the same random checks as provided for work performed directly by CITY forces.

The level of service of maintenance in each of the programs delegated to the CITY has been considered in setting authorized total and route dollar amounts. The CITY may perform additional work if desired but the STATE will not reimburse the CITY for any work in excess of authorized dollars. The District Director may authorize adjustments needed because of inflation or changes in program emphasis.

E. LEGAL RELATIONS AND RESPONSIBILITIES:

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4 CITY shall defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement.

It is understood and agreed that neither the CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4 STATE shall defend, indemnify and save harmless the CITY, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this Agreement.

F. MAINTENANCE FUNCTIONS:

The CITY shall perform only those maintenance functions delegated, as identified, in Section H (DELEGATION OF MAINTENANCE) of this Agreement.

A brief description of those maintenance functions delegated to the CITY are included in this section. The functions are identified by the Caltrans HM Families (Program) Codes.

HM1A FLEXIBLE ROADBEDS

This provides for patching, sealing, and maintaining the surface and base courses of asphalt surfaced roadways including asphalt surfaced shoulders. The following problems are included:

1. Crack/joint repair
2. Poor ride quality
3. Structural pavement failure
4. Potholes/local depressions
5. Preventive maintenance
6. Miscellaneous

HM2C SLOPES/DRAINAGE/VEGETATION

This provides for cleaning, maintaining, and repairing culverts, ditches, drains, structures, fences, curbs, sidewalks and other appurtenances between the roadbed and the outer highway right-of-way boundary line. It also includes weed and brush control by chemical, biological or mechanical methods, trimming and removal of trees and pest control. The following problems are included:

1. Unpaved shoulder management
2. Nonlandscaped weed control
3. Nonlandscaped tree/brush/vegetation
4. Fence repair
5. Drainage obstruction - ditch/channel
6. Drainage obstruction - drains/culverts
7. Drainage obstruction
8. Worn/damaged drainage facility
9. Miscellaneous

HM2D LITTER/DEBRIS

This provides for removal of litter and debris from roadway surfaces and roadsides. The following problems are included:

1. Debris/carcass pickup
2. Sweeping
3. Litter pickup
4. Spills of non-toxic substances
5. Miscellaneous

HM2E LANDSCAPING

This provides for watering, fertilizing, removal of shrubs, and control of weeds in planted areas. Includes trimming, removal, and spraying of trees, replacement of plants, shrubs, and trees, and pest control in planted areas. The following problems are included:

1. Weed control
2. Pruning/thinning/removing/replacing
3. Irrigation

HM3H BRIDGES

This provides for repairs, cleaning, and painting of bridges. Also includes electrical and mechanical maintenance. The following problems are included:

1. Substructure
2. Superstructure - steel
3. Superstructure - concrete
4. Expansion joints
5. Railings
6. Drainage systems
7. Painting
8. Miscellaneous

HM4M TRAFFIC GUIDANCE

This provides for the repainting of traffic stripes and markings and the cleaning, removal, and replacement of raised pavement markers. Cleaning, replacement, and general maintenance of signs and supports, including support structures for overhead signs are included. Also, the repair, cleaning, and replacement of guideposts, markers, guardrails, and energy dissipators as well as the repair of median barriers and their appurtenances. The following problems are included:

1. Pavement stripings
2. Pavement markings
3. Raised pavement markings
4. Roadside markers
5. Guardrails
6. Median barriers
7. Vehicle energy attenuators
8. Miscellaneous

HM4K ELECTRICAL

This includes maintenance work performed on highway electrical facilities including flashing beacons, traffic signals, traffic-signal systems, safety lighting and sign lighting. It also includes the electrical energy for these items.

Timing sequence of traffic signals shall be provided for STATE review. Upon notification by the STATE that the timing sequence is unsatisfactory, the CITY shall consult with the STATE to arrive at a mutually agreeable solution.

Maintenance of the "designed" timing is the responsibility of the CITY. Timing records shall be kept in both CITY Maintenance and Traffic Branches.

EMERGENCY OPERATION OF TRAFFIC SIGNALS

Flashing operation shall be considered as the "primary emergency mode of operation at all intersections". Red/yellow or all red may be used, as determined by State Traffic Engineering.

Every effort shall be made to restore the intersection to normal operation as soon as possible.

The cost of maintaining traffic signals or other electrically operated traffic control devices now in place or those which may hereafter be installed at the intersection of any STATE highway route and any CITY street/road shall be shared between the STATE and the CITY on a pro rata basis in the same ratio as the number of legs in the intersection under each jurisdiction bears to the total number of legs. The same principle of cost distribution shall apply to freeway interchanges. The participation ratio shall be based on the ratio of the number of legs of the respective agencies to the total number of legs of the intersection.

The STATE will not pay for the maintenance, installation, repair, servicing, nor power for ordinary street lighting; however, lighting at intersections, which qualify as safety lighting under warrants approved/accepted by the STATE, will be paid for when approved and specifically authorized by the District Director. Where such lighting has been specifically authorized, the maintenance and operating costs thereof shall be shared between the STATE and the CITY on a pro rata basis in the same ratio as the number of legs in the intersection under each jurisdiction bears to the total number of legs.

G. EXPENDITURE AUTHORIZATION:

The STATE will reimburse the CITY for actual cost of all routine maintenance work performed by the CITY as delegated under Section H of this Agreement, but it is agreed that during any fiscal year, the maximum expenditure on any route shall not exceed the amount as shown on Section H of this Agreement, unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided for.

A new "DELEGATION OF MAINTENANCE" (Section H) will be provided annually by the STATE for the ensuring fiscal year, if necessary, to insure equitable annual cost.

The expenditure per route for routine maintenance work as referred to above may be increased or decreased, redistributed between routes, or additional expenditures for specific projects may be made, when such adjustment of expenditures for routine maintenance or such specific work is authorized in writing by the District Director or his authorized representative.

Additional expenditures or adjustment of expenditures thus authorized shall apply during the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure per route as hereinafter specified. An adjustment of the said maximum expenditure, either increase or decrease, shall not affect other terms of the Agreement.

H. DELEGATION OF MAINTENANCE:

The specific maintenance function indicated below and on "EXHIBIT A" attached hereto and incorporated herein by reference, 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 terms of Freeway Agreements and/or Freeway Maintenance Agreements.

ROUTE NO.	LENGTH MILES	DESCRIPTION OF ROUTING	PROGRAM DELEGATED	MAXIMUM ANNUAL AUTHORIZED EXPENDITURE
13	5.74	Warren Freeway from junction with Route 580 to end of freeway at Route 24, thence along Landvale Road to northerly city limits (Berkeley City limits), a length of 5.74 miles. (Footnote 5)	HM4K	\$ 4,000.00
Total Authorization Route 13				\$ 4,000.00
24	4.39	Byron Rumford Freeway from junction with Routes 580 and 980 to east city limits in the Caldecott Tunnels, a length of 4.39 miles. (Footnote 5)	HM4K	\$ 4,500.00
Total Authorized Route 24				\$ 4,500.00
61	2.11	Doolittle Drive from east city limits 1,690 feet east of Hegenberger Road at San Leandro City limits to west city limits (east city limits of Alameda), a length of 2.11 miles. (Footnotes 1, 4, 5, 6)	HM1A HM2C HM2D HM4K	\$ 2,000.00 0.00 1,500.00 6,500.00
Total Authorized Route 61				\$ 10,000.00
77	0.35	42nd Avenue from junction with Route 880 to East 14th Street, a length of 0.35 mile. (Footnotes 5, 8)	HM3H HM4K	\$ 0.00 1,600.00
Total Authorized Route 77				\$ 1,600.00

ROUTE NO.	LENGTH MILES	DESCRIPTION OF ROUTING	PROGRAM DELEGATED	MAXIMUM ANNUAL AUTHORIZED EXPENDITURE
80	3.29	San Francisco-Oakland Bay Bridge from west city limits to the bridge approach, along bridge approach to Eastshore Freeway, along Eastshore Freeway to north city limits, junction with Route 880, a length of 3.29 miles. (Footnote 5)	None	\$ 0.00
123	0.95	San Pablo Avenue from City limits near 53rd Street to north city limits at Haskell Street, a length of 0.95 mile. (Footnotes 2, 4, 5, 6)	HM1A HM2C HM2D HM2E HM4K	\$ 2,000.00 0.00 1,300.00 0.00 6,700.00
Total Authorized Route 123				\$ 10,000.00
185	3.93	East 14th Street from southeast city limits at Durant Avenue to 44th Avenue, along 44th Avenue from East 14th Street to East 12th Street, along East 12th Street from 44th Avenue to High Street; a length of 3.93 miles. (Footnotes 3, 4, 5, 6, 7)	HM1A HM2C HM2D HM2E HM4K	\$ 40,000.00 0.00 14,300.00 0.00 21,500.00
Total Authorized Route 185				\$ 75,800.00
260	0.84	<u>Northeastbound</u> Posey Tube and Posey Tube approach from west city limits to junction with Route 880, a length of 0.42 mile for this portion; also, <u>Southwestbound</u> Webster Street Tube and Webster Street Tube approach from west city limits to junction with Route 880, a length of 0.42 mile for this portion; a total length of 0.84 mile.	None	0.00

ROUTE NO.	LENGTH MILES	DESCRIPTION OF ROUTING	PROGRAM DELEGATED	MAXIMUM ANNUAL AUTHORIZED EXPENDITURE
580	12.31	MacArthur Freeway from city limits at San Leandro Creek to Marlow Drive, a length of 0.27 mile for this portion; also, freeway from city limits at Foothill Boulevard to junction with Route 80 on the San Francisco-Oakland Bay Bridge approach, a length of 12.04 miles for this portion; a total length of 12.31 miles.	HM4K	\$ 7,000.00
Total Authorized Route 580				\$ <u>7,000.00</u>
880	10.30	Nimitz Freeway from south city limits at San Leandro Creek to Distribution Structure near Wood Street, and Eastshore Freeway from Distribution Structure near Wood Street to north city limits at Emeryville boundary junction with Route 80, a length of 10.30 miles.	HM4K	\$ 9,000.00
Total Authorized Route 880				\$ <u>9,000.00</u>
980	1.49	John B. Williams Freeway from Route 880 to 17th Street; Grove-Shafter Freeway from 17th Street to junction with Routes 580 and 24, a length of 1.49 miles.	HM4K	16,000.00
Total Authorized Route 980				\$ <u>16,000.00</u>
TOTAL AUTHORIZED EXPENDITURE				\$137,900.00

FOOTNOTES

1. Length of street to be cleaned - 4.5 curb miles.
2. Length of street to be cleaned - 2.0 curb miles
3. Length of street to be cleaned - 10.5 curb miles.
4. CITY will maintain sidewalks and shall be responsible for any costs therein.
5. CITY will maintain traffic signals and safety lighting as listed in Exhibit A. STATE will participate in maintenance and electrical energy costs as specified in Exhibit A.
6. STATE will maintain traffic stripe. CITY will maintain pavement markings.
7. CITY will maintain median landscaping at no expense to the STATE.
8. The bridges or structures on Route 77 in which the following footnotes have reference to are as follows:
 - a. San Leandro Street Overcrossing
 - b. East 12th Street Overcrossing

VEHICULAR OVERCROSSINGS

The STATE will maintain, at STATE expense, the entire structure below the top of the concrete deck surface, exclusive of any bituminous surface treatment thereon. The CITY will maintain, at CITY expense, the top of the concrete deck surface, together with any bituminous surface treatment thereon, and all portions of the structure above the concrete deck surface, and shall perform such other work as may be necessary to insure an impervious and otherwise suitable surface. The CITY will also maintain all traffic service facilities provided for the benefit or control of city street traffic.

VEHICULAR UNDERCROSSINGS

The STATE will maintain the structure proper. The CITY will maintain the roadway section, including the travelled way, shoulders, curbs, sidewalks, wall surfaces, street drainage installations and traffic service facilities.

I. SUBMISSION OF BILLS:

The CITY will submit bills in a consistent periodic sequence (monthly, quarterly, semiannually, or annually). Bills for less than \$500 shall not be submitted more than once each quarter. Bills must be submitted promptly following close of corresponding billing period and should be coded according to the Caltrans HM Families Code as outlined in this Agreement. Bills submitted for periods prior to the last fiscal year will be deemed waived and not be honored.

Equipment shall be charged at mutually acceptable rental rates and labor and material at actual cost. The CITY will be allowed to recover overhead and administrative costs only to the extent that such charges include applicable expenses incurred by the CITY in the execution of the work. Said factors and method shall be subject to approval by the STATE.

Maintenance services provided by contract or on a unit-rate basis with overhead costs included shall not have these above-mentioned charges added again. An actual handling charge for processing this type of bill will be allowed the CITY.

Emergency and storm repairs performed by the CITY will be paid for only with prior approval of the STATE's Highway Maintenance Superintendent of that specific area. In addition, the CITY should notify the STATE's Highway Maintenance Superintendent for the area of any storm damage or other emergency condition affecting the STATE highway. Repair of equipment damaged in vehicular accidents shall be considered routine maintenance. The CITY shall maintain, on a generally accepted accounting basis, complete and accurate records that support all billings. These records shall be made available to STATE representatives for review during normal business hours for a period of three (3) years after payment of such billings.

J. TERM OF AGREEMENT:

This Agreement shall become effective July 1, 1991 and shall remain in full force and effect until amended or terminated.

This Agreement may be amended or terminated at any time upon mutual consent of the parties thereto. This Agreement may also be terminated by either party upon thirty (30) days written notice to the other party.

K. NOTICE:

Notices under this Agreement shall be sent to:

CITY: Director of Public Works
City of Oakland
1333 Broadway
Oakland, CA 94612

STATE: District Director
California Department
of Transportation
P. O. Box 7310
San Francisco, CA 94120

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

CITY OF OAKLAND
By *Shirley G. Hill*
Office of the City Manager
John Goddard
Office of Public Works

Approved as to form:

Ralph Reed
City Attorney

By _____

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ROBERT K. BEST
Director of Transportation

By *J. Jacobs*
ROBERT J. JACOBS
Deputy District Director

DATE *Aug 21, 1991*

RTE	PM	INTERSECTION	RATE	EQUIPMENT	INT OR POLE NO	UNITS	% STATE	EQUIV UNIT
			TC	SIGNALS-TA			66.6667	
123	1.52	64TH ST	2C	150W HP-SODIUM		2.00	66.6667	1.3333
123	1.56	ALCATRAZ/OCEAN	2C	150W HP-SODIUM		4.00	66.6667	2.6667
			TC	SIGNALS-FT			66.6667	
123	1.60	PEABODY	2C	150W HP-SODIUM		2.00	66.6667	1.3333
123	1.63	65TH ST	2C	150W HP-SODIUM		4.00	50.0000	2.0000
123	1.70	66TH ST	2C	150W HP-SODIUM		6.00	66.6667	4.0000
123	1.75	67TH ST	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	6.54	DURANT AVE	2C	150W HP-SODIUM		2.00	66.6667	1.3333
185	6.73	107TH AVE	2C	150W HP-SODIUM		2.00	66.6667	1.3333
185	6.77	106TH AVE	2C	150W HP-SODIUM		2.00	66.6667	1.3333
185	6.84	105TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
			TC	SIGNALS-FT			50.0000	
185	6.88	104TH AVE	2C	150W HP-SODIUM		2.00	66.6667	1.3333
185	6.96	103RD AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
			2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	6.99	102ND AVE	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	7.06	101ST AVE	2C	150W HP-SODIUM		2.00	66.6667	1.3333
185	7.11	100TH AVE	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	7.18	99TH AVE	2C	150W HP-SODIUM		2.00	66.6667	1.3333

RTE	PM	INTERSECTION	RATE	EQUIPMENT	INT OR POLE NO	UNITS	% STATE	EQUIV UNIT
185	7.24	98TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
			TC	SIGNALS-FT			50.0000	
185	7.30	97TH AVE	2C	150W HP-SODIUM		2.00	66.6667	1.3333
185	7.36	96TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
185	7.41	95TH AVE	2C	150W HP-SODIUM		2.00	66.6667	1.3333
185	7.47	94TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
			TC	SIGNALS-FT			50.0000	
185	7.52	93RD AVE	2C	150W HP-SODIUM		2.00	50.0000	1.0000
185	7.59	92ND AVE	2C	150W HP-SODIUM		6.00	66.6667	4.0000
185	7.63	91ST AVE	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	7.68	90TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
			TC	SIGNALS-FT			50.0000	
185	7.74	89TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
185	7.81	88TH AVE	2C	150W HP-SODIUM		2.00	50.0000	1.0000
185	7.85	87TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
185	7.90	AUSEON WAY	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	7.93	86TH AVE	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	8.00	85TH AVE	2C	150W HP-SODIUM		6.00	66.6667	4.0000
			TC	SIGNALS-FT			66.6667	

RTE	PM	INTERSECTION	RATE	EQUIPMENT	INT OR POLE NO	UNITS	% STATE	EQUIV UNIT
185	8.06	84TH AVE	2C	150W HP-SODIUM		6.00	66.6667	4.0000
185	8.12	83RD AVE	2C	150W HP-SODIUM		6.00	66.6667	4.0000
185	8.19	82ND AVE	2C	150W HP-SODIUM		6.00	66.6667	4.0000
			TC	SIGNALS-FT			50.0000	
185	8.26	81ST AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
185	8.33	80TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
185	8.40	79TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
185	8.46	78TH AVE	2C	150W HP-SODIUM		2.00	50.0000	1.0000
185	8.51	77TH AVE	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	8.55	76TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
185	8.60	75TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
185	8.66	74TH AVE	2C	150W HP-SODIUM		2.00	66.6667	1.3333
185	8.69	73RD/HEGENBERGER	2C	150W HP-SODIUM		4.00	50.0000	2.0000
			TC	SIGNALS-FT			50.0000	
185	8.75	72ND AVE	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	8.80	71ST AVE	2C	150W HP-SODIUM		6.00	66.6667	4.0000
185	8.84	70TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
185	8.89	69TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
				FLASHERS			50.0000	

RTE	PM	INTERSECTION	RATE	EQUIPMENT	INT OR POLE NO	UNITS	% STATE	EQUIV UNIT
185	8.94	68TH AVE	2C	150W HP-SODIUM		3.00	66.6667	2.0000
185	8.99	67TH AVE	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	9.06	66TH/HAVENSCOURT	2C	150W HP-SODIUM		6.00	50.0000	3.0000
			TC	SIGNALS-FT			50.0000	
185	9.10	66TH AVE	2C	150W HP-SODIUM		2.00	66.6667	1.3333
185	9.16	65TH AVE	2C	150W HP-SODIUM		6.00	50.0000	3.0000
185	9.24	64TH AVE	2C	150W HP-SODIUM		6.00	50.0000	3.0000
185	9.29	63RD AVE	2C	150W HP-SODIUM		2.00	66.6667	1.3333
185	9.34	62ND AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
185	9.40	61ST AVE	2C	150W HP-SODIUM		6.00	66.6667	4.0000
185	9.45	60TH AVE	2C	150W HP-SODIUM		2.00	66.6667	1.3333
185	9.49	SEMINARY AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
			TC	SIGNALS-FT			50.0000	
185	9.59	58TH AVE	2C	150W HP-SODIUM		2.00	66.6667	1.3333
185	9.62	57TH AVE	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	9.69	56TH AVE	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	9.75	55TH AVE	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	9.86	54TH AVE	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	9.91	53RD AVE	2C	150W HP-SODIUM		4.00	66.6667	2.6667

RTE	PM	INTERSECTION	RATE	EQUIPMENT	INT OR POLE NO	UNITS	% STATE	EQUIV UNIT
185	9.98	52ND AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
				FLASHERS			50.0000	
185	10.03	51ST AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
				FLASHERS			50.0000	
185	10.09	50TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
185	10.13	49TH AVE	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	10.17	48TH AVE	2C	150W HP-SODIUM		4.00	66.6667	2.6667
185	10.23	47TH AVE	2C	150W HP-SODIUM		6.00	66.6667	4.0000
185	10.27	46TH AVE	2C	150W HP-SODIUM		7.00	40.0000	2.8000
			TC	SIGNALS-FT			40.0000	
185	10.32	45TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
185	10.37	44TH AVE	2C	150W HP-SODIUM		4.00	50.0000	2.0000
185	10.43	44TH AVE-E12TH ST	2C	100W HP-SODIUM		2.00	40.0000	0.8000
185	10.47	HIGH ST	2C	150W HP-SODIUM		5.00	50.0000	2.5000
			TC	SIGNALS-FT			50.0000	
580	35.15	FOOTHILL WB-ON	2C	70W HP-SODIUM		2.00	33.3333	0.6667
580	35.87	106TH AVE WB-ON	2C	100W HP-SODIUM		2.00	25.0000	0.5000
580	35.96	STANLEY-SHAW EB-OFF	2C	100W HP-SODIUM		2.00	25.0000	0.5000

OAKLAND CITY COUNCIL

RESOLUTION NO. 67952 C. M. S.

MPCW

RESOLUTION APPROVING AN AGREEMENT WITH THE STATE DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF STATE HIGHWAYS IN THE CITY OF OAKLAND WHICH REIMBURSES OAKLAND AN AMOUNT NOT TO EXCEED \$137,900 ANNUALLY

WHEREAS, the City of Oakland and the State of California desire to maintain the State highways within the City of Oakland in a safe and attractive manner; and

WHEREAS, the State of California, acting by and through the State Department of Transportation, assigns particular maintenance functions for the State Highways and appurtenances within City limits to the local jurisdiction, as provided in Section 130 of the Streets and Highways Code; and

WHEREAS, on September 4, 1973, by Oakland City Council Resolution No. 53504 C.M.S., a similar resolution was approved for the maintenance of State Highways in the City of Oakland; and

WHEREAS, a new agreement has been prepared to supersede the 1973 agreement, to reflect the current and planned State Highways, electrical equipment and related appurtenances within the City and the corresponding cost of annual maintenance; now, therefore be it

RESOLVED: that the City Manager or his designee is hereby authorized and directed to execute State maintenance agreement and any amendments as necessary in the future to reflect changes in actual maintenance costs or scope of work for and on behalf of the City of Oakland with the State of California Department of Transportation; and be it

FURTHER RESOLVED: a copy of the executed agreement for maintenance of State Highways in the City of Oakland is on file in the Office of the City Clerk.

I certify that the foregoing is a full, true and correct copy of a Resolution passed by the City Council of the City of Oakland, California, on _____

APR 16 1991

ARRECE JAMESON
City Clerk and Clerk of the Council

Per _____

Helen Bolden

Deputy