



## CITY COUNCIL AGENDA REPORT

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August 17, 2021  
Community Development  
Traffic Engineering

**TITLE: APPROVE THE FIRST AMENDMENT TO THE FREEWAY MAINTENANCE AGREEMENT WITH CALTRANS FOR INTERSTATE 680 UNDERCROSSINGS AND OVERCROSSINGS**

**SUMMARY**

On June 2, 2020, the City approved a freeway maintenance agreement with Caltrans for the maintenance responsibilities of the Interstate 680 overcrossings and undercrossings. This 2020 agreement was a consolidation of various agreements dating back to 1966.

Caltrans has requested an amendment to the 2020 Agreement to clarify the maintenance responsibility of two items (a bike lane and retaining wall) that will be constructed with the Stoneridge Drive northbound onramp improvement project. Both elements were already generally included as City maintenance responsibilities, but Caltrans has requested that these two items be called out specifically.

**RECOMMENDATION**

1. Approve the first Amendment to Agreement with Caltrans for the Maintenance of Freeway Overpasses and Underpasses along I-680.
2. Authorize the City Manager to execute the First Amendment to Agreement.

**FINANCIAL STATEMENT**

There is no financial impact with adoption of the resolution. The responsibilities for maintenance in the Agreement are already included in the City's routine maintenance programs.

## BACKGROUND

Prior to the consolidation of agreements in 2020, there were several Freeway Maintenance Agreements between the City and Caltrans for Interstate 680. The first agreement was created in March of 1964. This agreement included the Happy Valley Road undercrossing and the Sunol Drive undercrossing and was originally between Alameda County and Caltrans. This Agreement transferred to the City in 1966 when these two roadways were incorporated into the city. Subsequent changes to this Agreement added additional undercrossings, including what is now Laguna Creek Lane, Bernal Avenue, and the overcrossing of West Las Positas Boulevard.

In 1978, the City and Caltrans entered into a separate cooperative agreement for the design, construction, and maintenance of the Stoneridge Drive overcrossing. In 1989 another separate cooperative agreement was created for the design, construction, and maintenance in relation to the conversion of the Stoneridge overcrossing to a local interchange. A separate landscaping agreement was proposed for the local interchange to be created at a later date.

In June of 2020 these agreements were consolidated into a master agreement between the City and Caltrans for all overcrossings and undercrossings along the Interstate 680 corridor.

## DISCUSSION

Caltrans is completing their final review of the Interstate 680 northbound on ramp improvement project at Stoneridge Drive. Included in the improvement is the construction of a cycle track and a small retaining wall (see attached graphic for locations). Caltrans has requested that these two new elements be called out specifically in the Freeway Maintenance Agreement.

The first amendment identifies these two elements of the project and specifies the maintenance responsibility is with the City. The City had already assumed this maintenance responsibility, and the added language more clearly assigns the responsibility to the City.

Submitted by:



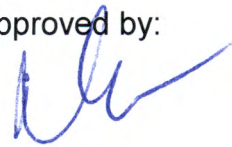
Ellen Clark  
Director of  
Community Development

Fiscal Review:



for  
Tina Olson  
Director of Finance

Approved by:



Nelson Fialho  
City Manager

Attachment:

1. First Amendment to the Freeway Maintenance Agreement for I-680

**AMENDMENT NO. 1  
TO  
FREEWAY MAINTENANCE AGREEMENT  
IN THE CITY OF PLEASANTON**

This Amendment No. 1 to the Freeway Maintenance Agreement in the City of PLEASANTON is made and entered into by and between STATE of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", and City of PLEASANTON, hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, a Freeway Maintenance Agreement in the City of PLEASANTON", hereinafter referred to as "AGREEMENT", was executed by CITY and by STATE on September 14, 2020, and

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

WHEREAS, CITY desires to maintain improvements to be constructed under a STATE issued Encroachment Permit No. \_\_\_\_\_ on Route 680 at Stoneridge Drive overcrossing in the City of PLEASANTON; consist of widening the on-ramp, widening Alamo canal bridge, lowering alamo canal bike trail, constructing retaining wall ,V ditch, sidewalk, modifying signals and striping bike lanes, etc); and

WHEREAS, PARTIES hereto now desire that AGREEMENT be amended.

NOW, THEREFORE, PARTIES agree to add "BICYLCLE PATHS, LANES, AND CYCLE TRACKS "article below to AGREEMENT and shall become a part of AGREEMENT for all purposes.

1. BICYCLE PATHS, LANES, AND CYCLE TRACKS constructed as permitted encroachments within STATE's right of way, CITY is solely responsible for all permitted improvements, including but not limited to the delineation, fencing, guard railing, drainage facilities, slope and structural adequacy. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path/lane/cycle track by providing sweeping and debris removal when necessary; and all signing and striping, and pavement markings required for the direction and operation of that non-motorized facility.

- 2. AGREEMENT shall be amended in accordance with the attached sheet number 7 of 7 of Exhibit A. This sheet shall be substituted for like numbered sheet in said AGREEMENT, and shall cancel and supersede previously like numbered sheet, becoming a part of said AGREEMENT for all purposes.

TERM OF AGREEMENT AMENDMENT - This Amendment shall become effective on the date as shown below and shall remain in full force and effect until amended or terminated at any time upon mutual consent of PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code section 114 and 130 to enter into this Amendment and have delegated to the undersigned the authority to execute this Amendment on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Amendment.

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

CITY OF PLEASANTON

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
By: City Manager

TOKS OMISHAKIN  
Director of Transportation

ATTEST;

By

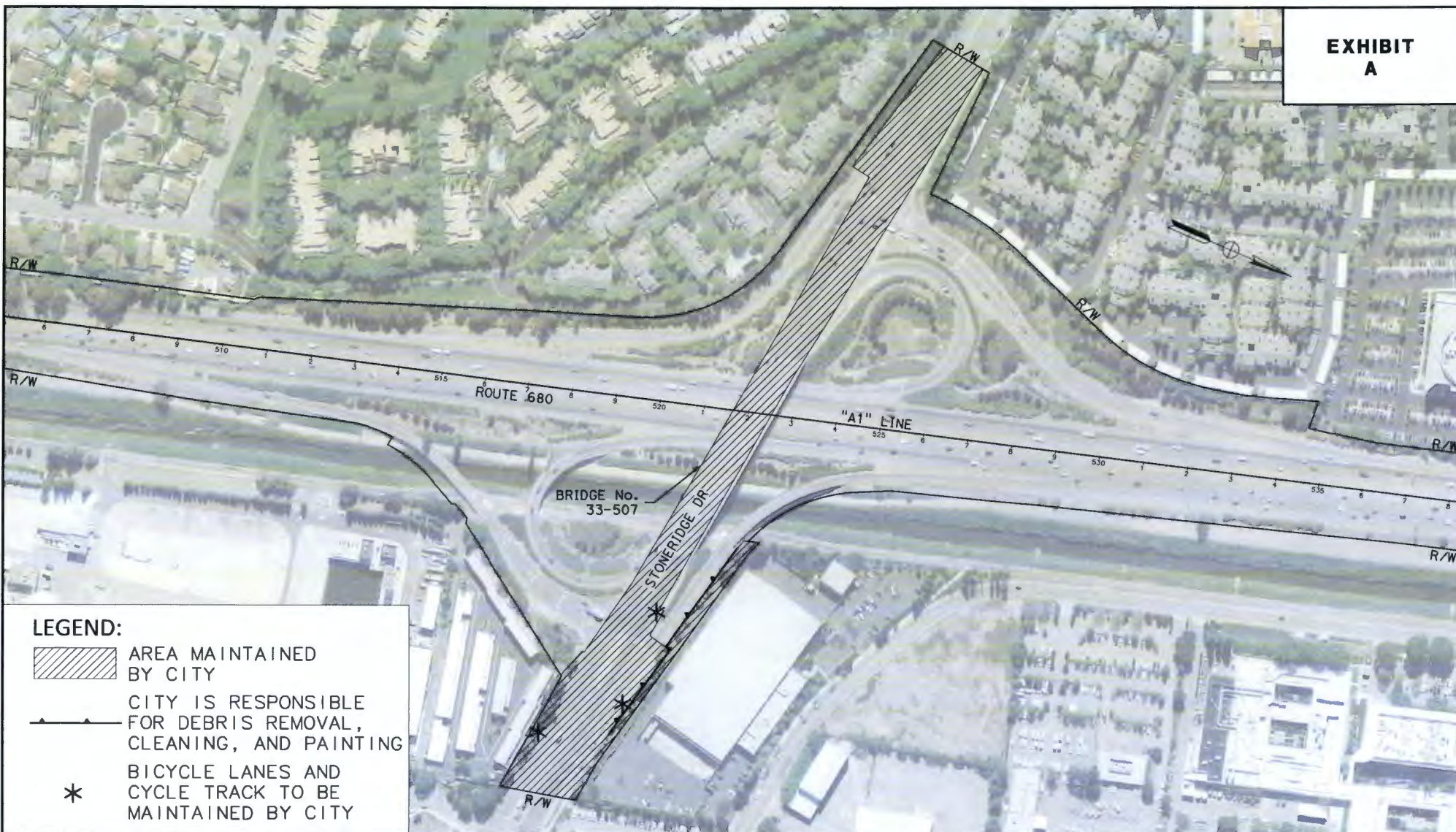
\_\_\_\_\_  
CITY Clerk

\_\_\_\_\_  
PARVIZ LASHAI                      Date  
Acting Deputy District Director  
Maintenance

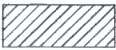


\_\_\_\_\_  
CITY Attorney



**EXHIBIT  
A**



**LEGEND:**

-  AREA MAINTAINED BY CITY
-  CITY IS RESPONSIBLE FOR DEBRIS REMOVAL, CLEANING, AND PAINTING
-  BICYCLE LANES AND CYCLE TRACK TO BE MAINTAINED BY CITY

**FREEWAY MAINTENANCE AGREEMENT WITH  
CITY OF PLEASANTON  
POSTMILES R15.3/R20.1  
ROUTE 680**

**LOCATION NO. 6  
STONERIDGE DR OC  
PM R19.30**

**SHEET  
7 OF 7**

February 18, 2020