File No. 120070 Committee Item No. 1
Board Item No. _____

# COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

**Committee:** Land Use and Economic Development **Date** June 11, 2012

**Board of Supervisors Meeting** **Date** _____

| Cmte | Board | |
|---|---|---|
| ☐ | ☐ | **Motion** |
| ☒ | ☐ | **Resolution** |
| ☐ | ☐ | **Ordinance** |
| ☐ | ☐ | **Legislative Digest** |
| ☐ | ☐ | **Budget and Legislative Analyst Report** |
| ☐ | ☐ | **Legislative Analyst Report** |
| ☐ | ☐ | **Youth Commission Report** |
| ☐ | ☐ | **Introduction Form (for hearings)** |
| ☐ | ☐ | **Department/Agency Cover Letter and/or Report** |
| ☐ | ☐ | **MOU** |
| ☐ | ☐ | **Grant Information Form** |
| ☐ | ☐ | **Grant Budget** |
| ☐ | ☐ | **Subcontract Budget** |
| ☐ | ☐ | **Contract/Agreement** |
| ☐ | ☐ | **Form 126 – Ethics Commission** |
| ☐ | ☐ | **Award Letter** |
| ☐ | ☐ | **Application** |
| ☐ | ☐ | **Public Correspondence** |

**OTHER** **(Use back side if additional space is needed)**

| | | |
|---|---|---|
| ☒ | ☐ | DPW Order No. 180,020 |
| ☒ | ☐ | Richardson Ave @ Lyon St, Freeway Maintenance Agreement |
| ☒ | ☐ | SF-38-015936, Freeway Maintenance Agreement, dtd 3/25/04 |
| ☐ | ☐ | |
| ☐ | ☐ | |
| ☐ | ☐ | |
| ☐ | ☐ | |
| ☐ | ☐ | |
| ☐ | ☐ | |

**Completed by:** Derek Evans **Date** June 8, 2012
**Completed by:** _____ **Date** _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

[Freeway Maintenance Agreement - Interchange at Highway 101/ Richardson Avenue - Lyon Street]

**Resolution: 1) approving a Freeway Maintenance Agreement with the State of California apportioning maintenance responsibilities for Highway 101/Richardson Avenue at Lyon Street; and 2) authorizing the Director of Public Works to execute said Agreement on behalf of the City.**

WHEREAS, State Cooperative Agreement No. 04-1916-C was executed between the State of California, acting by and through the Department of Transportation("State"), and the Presidio Trust, not a party to the Freeway Maintenance Agreement, to construct improvements to that portion of State Highway Route 101 from Francisco Street to the Marina Viaduct ("Presidio Trust Improvements"); and

WHEREAS, The State and Presidio Trust have executed a Freeway Maintenance Agreement Document File No. SF-38-015936 to clarify the division of maintenance responsibility for such improvements constructed pursuant to said Cooperative Agreement. A copy of said Agreement is on file with the Clerk of the Board of Supervisors in File No. 120070 and is incorporated herein by reference; and

WHEREAS, The State and the Department of Public Works, acting on behalf of the City and County of San Francisco, mutually desire to clarify the division of maintenance responsibility for such improvements constructed pursuant to said Cooperative Agreement as to City streets or portions thereof and improvements and landscaped areas within or outside the freeway limits; and

WHEREAS, The State and City staff have negotiated a Freeway Maintenance Agreement, a copy of which is on file with the Clerk of the Board of Supervisors in File No.

120070 and is incorporated herein by reference. Said Agreement establishes maintenance responsibility for the above-mentioned Presidio Trust Improvements; and

WHEREAS, The Department of Public Works and other affected City departments will be entering into an interdepartmental Memorandum of Understanding that delineates the responsibilities of each department in regard to the City maintained improvements; and

WHEREAS, The City has resumed or will resume control and maintenance over each of the relocated or reconstructed City streets except on those portions thereof identified in the Agreement; and

WHEREAS, The Agreement, except as specifically provided for herein, does not effect the terms of prior written agreements, which include, but are not limited to, various agreements for maintenance of State Highways in the City and County of San Francisco; and

WHEREAS, The Board accepts the recommendations set forth in DPW Order No. 180,020 concerning said Agreement. A copy of the DPW Order is on file with the Clerk of the Board of Supervisors in File No. 120070 and is incorporated herein by reference; now, therefore, be it

RESOLVED, That the Board of Supervisors approves the Freeway Maintenance Agreement for Highway 101/Richardson Avenue at Lyon Street and authorizes the Director of Public Works to execute the Agreement with the State; and, be it

FURTHER RESOLVED, That the Board of Supervisors authorizes the City to assume the maintenance responsibilities over the particular Presidio Trust Improvements that are mentioned in the Freeway Maintenance Agreement (under section 2(B)); and, be it

FURTHER RESOLVED, That the Board of Supervisors delegates to the DPW Director the authority to administratively approve minor amendments to the Freeway Maintenance Agreement (as contemplated under Section 2(E)); and, be it

FURTHER RESOLVED, That the Board of Supervisors delegates to the DPW Director, with the consent of the General Manager of the San Francisco Municipal Transportation Agency, that authority to assume maintenance of the traffic devices if State delegates this responsibility to the City (under Section 3(B)); and, be it

FURTHER RESOLVED, That the Board hereby directs the Clerk to send four (4) certified copies of this Resolution to the State at an address to be provided by the Director of the Department of Public Works.

City and County of San Francisco

San Francisco Department of Public Works
Office of the Director
1 Dr. Carlton B. Goodlett Place, City Hall, Room 348
San Francisco, CA 94102
(415) 554-6920 ■ www.sfdpw.org

Edwin M. Lee, Mayor
Mohammed Nuru, Interim Director

# ORDER NO. 180,020

TRANSMITTING TO THE BOARD OF SUPERVISORS LEGISLATION TO AUTHORIZE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA TRANSPORTATION DEPARTMENT (CALTRANS) FOR PERFORMANCE OF MAINTENANCE WORK IN THE STATE RIGHT-OF-WAY IN THE VICINITY OF HIGHWAY 101 ON RICHARDSON AVENUE AT LYON STREET AND APPROVING SAID AGREEMENT.

This Order contains a Freeway Maintenance Agreement in the vicinity of Highway 101 on Richardson Avenue at Lyon Street:

Highway 101 Richardson Avenue at Lyon Street Freeway Maintenance Agreement:
The State and the Presidio Trust have constructed improvements to that portion of State Highway Route 101 from Francisco Street to the Marina Viaduct under State Cooperative Agreement No. 04-1916-C ("Presidio Trust Improvements"). This project has now been completed, and the parties hereto mutually desire to clarify the division of maintenance responsibility for such improvements constructed pursuant to said Cooperative Agreement as to City streets or portions thereof and improvements and landscaped areas within or outside the freeway limits on Richardson Avenue at Lyon Street. The Freeway Maintenance Agreement identifies the following improvements to be maintained by the City at the City's expense or through City's agents under an encroachment permit to be issued the by the State: bus shelter, bus shelter lighting, bus shelter signage, pavement marking at the bus stop (bus zone and curb painting only at bus stop), City street lighting along Lyon Street, landscape, fencing, sidewalks, curb ramps, pavement and drainage as delineated on Exhibit A.

The following is hereby transmitted to the Board of Supervisors for your approval.

1. Board Resolution on the Freeway Maintenance Agreement
2. Richardson Avenue at Lyon Street Freeway Maintenance Agreement and Exhibit A showing the improvements
3. The State/Presidio Trust Agreement No. SF-38-015936

It is recommended that the Board of Supervisors adopt this legislation and authorize the Director of Public Works to sign the Agreement on behalf of the City.

Recommended:

2/29/2012

X

Fuad S. Sweiss
City Engineer and Deputy Director for Enginee...

**APPROVED _____, 2012**

2/29/2012

X Mohammed Nuru

Mohammed Nuru
Director

cc: Board of Supervisors

04-SF-101-PM 8.0/8.1
In the City and County of San Francisco
Richardson Avenue at Lyon Street

# FREEWAY MAINTENANCE AGREEMENT WITH CITY AND COUNTY OF SAN FRANCISCO

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2012 by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE," and the City and County of San Francisco, hereafter referred to as "CITY."

## RECITALS

WHEREAS, STATE Cooperative Agreement No. 04-1916-C was executed between the STATE and the PRESIDIO TRUST, not a party to this Freeway Maintenance Agreement, to construct improvements to that portion of State Highway Route 101 from Francisco Street to the Marina Viaduct in the City and County of San Francisco ("Presidio Trust Improvements"); and

WHEREAS, The STATE and PRESIDIO TRUST have executed a Freeway Maintenance Agreement Document File No. SF-38-015936 to clarify the division of maintenance responsibility for such improvements constructed pursuant to said Cooperative Agreement; and,

WHEREAS, The parties hereto mutually desire to clarify the division of maintenance responsibility for such improvements constructed pursuant to said Cooperative Agreement as to CITY streets or portions thereof and improvements and landscaped areas within or outside the freeway limits.

## AGREEMENT

1. MAINTENANCE

Maintenance is defined, in part, in section 27 of the Streets and Highways Code.

2. IMPROVEMENTS WITHIN RIGHT-OF-WAY

A. Exhibit "A", attached hereto and incorporated by reference, consists of plan drawings that delineate the Presidio Trust Improvements (PTI's) constructed within the STATE right of way, which are the responsibility of the CITY to maintain.

B. CITY shall maintain, at CITY expense or through CITY's agents under an encroachment permit to be issued by STATE, the following PTIs: bus shelter, bus shelter lighting, bus shelter signage, pavement marking at the bus stop (bus zone and curb painting only at bus stop), CITY street lighting along Lyon Street, landscaping, fencing, sidewalks, curb ramps, pavement and drainage shown on Exhibit "A".

C. If CITY installs CITY-designed street lighting adjacent to that bus shelter, then CITY shall maintain such lighting at CITY's expense.

D. The remaining improvements located within the STATE's right of way shall be STATE responsibility and STATE accepts control of and will maintain these improvements.

E. When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described, which change will affect the division of maintenance responsibility of the Parties as herein described, STATE will provide a newly dated and revised Exhibit "A", which, when executed by both parties as an amendment to this Agreement, shall be made a part hereof by this reference to supersede the original Exhibit "A".

3. INTERCHANGE AND INTERSECTION OPERATION

A. It is STATE's responsibility to provide for the efficient operation of the freeway interchanges, including those ramp connections to local streets and roads.

B. The maintenance and energy costs of safety lighting, traffic signals and other necessary electrically operated traffic control devices (Traffic Devices or TDs) at ramp connections to CITY streets at the intersection of Richardson Avenue/Lyon Street shall be shared between STATE and CITY while the timing of traffic signals shall be the responsibility of STATE. If STATE delegates maintenance of these TDs to CITY, CITY must still obtain STATE approval of traffic signal timing.

C. The cost of maintaining TDs shall be shared between STATE and 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.

4. LEGAL RELATIONS AND RESPONSIBILITIES

A. Nothing in 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 either Party to the Agreement by imposing any standard of care with respect to the maintenance of STATE highways and CITY streets different from the standard of care imposed by law.

B. It is understood and agreed that 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 expressly conferred upon CITY and arising underby this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work expressly conferred upon CITY by this Agreement.

C. It is understood and agreed that 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 STATE under or in connection with any work, authority or jurisdiction expressly conferred upon STATE and arising underby this Agreement. It

is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work expressly conferred upon STATE by this Agreement.

5. EFFECTIVE DATE

This Agreement shall become effective once fully executed by both Parties. It being understood and agreed, however, that except as expressly provided for in this Agreement, execution of this Freeway Maintenance Agreement shall not effect any pre-existing obligations of CITY to maintain other designated freeway, highway, or road areas pursuant to prior written agreements with STATE.

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

CITY AND COUNTY OF
SAN FRANCISCO

_____
MOHAMMED NURU
Director, Department of Public Works

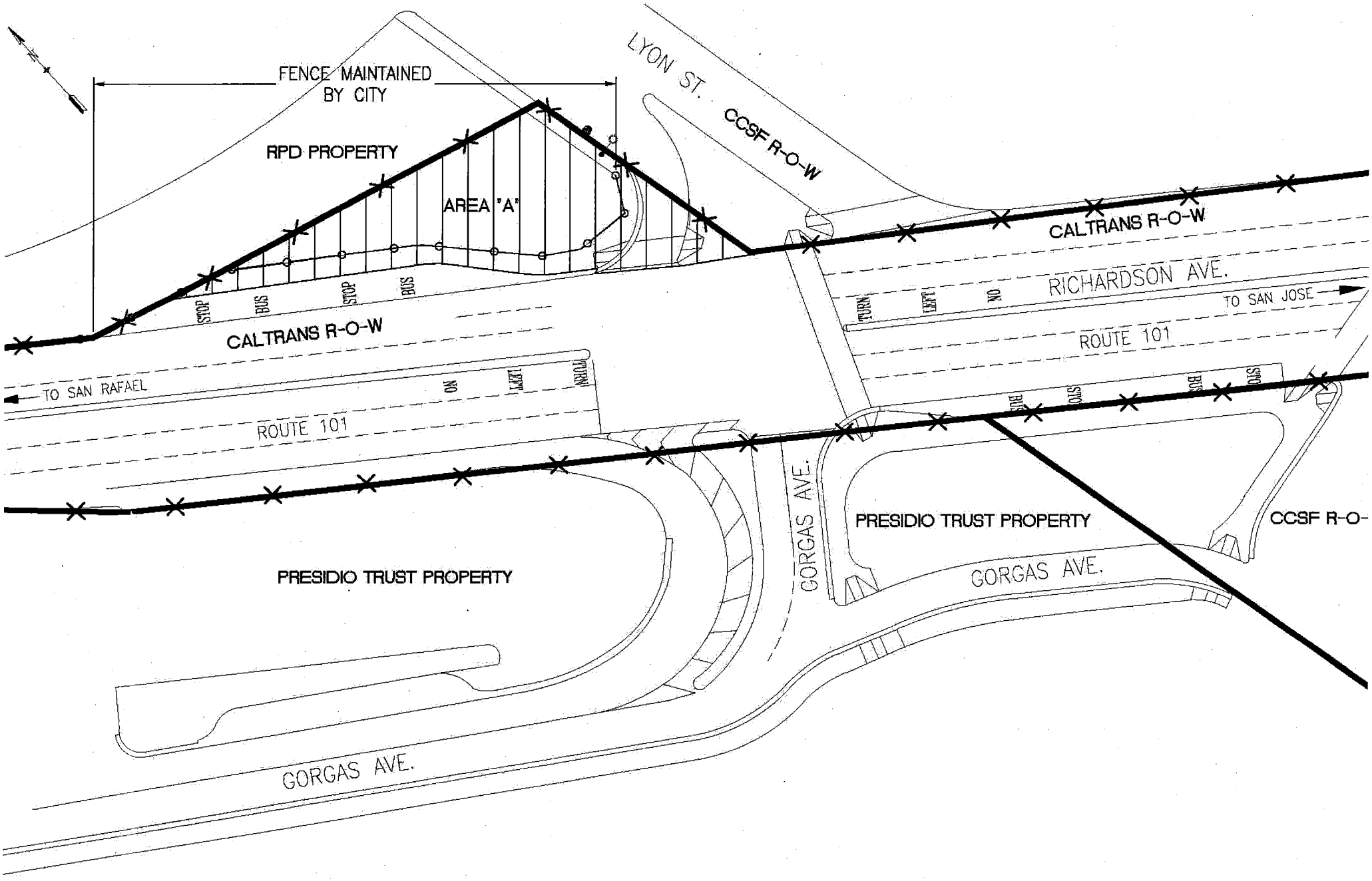
APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
John D. Malamut
Deputy City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MALCOM DOUGHERTY
Acting Director of Transportation

By _____
NADER ESHGHIPOUR Date
Deputy District Director
Maintenance




LEGEND:

CCSF SHALL MAINTAIN THE BUS SHELTER, BUS STOP SIGN, PAVEMENT MARKING (BUS ZONE & CURB PAINTING ONLY) AT BUS STOP, TRAFFIC SIGNALS, CITY STREET LIGHTING ALONG LYON STREET (AND FUTURE LIGHTING AT BUS STOP), LANDSCAPING, FENCING, SIDEWALKS, CURB RAMPS, PAVEMENT AND DRAINAGE IN AREA "A"

CALTRAN'S R-O-W BOUNDARY

**EXHIBIT A (PAGE 1 OF 1)**
**RICHARDSON AVENUE / LYON STREET**

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

**MASTER AGREEMENTS COVER SHEET**

ADM-0133 (NEW 1/96)

Document File No. SF-38- 015936 | 05/27/04

DIVISION/DISTRICT NAME

56 - MAINTENANCE

| CONTACT PERSON (Name) | BUSINESS PHONE | MAIL STATION NO. |
|---|---|---|
| CAROL LEWEN | 654-5550 | 31 |

DOCUMENT FILE NUMBER (Records Management will assign)

SF-38- 015936

NOTE: Add the above Document file number to ALL Supplement and Amendments BEFORE forwarding to Records MGMT.

TYPE OF AGREEMENT (Check one)

☐ Cooperative ☐ Delegated Maintenance ☑ **Freeway Maintenance** ☐ Electrical ☐ Construction/ Maintenance ☐ Other ___

NAME OF PROJECT

DIVISION/ DISTRICT

MTCE D-04

| COUNTY | ROUTE(S) | POST MILE(S) |
|---|---|---|
| SAN FRANCISCO | 101 | 8.32 |

THIS AGREEMENT IS MADE BETWEEN THE STATE OF CALIFORNIA AND

☐ **CITY** ☐ COUNTY ☑ OTHER **PRESIDIO TRUST FOR LETTERMAN REDEV.**

EXECUTION DATE(S) OF MASTER AGREEMENT (Must have Month and Year)

March 25, 2004

EXPENDITURE AUTHORIZATION NUMBER(S)

DESCRIPTION

See Attached

**NEW--AGMT WITH PRESIDIO TRUST FOR RICHARDSON AVE. ACCESS.**

FM 2212 M 94

D4 B22 PRESIDIO SF-38-015936
FMA SF101 PM 8.01/8.32

04-SF-101-KP 13.4
In the City of San Francisco
From Francisco Street to Marina Viaduct

# FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into effective this 25th day of MARCH, 2004, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as the "STATE," and the Presidio Trust, a wholly owned United States government corporation, hereinafter referred to as "TRUST"

WITNESSETH:

WHEREAS, STATE Cooperative Agreement No. 4-1916-C was executed between STATE and TRUST to construct improvements to that portion of State Highway Route 101 from Francisco Street to the Marina Viaduct in the City of San Francisco, and

WHEREAS, the parties hereto mutually desire to clarify the division of maintenance responsibility upon completion of improvements under said Cooperative Agreement as to certain areas and improvements as shown on Exhibit A.

MAINTENANCE DEFINED:

Maintenance is defined in Section 27 of the Streets and Highways Code, in part, 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.*

NOW THEREFORE, IT IS AGREED:

1. Exhibit "A" consists of plan drawings that delineate the areas within the STATE right of way, which are the responsibility of the TRUST to maintain and areas within the TRUST right of way which are the responsibility of the STATE to maintain in accordance with this Agreement. TRUST will accept control and maintain, at TRUST expense, all other improvements lying within TRUST right of way. When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described, which affects the division of maintenance, the STATE will provide a newly dated and revised Exhibit "A", which, when executed by both parties, shall be made a part hereof by this reference to supersede the original exhibit as part of this agreement.

2. LANDSCAPING AND ROADSIDE DEVELOPMENT

   TRUST shall maintain, at TRUST expense, the roadsides, including any curb and sidewalk, landscaping and traffic island as shown on Exhibit "A".

3. CONCRETE BARRIER

   STATE shall maintain, at STATE expense, the structural integrity of the concrete barrier and the chain link fence on top of the barrier. TRUST, at TRUST expense, shall provide for cleaning or painting to keep the TRUST side of the concrete barrier face free of debris and graffiti.

4 INTERCHANGE OPERATION

   It is the responsibility of the STATE to provide efficient operation of freeway interchanges including ramp connections to local streets and roads. The maintenance and energy costs of intersection safety lighting, traffic signals (in the event that a traffic signal is installed at the ramp connection to Gorgas Avenue per the provisions of said Cooperative Agreement), or other necessary electrically operated traffic control devices at ramp connections to Gorgas Avenue/Marshall Street intersection shall be shared, between the STATE and the TRUST. Timing of traffic signals shall be the responsibility of the STATE.

   The cost of maintaining traffic signals, safety lighting, or other electrically operated traffic control devices shall be shared between STATE and TRUST 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.

5. 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 Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to 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 TRUST under or in connection with any work authority or jurisdiction delegated to the TRUST under this agreement. It is understood and agreed that, pursuant to Government Code section 895.4 TRUST, shall defend, indemnify and save harmless the STATE, 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 TRUST under or in connection with any work, authority or jurisdiction delegated to the TRUST under this agreement.

It is understood and agreed that neither the TRUST 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 United States, TRUST, 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.

All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.

All obligations of the TRUST under the terms of this Agreement are subject to appropriation by the Congress of the United States and the allocation of resources by the Presidio Trust Board of Directors.

6. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the STATE. It being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing

obligations of the TRUST to maintain designated areas pursuant to prior written notice from the STATE that work in such areas, which the TRUST has agreed to maintain, has been completed.

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

PRESIDIO TRUST

Director

22 March 04

TRUST Attorney

STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

TONY V. HARRIS
Department Director (Acting)

By

BART DESAI Date
Deputy District Director
Maintenance

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

# FREEWAY MAINTENANCE AGREEMENT

with the

## PRESIDIO TRUST

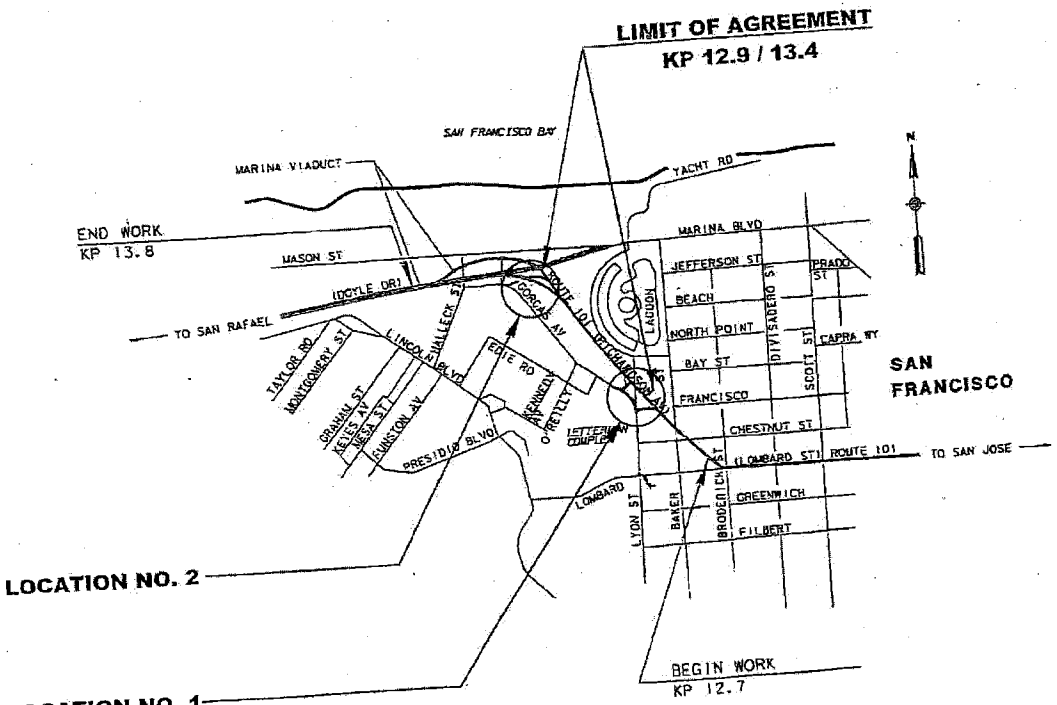
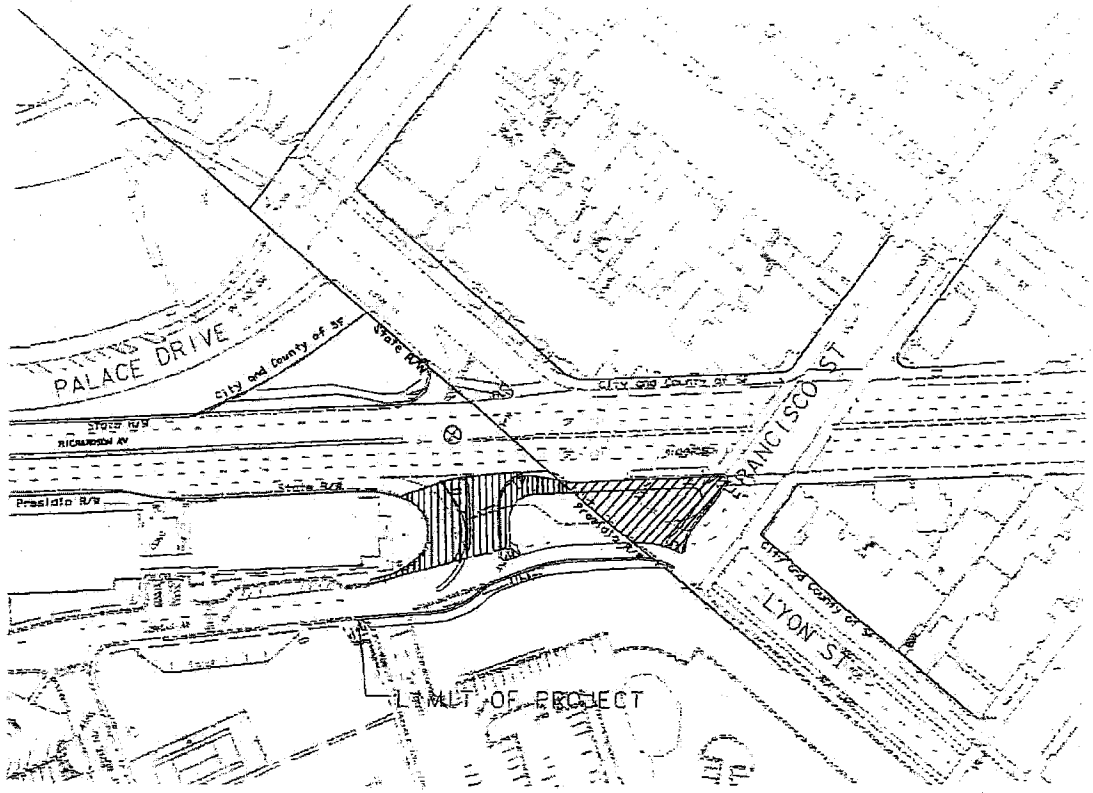



EXHIBIT A (PAGE 1 OF 3)
LOCATION MAP

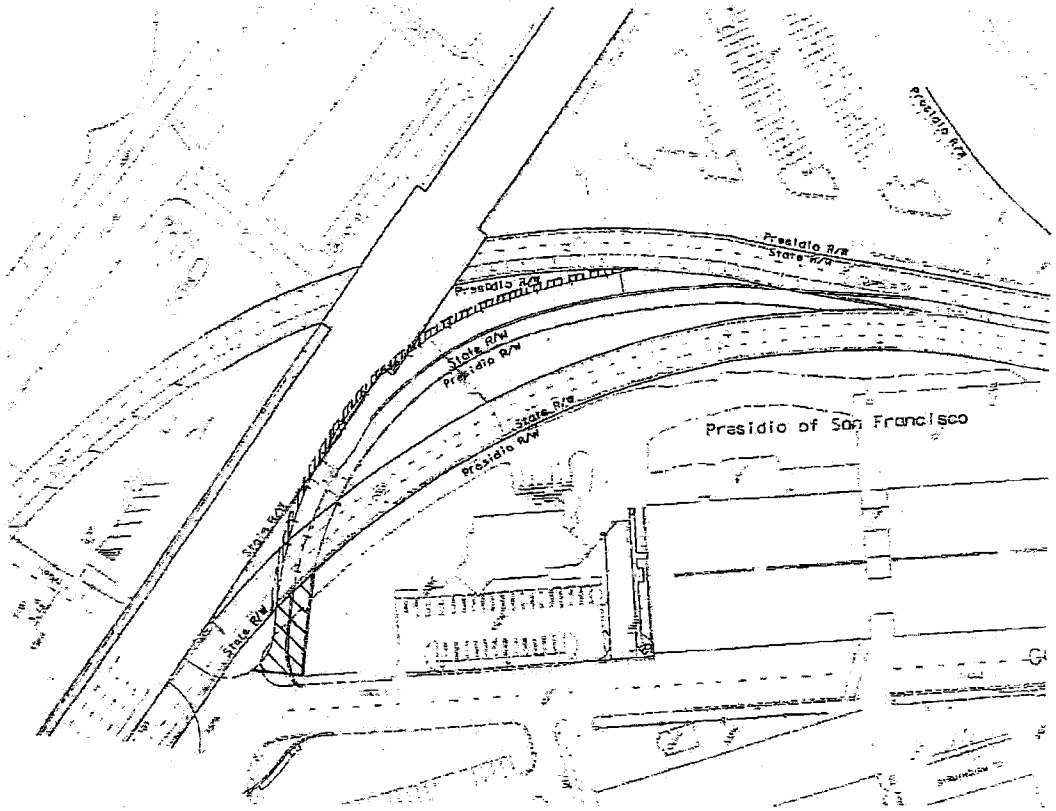



**AREAS WITHIN PRESIDIO TRUST RIGHT OF WAY TO BE MAINTAINED BY STATE**

**AREAS WITHIN STATE RIGHT OF WAY TO BE MAINTAINED BY PRESIDIO TRUST**

**AREAS WITHIN CITY RIGHT OF WAY TO BE MAINTAINED BY PRESIDIO TRUST WHO WILL BE RESPONSIBLE FOR OBTAINING AUTHORIZATION TO WORK IN CITY RIGHT OF WAY**

**EXHIBIT A (PAGE 2 OF 3)**
**LOCATION NO. 1**
**RICHARDSON AVENUE/LYON STREET**




**AREAS WITHIN PRESIDIO TRUST RIGHT OF WAY TO BE MAINTAINED BY STATE**

**STATE SHALL MAINTAIN, AT STATE EXPENSE, THE STRUCTURAL INTEGRITY OF THE CONCRETE BARRIER, AND THE CHAIN LINK FENCE ON TOP OF THE BARRIER. TRUST, AT TRUST EXPENSE, SHALL PROVIDE FOR CLEANING AND PAINTING TO KEEP THE TRUST SIDE OF THE CONCRETE BARRIER FACE FREE OF DEBRIS AND GRAFFITI**

**AREAS WITHIN CITY RIGHT OF WAY TO BE MAINTAINED BY PRESIDIO TRUST WHO WILL BE RESPONSIBLE FOR OBTAINING AUTHORIZATION TO WORK IN CITY RIGHT OF WAY**

**EXHIBIT A (PAGE 3 OF 3)**
**LOCATION NO. 2**
**RICHARDSON AVENUE SLIP RAMP/GORGAS AVENUE**