

File No. 100299

Committee Item No. 4

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date May 24, 2010

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget Analyst Report                        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Analyst Report                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form (for hearings)             |
| <input type="checkbox"/>            | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

#### OTHER

(Use back side if additional space is needed)

- |                                     |                          |                                |
|-------------------------------------|--------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Public Works Order No. 178,563 |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                          |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                          |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                          |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                          |

Completed by: Alisa Somera Date May 21, 2010

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.

1 [Freeway Maintenance Agreement for the Interchange at Highways 101 and 280]

2  
3 **Resolution approving a Freeway Maintenance Agreement with the State of California**  
4 **apportioning maintenance responsibilities for the interchange at Highways 101 and**  
5 **280 and authorizing the Director of Public Works to execute said Agreement on behalf**  
6 **of the City.**

7  
8 WHEREAS, In 1994-1998, the State of California, acting by and through its Department  
9 of Transportation ("State"), undertook a seismic retrofit project that included reconstruction  
10 and modification of the interchange at Highways 101 and 280, freeways within the limits of  
11 the City and County of San Francisco (the "City"), and relocation or reconstruction of City  
12 streets (the "Project"); and,

13 WHEREAS, The Project has been completed, and the State and the Department of  
14 Public Works, acting on behalf of the City and County of San Francisco, mutually desire to  
15 clarify the division of maintenance responsibility for the Project within and outside of the  
16 freeway limits; and,

17 WHEREAS, The State and City staff have negotiated a Freeway Maintenance  
18 Agreement, a copy of which is on file with the Clerk of the Board of Supervisors in File No.  
19 100298 and is incorporated herein by reference. Said Agreement establishes maintenance  
20 responsibility for the above-mentioned Project; and,

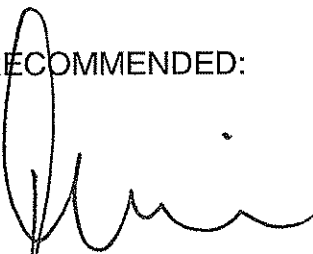
21 WHEREAS, The City has resumed or will resume control and maintenance over each  
22 of the relocated or reconstructed City streets except on those portions thereof identified in  
23 the Agreement; and,

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

4 WHEREAS, The Board accepts the recommendations set forth in DPW Order No.  
5 178,563 concerning said Agreement. A copy of the DPW Order is on file with the Clerk  
6 of the Board of Supervisors in File No. 100298 and is incorporated herein by  
7 reference; now, therefore, be it

8 RESOLVED, That the Board of Supervisors approves the Freeway Maintenance  
9 Agreement for the interchange at Highways 101 and 280 and authorizes the Director of Public  
10 Works to execute the Agreement with the State.

11  
12 RECOMMENDED:



13  
14  
15  
16 Fuad S. Sweiss

17 City Engineer and Deputy Director for  
18 Engineering

19 APPROVED:



20 Edward D. Reiskin

21 Director, Department of Public Works



Gavin Newsom, Mayor  
Edward D. Reiskin, Director



Phone: (415) 554-6920  
Fax: (415) 554-6944  
TDD: (415) 554-6900  
http://www.sfdpw.com

Department of Public Works  
Office of the Director  
City Hall, Room 348  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4645

**ORDER NO. 178,563**

TRANSMITTING TO THE BOARD OF SUPERVISORS LEGISLATION TO AUTHORIZE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO TWO AGREEMENTS WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION(CALTRANS) FOR PERFORMANCE OF MAINTENANCE WORK IN THE STATE RIGHT-OF-WAY IN THE VICINITY OF THE SAN FRANCISCO-OAKLAND BAY BRIDGE ANCHORAGE ON BEALE STREET AND THE INTERCHANGE OF HIGHWAYS 101 AND 280 AND APPROVING SAID AGREEMENTS.

This Order contains two (2) Freeway Maintenance Agreements as follows:

1. Freeway Maintenance Agreement in the vicinity San Francisco-Oakland Bay Bridge anchorage on Beale Street between Harrison and Bryant Streets;
2. Freeway Maintenance Agreement in the vicinity of Highway 101/280 Interchange.

Oakland Bay Bridge Anchorage Freeway Maintenance Agreement:

After September 11, 2001, Beale Street, near the anchorage of San Francisco-Oakland Bay Bridge was closed to vehicular traffic for security purposes. To accommodate the City's desire to reopen Beale Street to vehicular traffic, Caltrans installed security measures for the Bay Bridge Anchorage consisting of barrier wall, perimeter fence, barrier posts and new sidewalk on the west side of Beale Street. The Agreement specifies which portion or portions of these improvements will be the maintenance responsibility of the State and the City.

Highway 101/280 Interchange Freeway Maintenance Agreement:

The State, in 1994-1998, performed seismic retrofit of their elevated freeway structure in the vicinity of Highway 101/280 Interchange. The seismic retrofit work included reconstruction and modification of the Interchange at Routes 101 and 280, freeways within the limits of the City and County of San Francisco, and relocation or reconstruction of City streets. This project has now been completed, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures, City streets or portions thereof and landscaped areas, within the freeway limits. The City has resumed or will resume control and maintenance over each of the relocated or reconstructed City streets except on those portions thereof adopted as a part of the freeway proper.

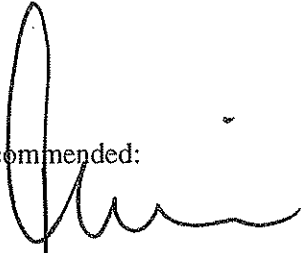
The following is hereby transmitted to the Board of Supervisors for your approval.

1. Beale Street Freeway Maintenance Agreement and Exhibit
2. Highway 101/280 Interchange Freeway Maintenance Agreement and Exhibit

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

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2010 MAR - 1 PM 4:48  
SB

Recommended:



**Fuad S. Sweiss**  
**City Engineer and Deputy Director for Engineering**

**APPROVED March 1, 2010:**



**Edward D. Reiskin**  
**Director**

cc: Dept. File (2)  
Board of Supervisors

**FREEWAY MAINTENANCE AGREEMENT WITH CITY OF SAN FRANCISCO**

THIS AGREEMENT is made and entered into effective this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as the "STATE," and the City and County of San Francisco, hereinafter referred to as the "CITY," WITNESSETH:

WHEREAS, STATE's seismic retrofit project, hereinafter "PROJECT," includes reconstruction and modification of the interchange at Routes 101 and 280, freeways within the limits of the City and County of San Francisco, and relocation or reconstruction of CITY streets, and

WHEREAS, PROJECT has now been completed, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures, CITY streets or portions thereof and landscaped areas, within the freeway limits, and

WHEREAS, CITY has resumed or will resume control and maintenance over each of the relocated or reconstructed CITY streets except on those portions thereof adopted as a part of the freeway proper.

**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. 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.

Exhibit "A" consists of plan drawings that delineate the areas within the STATE right of way which are the responsibility of the CITY to maintain in accordance with this Freeway Maintenance Agreement.

## 2. VEHICULAR OVERCROSSING

The STATE will maintain, at STATE expense, the entire structure below the top of the concrete deck surface except as hereinafter provided. The CITY will maintain, at CITY expense, above the concrete deck surface, together with any surface treatment thereon. The CITY will also maintain all portions of the structure above the concrete deck surface, as above specified, including lighting installations, as well as all traffic service facilities (signals, signs, pavement markings, rails, etc.) that may be required for the benefit or control of CITY street traffic.

At such locations, as shall be determined by the STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed (as directed by Sect. 92.6 of the Streets and Highways Code). All screens installed under this program will be maintained by the STATE (at STATE expense).

## 3. VEHICULAR UNDERCROSSINGS

The STATE will maintain the structure proper. The roadway section, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of CITY street traffic will be maintained by the CITY.

The CITY will inform the STATE District Transportation Permit Engineer and obtain the necessary Encroachment Permit for any proposed change in minimum vertical clearances between the traveled way portion of the under-roadway surface and the structure that results from modifications to the under-roadway, except when said modifications are made by the STATE. If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction will be provided to the STATE District Transportation Permit Engineer prior to starting work. Upon completion of the work, a clearance diagram will be furnished to the STATE District Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

4. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

All plantings or other types of roadside development lying outside of the area reserved for freeway use shall be maintained by the CITY at CITY expense.

5. 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 safety lighting, traffic signals or other necessary electrically operated traffic control devices at ramp connections to CITY streets shall be shared, between the STATE and the CITY. Timing of traffic signals shall be the responsibility of the STATE.

6. 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 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 expressly conferred upon CITY by 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 expressly conferred upon STATE by 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.

7. EFFECTIVE DATE

This Agreement shall be effective once fully executed by both parties. It is understood and agreed 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

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Edward D. Reiskin  
Director, Department of Public Works

RANDELL H. IWASAKI  
Director of Transportation

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

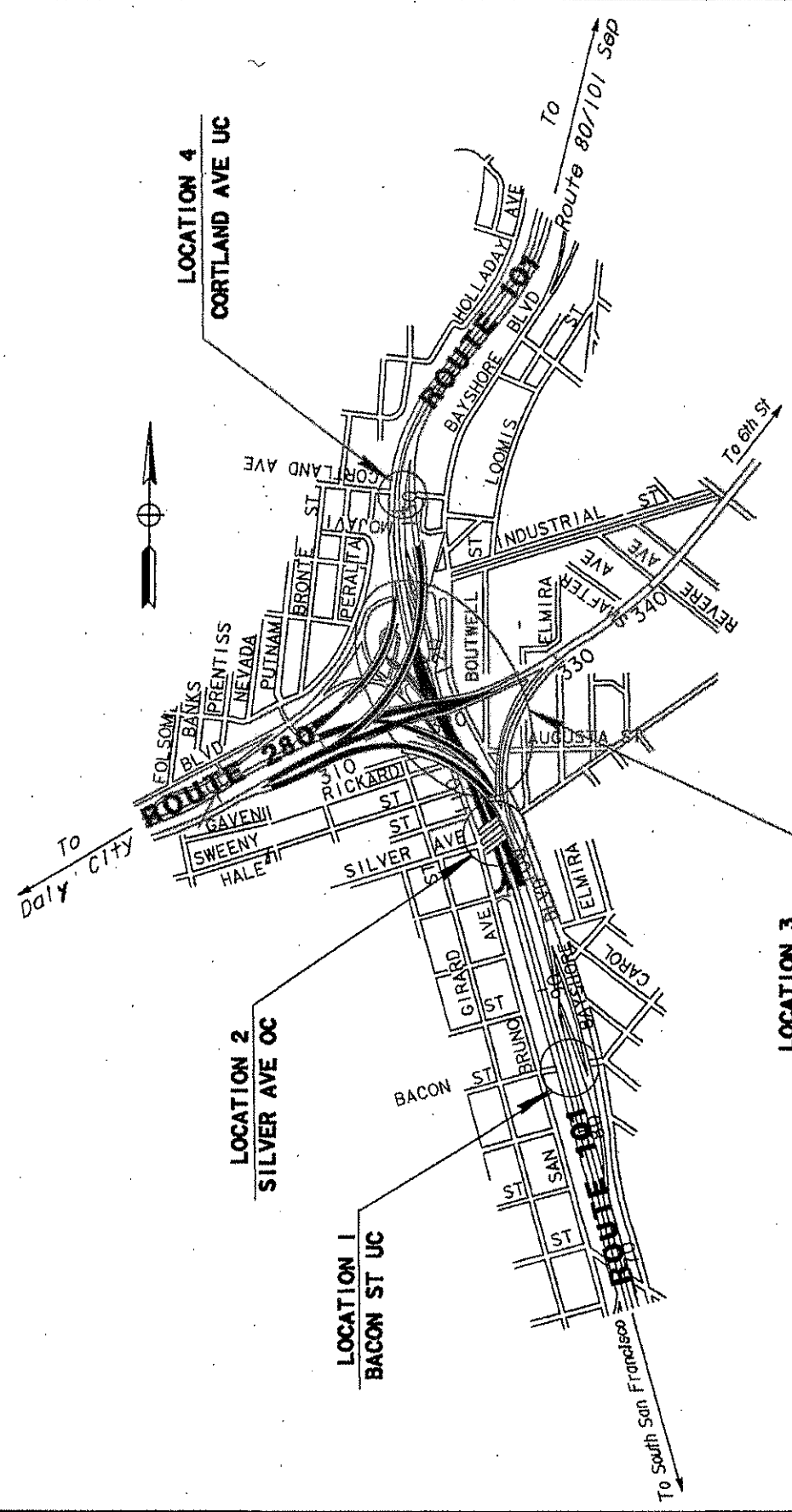
By \_\_\_\_\_  
NADER ESHGHIPOUR Date  
Deputy District Director  
Maintenance

By: \_\_\_\_\_  
John D. Malamut  
Deputy City Attorney

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	SF	101	1.072.5	1	5

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**FREWAY MAINTENANCE AGREEMENT**  
 with the  
 CITY and COUNTY of SAN FRANCISCO

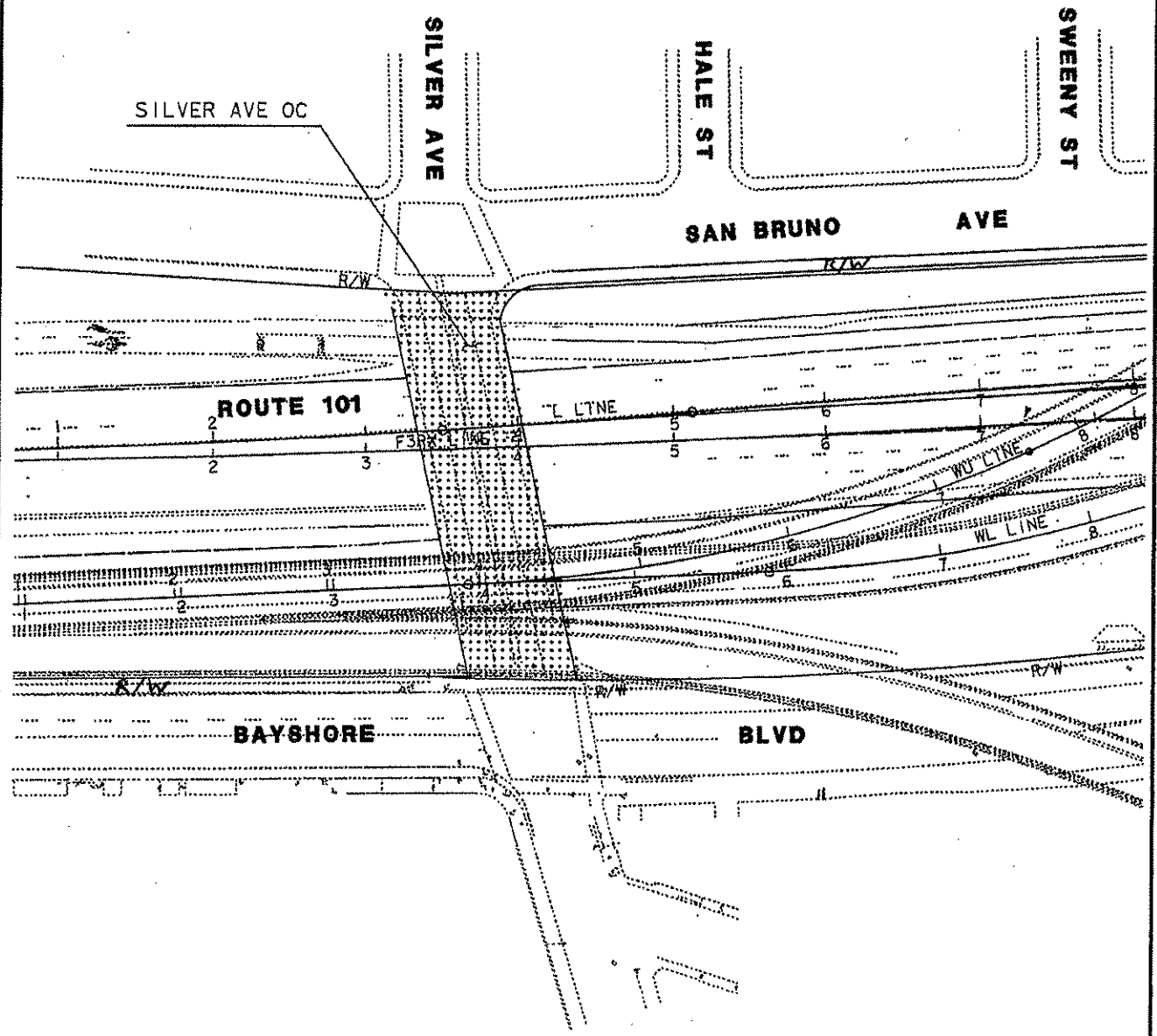
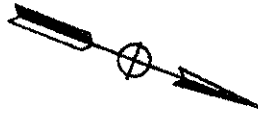
**EXHIBIT "A"**




**LOCATION MAP**  
NO SCALE



EXHIBIT "A"

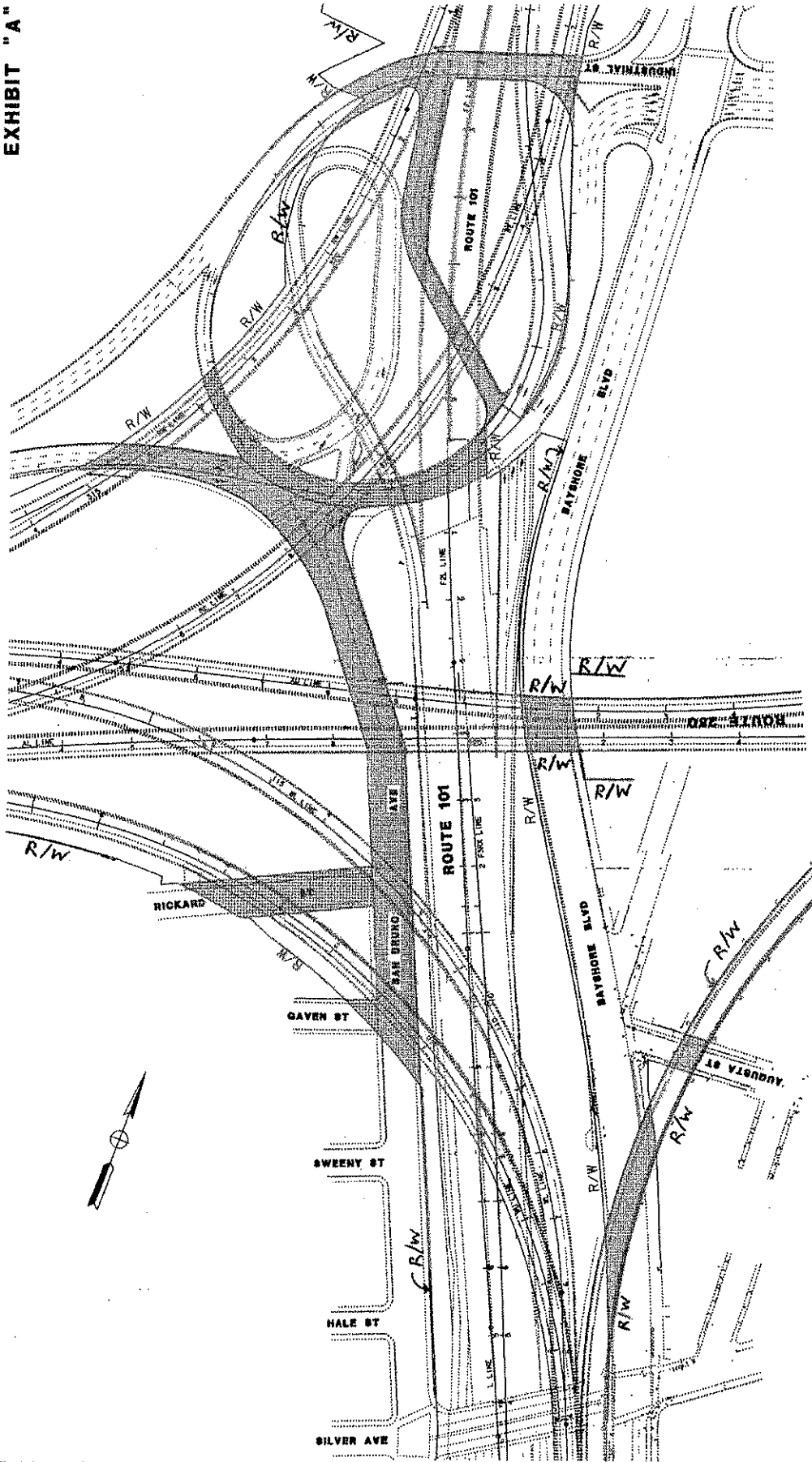


 maintained by CITY

SILVER AVENUE OC  
LOCATION No. 2  
Sheet 3 of 5

FREEWAY MAINTENANCE AGREEMENT with THE CITY and COUNTY of **SAN FRANCISCO**  
04-SF-101 Post Miles: 1.0/2.5 Date: 8/09

EXHIBIT "A"



101/280 Interchange UC  
 LOCATION No. 3  
 Sheet 4 of 5

FREeway MAINTENANCE AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO  
 Post Miles: 1.0/2.5

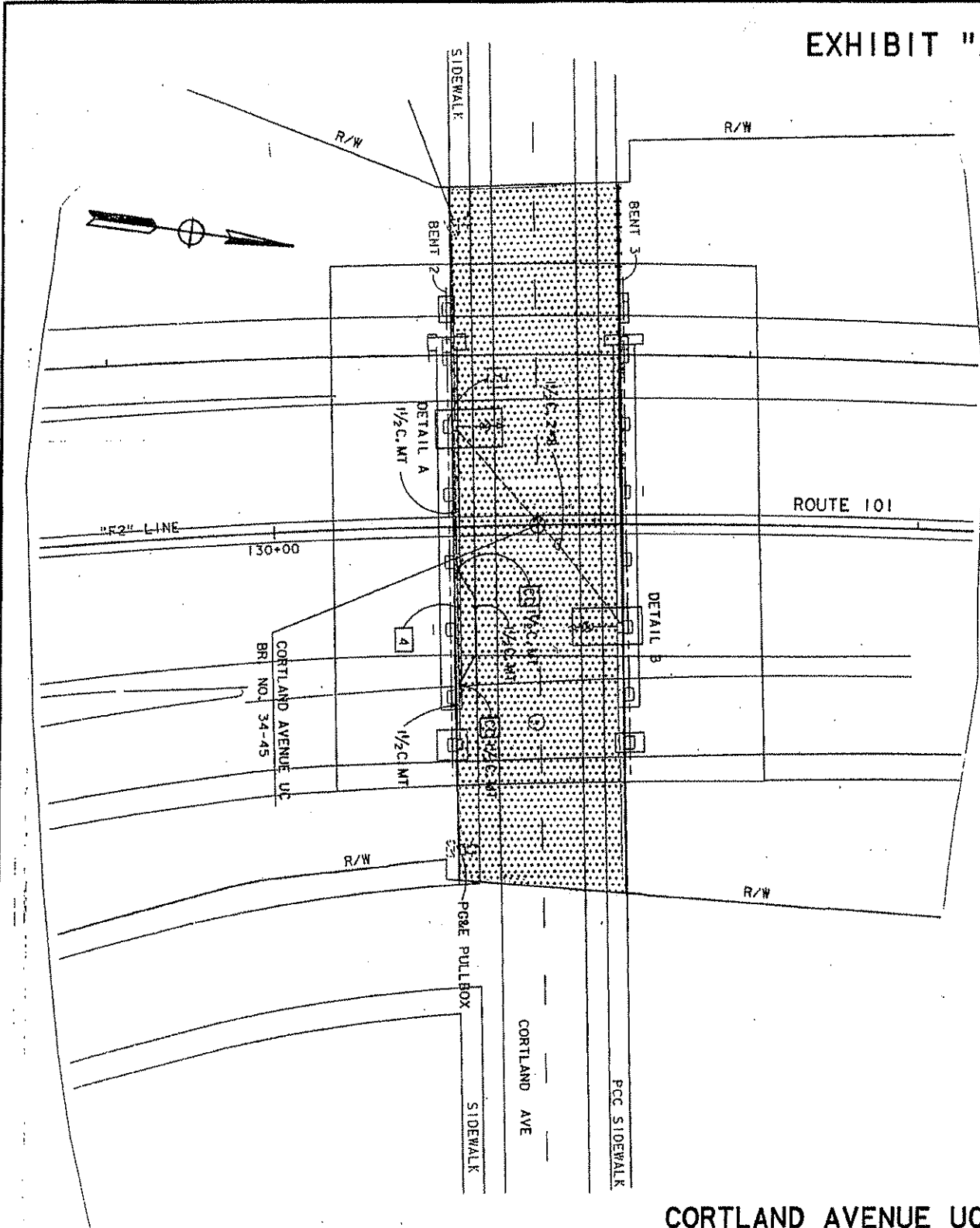
Date: 8/09

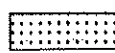
maintained by CITY



04-SF-101

EXHIBIT "A"



 maintained by CITY

**CORTLAND AVENUE UC**  
**LOCATION No. 4**  
Sheet 5 of 5