

File No. 150776

Committee Item No. 1
Board Item No. 35

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use & Transportation

Date Sept. 28, 2015

Board of Supervisors Meeting

Date 10/6/15

Cmte Board

- | | | |
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| <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 and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" 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 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)

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Completed by: Victor Young Date 9/24/2015

Completed by: _____ Date _____

1 [Freeway Operations and Maintenance Agreement - State of California - Bus Rapid Transit
2 Facilities on State Route 101/Van Ness Avenue]

3 **Resolution approving a Freeway Operations and Maintenance Agreement with the State**
4 **of California apportioning maintenance responsibilities for Highway 101/Van Ness**
5 **Avenue and authorizing the Director of Public Works to execute said Agreement on**
6 **behalf of the City.**

7
8 WHEREAS, The State of California, acting by and through the Department of
9 Transportation("Caltrans"), and the San Francisco County Transportation Authority executed
10 State Cooperative Agreement No. 04-2229 to convert existing traffic lanes on Van Ness
11 Avenue, Route 101, into dedicated bus lane; and

12 WHEREAS, A copy of said Agreement is on file with the Clerk of the Board of
13 Supervisors in File No. 150776 and is incorporated herein by reference; and

14 WHEREAS, Caltrans and Public Works, acting on behalf of the City, mutually desire to
15 clarify the division of maintenance responsibility for such improvements constructed pursuant
16 to said Cooperative Agreement as to City streets or portions thereof and improvements and
17 landscaped areas within or outside the freeway limits; and

18 WHEREAS, Caltrans and City staff have negotiated the Freeway Operations and
19 Maintenance Agreement for Bus Rapid Transit Facilities on State Route 101 (the
20 "Agreement"), a copy of which is on file with the Clerk of the Board of Supervisors in File.No.
21 150776 and is incorporated herein by reference; and

22 WHEREAS, Said Agreement establishes maintenance responsibility for the above-
23 mentioned Bus Rapid Transit Facilities; and

24 WHEREAS, The Agreement, except as specifically provided for herein, does not affect
25 the terms of prior written agreements, which include, but are not limited to, the Agreement for

1 Maintenance of State Highways in the City of San Francisco of July 2, 2009, between
2 Caltrans and the City, which the Board approved in Resolution No. 209-09; and

3 WHEREAS, A copy of said agreement is on file with the Clerk of the Board in File No.
4 090630; and

5 WHEREAS, The Board accepts the recommendations set forth in DPW Order No.
6 183762 concerning said Agreement; and

7 WHEREAS, A copy of the DPW Order is on file with the Clerk of the Board of
8 Supervisors in File No. 150776 and is incorporated herein by reference; and

9 WHEREAS, Public Works and other affected City departments will be entering into an
10 interdepartmental Memoranda of Understanding that delineate the responsibilities of each
11 department in regard to the City maintained improvements; now, therefore, be it

12 RESOLVED, That the Board of Supervisors approves the Freeway Operations and
13 Maintenance Agreement for Bus Rapid Transit Facilities on State Route 101 and authorizes
14 the Director of Public Works to execute the Agreement with Caltrans; and, be it

15 FURTHER RESOLVED, As part of this action, the Board authorizes the City to assume
16 the maintenance responsibilities over the particular Bus Rapid Transit Facilities that are
17 mentioned in the Agreement; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors delegates to the Director of
19 Public Works the authority to administratively approve minor amendments to the Agreement;
20 and, be it

21 FURTHER RESOLVED, That the Board hereby directs the Clerk to send four (4)
22 certified copies of this resolution to Caltrans care of Alireza Rezaee, Branch Chief,
23 maintenance Agreements and District Communications Center, Division of Maintenance, MS
24 4A Department of Transportation, P.O. Box 23660 Oakland, California 94623-06600.
25



Edwin M. Lee
Mayor

Mohammed Nuru
Director

San Francisco Public Works
1 Dr. Carlton B. Goodlett Pl.
Room 348
San Francisco, CA 94102
tel 415-554-6920

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

July 13, 2015

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place
City Hall, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached is one copy of a proposed resolution authorizing the Director of Public Works to enter into an agreement with the State of California Department of Transportation (CALTRANS) for Operation and Maintenance of Bus Rapid Transit Facilities on State Route 101 (Van Ness Avenue) and approving said Agreement.

The City will be constructing Bus Rapid Transit (BRT) Facilities including, but not limited to, dedicated bus lanes, passenger platforms, and landscaping on Van Ness Avenue (State Highway Route 101) within the City and County of San Francisco. The San Francisco County Transportation Authority sponsored this project and the City's work will take place pursuant to a Caltrans issued Encroachment Permit. The Freeway Operations and Maintenance Agreement for Bus Rapid Transit Facilities on State Route 101 (the "Agreement") clarifies the obligations of Caltrans and the City for operation and maintenance of BRT Facilities associated with the Van Ness Corridor Transit Improvement Project upon completion.

The following is a list of accompanying documents (1 set):

- Proposed Resolution
- DPW Order No. 183762
- Operations and Maintenance Agreement
- Exhibit A plan drawings delineating the BRT Facilities to be constructed within the State right-of-way
- State Cooperative Agreement No. 04-2229 between the San Francisco County Transportation Authority and Caltrans to convert existing traffic lanes on Van Ness Avenue, Route 101, into dedicated bus lanes.

The contact person for this proposed legislation is Ramon Kong of the Infrastructure Division, who can be reached at 415-554-8280.

Sincerely,

Mohammed Nuru
Director

Enc.



DPW Order No: 183762

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 **OPERATION AND MAINTENANCE FOR BUS RAPID TRANSIT FACILITIES ON STATE ROUTE 101 (VAN NESS AVENUE)** AND APPROVING SAID AGREEMENT.

Edwin M. Lee
Mayor

Mohammed Nuru
Director

San Francisco Public Works
1 Dr. Carlton B. Goodlett Pl.
Room 348
San Francisco, CA 94102
tel 415-554-6920

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks

This Order contains a Freeway Operations and Maintenance Agreement for Bus Rapid Transit Facilities on State Route 101/Van Ness Avenue:

Freeway Operations and Maintenance Agreement:

The City will be constructing a Bus Rapid Transit (BRT) Facilities including, but not limited to, dedicated bus lanes, passenger platforms, and landscaping on Van Ness Avenue (State Highway Route 101) within the City and County of San Francisco. The San Francisco County Transportation Authority sponsored this project and the City's work will take place pursuant to a Caltrans issued Encroachment Permit. The Freeway Operations and Maintenance Agreement for Bus Rapid Transit Facilities on State Route 101 (the "Agreement") clarifies the obligations of Caltrans and the City for operation and maintenance of Bus Rapid Transit Facilities associated with Van Ness Corridor Transit Improvement Project upon completion of said project.

The MTA, in communications dated June 5, 2014 recommended that the City approve this Agreement.

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

1. Board Resolution
2. Freeway Operations and Maintenance Agreement
3. Exhibit A plan drawings that delineate the BRT Facilities to be constructed within the State right-of-way
4. State Cooperative Agreement No. 04-2229 between the San Francisco County Transportation Authority and Caltrans to convert existing traffic lanes on Van Ness Avenue, Route 101, into dedicated bus lanes

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:

6/23/2015

APPROVED

6/25/2015

X *F. Sweiss*

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

X Mohammed Nuru

Mohammed Nuru
Director
Signed by: Nuru, Mohammed

cc: Board of Supervisors

FILE NO.

RESOLUTION NO.

1 [Freeway Operations and Maintenance Agreement for Bus Rapid Transit Facilities on State
2 Route 101/Van Ness Avenue]

3 **Resolution approving a Freeway Operations and Maintenance Agreement with the State**
4 **of California apportioning maintenance responsibilities for Highway 101/Van Ness**
5 **Avenue and authorizing the Director of Public Works to execute said Agreement on**
6 **behalf of the City.**

7
8 WHEREAS, The State of California, acting by and through the Department of
9 Transportation ("Caltrans"), and the San Francisco County Transportation Authority executed
10 State Cooperative Agreement No. 04-2229 to convert existing traffic lanes on Van Ness
11 Avenue, Route 101, into dedicated bus lanes. A copy of said Agreement is on file with the
12 Clerk of the Board of Supervisors in File No. _____ and is incorporated herein by
13 reference; and,

14 WHEREAS, Caltrans and Public Works, acting on behalf of the City, mutually desire to
15 clarify the division of maintenance responsibility for such improvements constructed pursuant
16 to said Cooperative Agreement as to City streets or portions thereof and improvements and
17 landscaped areas within or outside the freeway limits; and,

18 WHEREAS, Caltrans and City staff have negotiated the Freeway Operations and
19 Maintenance Agreement for Bus Rapid Transit Facilities on State Route 101 (the
20 "Agreement"), a copy of which is on file with the Clerk of the Board of Supervisors in File No.
21 _____ and is incorporated herein by reference. Said Agreement establishes
22 maintenance responsibility for the above-mentioned Bus Rapid Transit Facilities; and,

23 WHEREAS, The Agreement, except as specifically provided for herein, does not affect
24 the terms of prior written agreements, which include, but are not limited to, the Agreement for
5 Maintenance of State Highways in the City of San Francisco of July 2, 2009, between the

1 Caltrans and the City, which the Board approved in Resolution No. 209-09. A copy of this
2 agreement is on file with the Clerk of the Board in File No. 090630; and,

3 WHEREAS, The Board accepts the recommendations set forth in DPW Order No.
4 _____ concerning said Agreement. A copy of the DPW Order is on file with the Clerk
5 of the Board of Supervisors in File No. _____ and is incorporated herein by
6 reference; and,

7 WHEREAS, Public Works and other affected City departments will be entering into an
8 interdepartmental Memoranda of Understanding that delineate the responsibilities of each
9 department in regard to the City maintained improvements; now, therefore, be it

10 RESOLVED, That the Board of Supervisors approves the Freeway Operations and
11 Maintenance Agreement for Bus Rapid Transit Facilities on State Route 101 and authorizes
12 the Director of Public Works to execute the Agreement with Caltrans. As part of this action,
13 the Board authorizes the City to assume the maintenance responsibilities over the particular
14 Bus Rapid Transit Facilities that are mentioned in the Agreement; and, be it

15 FURTHER RESOLVED, That the Board of Supervisors delegates to the Director of
16 Public Works the authority to administratively approve minor amendments to the Agreement;
17 and, be it

18 FURTHER RESOLVED, That the Board hereby directs the Clerk to send four (4)
19 certified copies of this resolution to Caltrans at an address to be provided by the Director of
20 Public Works.

**OPERATIONS AND MAINTENANCE AGREEMENT
WITH CITY AND COUNTY OF SAN FRANCISCO
FOR BUS RAPID TRANSIT FACILITIES ON STATE ROUTE 101**

THIS AGREEMENT, ENTERED INTO, AND EFFECTIVE ON the _____ day of _____, 2014, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the City and County of San Francisco, referred to herein as "CITY." STATE and CITY are together referred to herein as "PARTIES."

A. RECITALS

1. Under STATE issued Encroachment Permit No. _____, CITY desires to construct its Bus Rapid Transit ("BRT") project, which includes, but is not limited to, dedicated bus lanes, passenger platforms, and landscaping, hereinafter referred to as "BRT FACILITIES," on Van Ness and South Van Ness avenues (State Highway Route 101), within the City and County of San Francisco.
2. STATE and CITY previously entered into an Agreement for Maintenance of State Highways in the City of San Francisco (the "Delegated Maintenance Agreement" or "DMA"), effective July 2, 2009, which provides for CITY to perform specified maintenance functions on State Highways (as defined in Section 24 of the Streets and Highway Code) within CITY's jurisdiction.
3. This Agreement is separate from DMA. Reimbursement to CITY for expenditures related to certain maintenance functions delegated to CITY under DMA and performed within BRT FACILITIES, which functions are specified in articles D(1), D(2), and (if applicable) D(3) below, will be through DMA. As used herein, DMA includes its successor agreements, if any.
4. PARTIES mutually desire to specify the respective operating and maintenance responsibilities of the PARTIES with respect to BRT FACILITIES, in particular the maintenance functions to be performed by CITY, and to specify the terms and conditions under which such work will be performed.
5. DMA sets authorized total dollar amounts based on STATE's standard level of service for maintenance. CITY, if CITY desires, may perform maintenance to a higher level of service, but STATE will not reimburse CITY for work in excess of the authorized dollar limits established in DMA.

B. AGREEMENT

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

1. Exhibit "A", attached hereto and incorporated by reference, consists of plan drawings that delineate the BRT FACILITIES to be constructed within the STATE right-of-way, which will be the responsibility of the CITY to maintain upon completion of construction.

When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of the State Highway herein described, which affects the PARTIES 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. CITY shall be responsible, including all costs related thereto, for operation, maintenance, protection, and repair of BRT FACILITIES. Said work at all times shall be conducted to assure safety and convenience of State Highway users. Said work and BRT FACILITIES shall be subject to random inspection by STATE as to safety conditions affecting STATE's highway facilities, and CITY shall, upon notice from STATE that an unsafe condition exists, take immediate steps to correct such unsafe conditions. If CITY fails to perform after such notice from STATE, STATE shall immediately take necessary corrective action, and CITY shall be billed and shall pay all reasonable costs for such corrective work performed by STATE. CITY's obligation to pay for the costs of such corrective work shall not apply if the unsafe condition is caused by STATE. Such inspection by STATE, if performed at all, does not relieve CITY of its responsibilities under this Agreement.
3. CITY shall maintain the areas designated in Exhibit A, which maintenance functions are further described hereinafter in Section D.
4. Rights granted to CITY under this Agreement are restricted to maintenance and operation of BRT FACILITIES. Any other use or presence by CITY or CITY's authorized contractors not otherwise authorized by DMA or Permit No. _____ will require that a separate encroachment permit be issued to that party from STATE.
5. CITY shall not use or permit the public to use, without a separate encroachment permit issued by STATE, BRT FACILITIES in any manner that will interfere with or impair the primary use of BRT FACILITIES as a bus transit facility.
6. STATE reserves its right to use those areas within STATE's right-of-way occupied by BRT FACILITIES for future construction, reconstruction, expansion, modification, or maintenance purposes without restriction or reimbursement to any party should BRT FACILITIES be reconfigured, removed or closed.
7. An encroachment permit from the STATE will be required for third parties if CITY contracts out the maintenance of BRT FACILITIES to a contractor. Said contractor(s) shall be subject to the same inspections and responsibilities as specified herein for work performed directly by CITY.
8. CITY shall not erect signs of any kind within BRT FACILITIES, except such signs as may be necessary or appropriate in connection with the operation of the BRT FACILITIES,

including permitted advertising signs, or that are otherwise required by law. Such signs shall not be attached to or painted on any STATE freeway structures or facilities except by prior written consent of STATE.

9. STATE, at its sole discretion, may provide CITY with 30 days advance notification for STATE's maintenance work or 180 days advance notification for STATE's construction work effecting BRT FACILITIES traffic.

C. MAINTENANCE DEFINED

Maintenance is defined in Section 27 of the Streets and Highway Code.

D. MAINTENANCE FUNCTIONS

Maintenance functions of the BRT FACILITIES are at CITY's sole expense, unless otherwise specified, and are as follows:

1. PAVEMENT MAINTENANCE

CITY shall be responsible for pavement maintenance, such as, pothole repair, sweeping, and debris removal of the paved surface when necessary. STATE shall reimburse CITY for pavement maintenance in accordance with and up to the authorized expenditure for programs HM1A and HM1B in DMA for Route 101(b). CITY's expenditures in excess of the authorized expenditures specified in DMA for programs HM1A and HM1B for Route 101(b) shall be at CITY's own expense. STATE will not maintain or pay for the maintenance of any pavement surface painting or pigmentation, which will be at CITY's sole expense.

2. LITTER AND GRAFFITI

CITY shall be responsible for maintaining bus lanes, platforms, and landscaping areas designated in Exhibit A in a condition free of litter, debris (including all broken glass), and graffiti. STATE shall reimburse CITY for litter removal in accordance with and up to the authorized expenditure for program HM2D in DMA for Route 101(b). CITY's expenditures in excess of the authorized expenditures specified in DMA for program HM2D for Route 101(b) shall be at CITY's own expense.

3. SIGNS

CITY shall be responsible for the maintenance and the installation of signage necessary for the direction and operation of BRT FACILITIES.

4. STRIPING

CITY shall maintain all striping and pavement markings required for the direction and operation of BRT FACILITIES traffic.

5. LIGHTING

CITY shall maintain electrical installations required for public safety located within BRT FACILITIES. CITY will maintain and pay 100% of maintenance and operations costs, including electrical energy costs, of lighting and electrical installations of BRT FACILITIES.

6. SAFETY DEVICES

CITY shall be responsible for the maintenance, repair, replacement, and cleaning of safety devices located within BRT FACILITIES, including gates, fences, railing, guardrails, and markers.

7. LANDSCAPING AND GARBAGE COLLECTION

CITY shall be responsible for all landscaping, hardscaping (which includes, but is not limited to, planter boxes and wood, concrete, brick, or stone median paving), curbs, irrigation, and garbage collection services at BRT FACILITIES.

8. PASSENGER PLATFORMS

CITY shall maintain shelters, benches, passenger platforms, and their appurtenances. CITY shall also maintain electrical connections to these shelters for the purposes of providing lighting and/or transit information displays. Advertising displays, if any, are subject to federal and state laws and regulations.

9. TRAFFIC SIGNAL SYSTEMS AND SAFETY LIGHTING

Except for transit and emergency vehicle preemption devices, which shall be maintained by CITY at CITY's sole expense, CITY and STATE will participate in maintenance costs as provided under Program HM4K for Route 101(b) in Exhibit A to the DMA.

E. LEGAL RESPONSIBILITIES:

1. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or affect the legal liability of any 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.
2. 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 under this Agreement and arising by this Agreement. It is understood and agreed that, CITY will 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 or in connection with any work expressly conferred upon CITY by this Agreement.
3. 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 under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless CITY, and respective officers and employees thereof, 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 STATE under or in connection with any work expressly conferred upon STATE by this Agreement.
4. 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, or repair; or maintenance work under Labor Code 1771, CITY must conform to the provisions of Labor Code Sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. 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.
5. Prevailing Wage Requirements in Subcontracts
CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

6. Insurance

- (a). CITY is self insured. CITY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of this Agreement.

- (b). If the work performed under this Agreement is done by CITY's contractor(s), CITY shall require its contractor(s) to 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, 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 the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

F. EFFECTIVE DATE AND RIGHT TO TERMINATE

This Agreement shall be effective once fully executed by both PARTIES 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. Upon termination of this Agreement, CITY shall, at CITY's expense, return BRT FACILITIES to a condition equivalent to the condition existing prior to the execution of this Agreement, or to a condition acceptable to STATE.

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

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

MALCOLM DOUGHERTY
Director

MOHAMMED NURU
Director of Public Works

By: _____
NADER ESGHIPOUR
Deputy District Director, Maintenance

Approved as to form:

Approved as to form:

DENNIS J. HERRERA
City Attorney

By: _____
JOHN MALAMUT
Deputy City Attorney

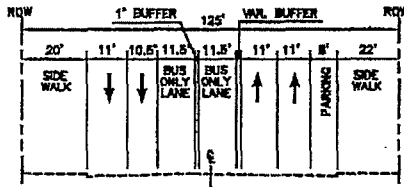
Attorney
Department of Transportation

Board of Supervisors
Resolution No. _____
Dated: _____

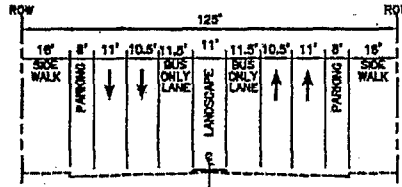
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Clerk of the Board

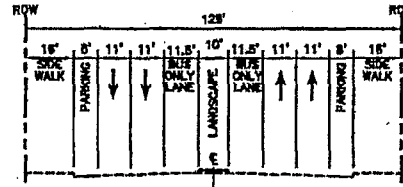
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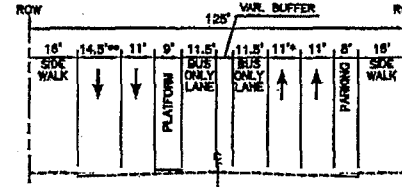
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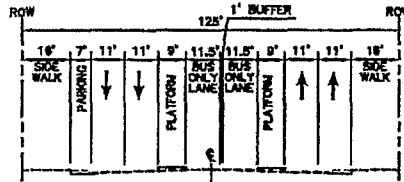
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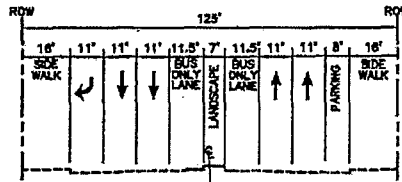
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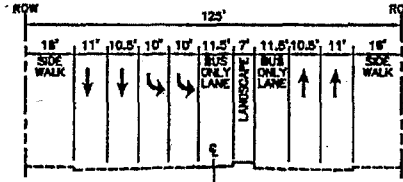
LPA SECTION 4



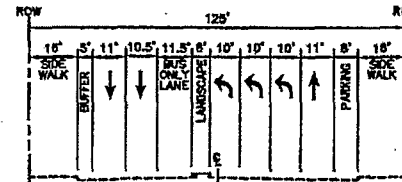
LPA SECTION 5



LPA SECTION 6

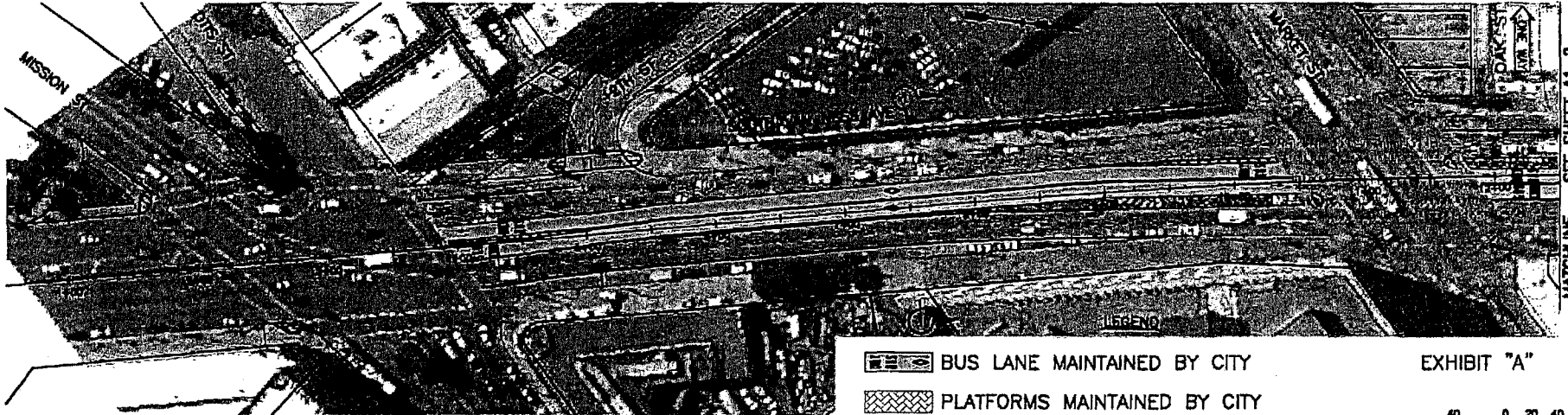


LPA SECTION 7



LPA SECTION 8

* 10.5' BETWEEN McALLISTER ST AND GOLDEN GATE AVE, AND BETWEEN EDDY ST AND ELLIS ST.
 ** 16.5' BETWEEN McALLISTER ST AND GOLDEN GATE AVE, AND 15.5' BETWEEN EDDY ST AND ELLIS ST.



- BUS LANE MAINTAINED BY CITY
- PLATFORMS MAINTAINED BY CITY
- LANDSCAPING MAINTAINED BY CITY

EXHIBIT "A"



NO.	DATE	DESCRIPTION	BY	APP.

REFERENCE INFORMATION & FILE NO. OF DRAWING

DATE: 04-11-10

DESCRIPTION: BRT MAINTENANCE AGREEMENT WITH CITY AND COUNTY OF SAN FRANCISCO

CHECK WHY WADING TO SEE IF YOU HAVE LATEST REVISION

BRT MAINTENANCE AGREEMENT WITH
 CITY AND COUNTY OF SAN FRANCISCO

APPROVED: [Signature]

SCALE: 1"=50'

Van Ness Avenue
 Bus Rapid Transit Study

CONTRACT NO. A1-1

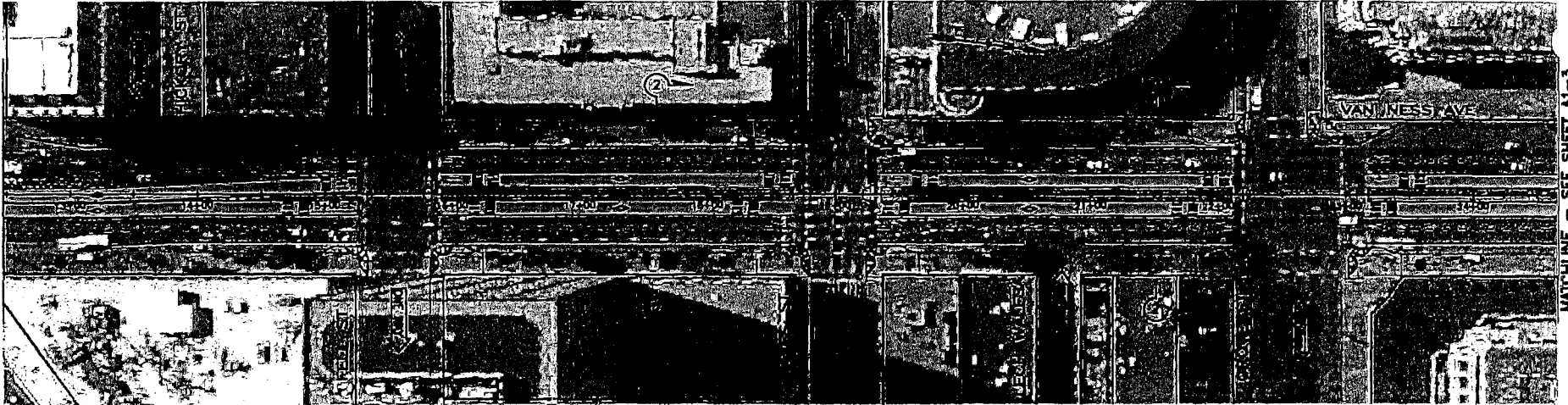
04-SF-101

PM T4.71/6.71

Sheet 1 of 9

3653

MATCHLINE - SEE SHEET A1-1



MATCHLINE - SEE SHEET A1-3

LEGEND




-  BUS LANE MAINTAINED BY CITY
-  PLATFORMS MAINTAINED BY CITY
-  LANDSCAPING MAINTAINED BY CITY

EXHIBIT "A"



DATE		DESCRIPTION		BY	APP.
CHECK WITH WORKING TO SEE IF YOU HAVE LATEST REVISION					

REFERENCE INFORMATION & FILE NO. OF SURVEY

REVISIONS BY-SHALE REV "0"

BRT MAINTENANCE AGREEMENT WITH
CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE
SECTION NUMBER	DATE
	1"=80'

Van Ness Avenue
Bus Rapid Transit Study

04-SF-101 PM T4.71/6.71

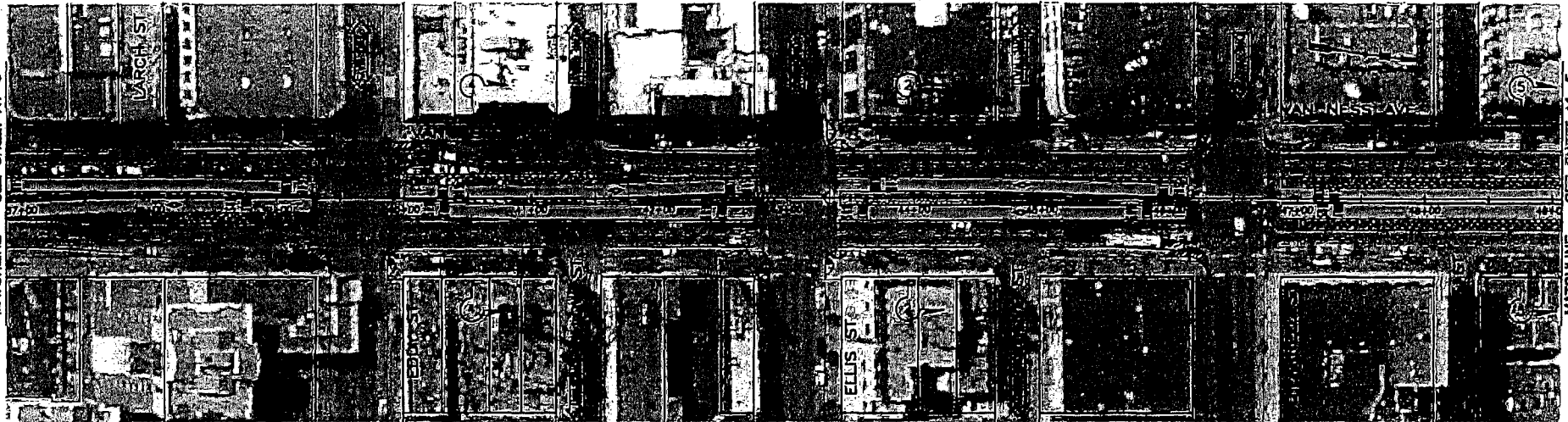
CONTRACT NO.
ORDERED NO.
A1-2

Sheet 2 of 9

San Francisco - Urban & Transit Planning Department

5993

MATCHLINE - SEE SHEET A1-3



MATCHLINE - SEE SHEET A1-5

LEGEND




-  BUS LANE MAINTAINED BY CITY
-  PLATFORMS MAINTAINED BY CITY
-  LANDSCAPING MAINTAINED BY CITY

EXHIBIT "A"



Date: 07/20/2011 10:58am 10/10/2011 User: huan.07/20/2011 10:58am 10/10/2011 10:58am 10/10/2011 10:58am

NO.	DATE	DESCRIPTION	BY	APP.

REFERENCE INFORMATION
 & FILE NO. OF DRAWING

APPROVED
 100-54861 REV "A"

BRT MAINTENANCE AGREEMENT WITH
 CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE
	1"=50'
DESIGN ENGINEER	DATE

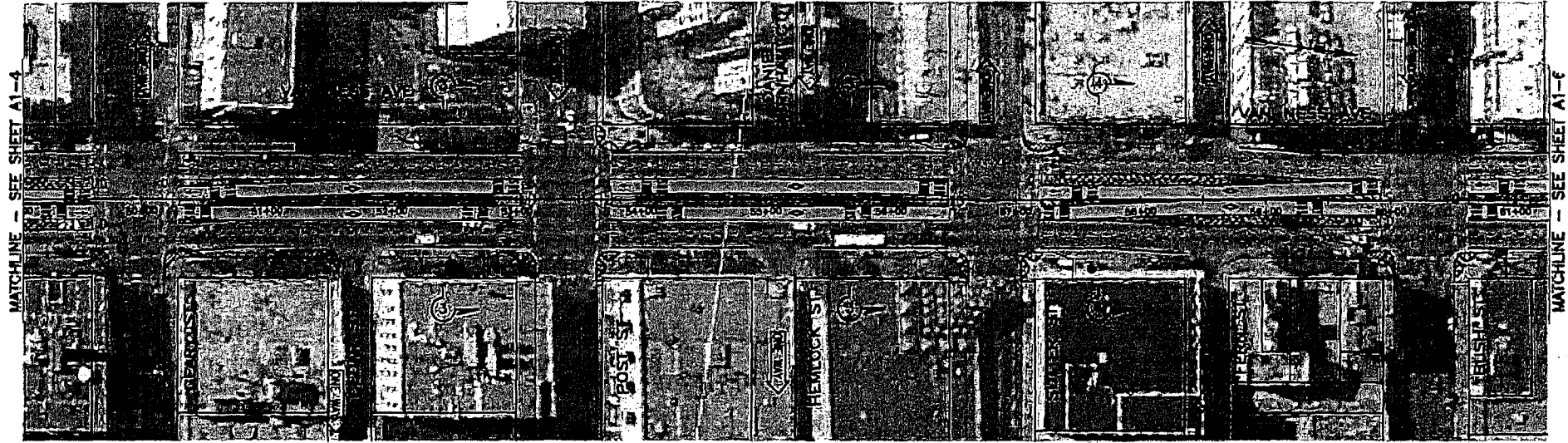
Van Ness Avenue
 Bus Rapid Transit Study

04-SF-101 PM T4.71/6.71

CONTRACT NO.
DRAWING NO.
A1-4

Sheet 4 of 9

9598



LEGEND




-  BUS LANE MAINTAINED BY CITY
-  PLATFORMS MAINTAINED BY CITY
-  LANDSCAPING MAINTAINED BY CITY

EXHIBIT "A"



NO.	DATE	DESCRIPTION	BY	APP.
TABLE OF REVISIONS				
CHECK WITH DRAWING TO SEE IF THIS PAGE LATEST REVISION				

REFERENCE INFORMATION
 & FILE NO. OF SURVEY

APPROVED
 04-04952 REV "A"

BRT MAINTENANCE AGREEMENT WITH
 CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE
SECTION CHIEF	DATE

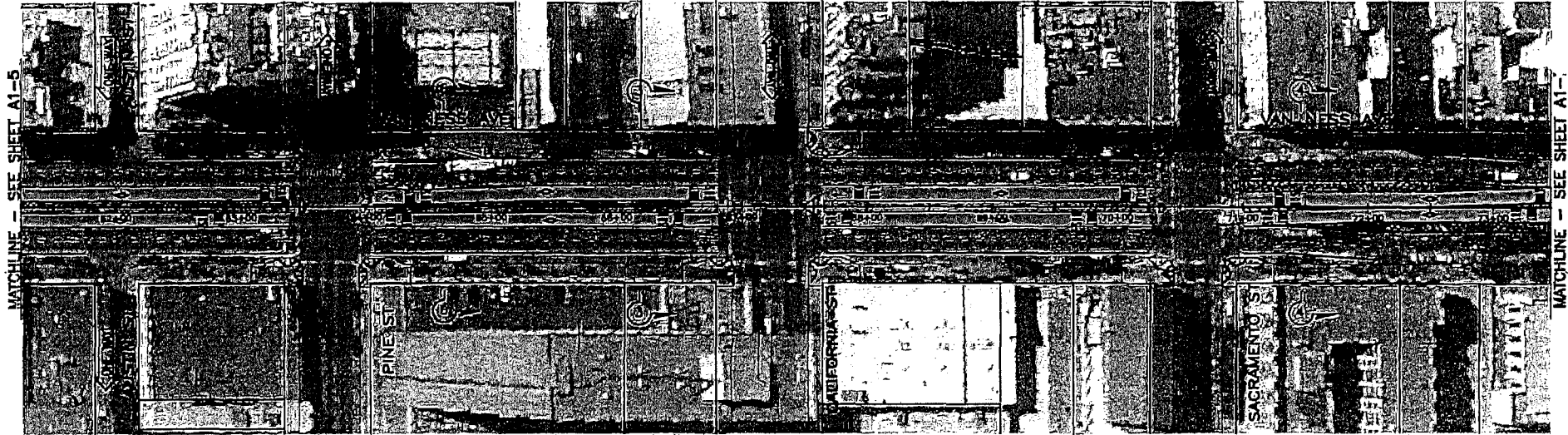
Van Ness Avenue
 Bus Rapid Transit Study

CONTRACT NO.
 DRAWING NO.
 A1-5

04-SF-101 PM T4.71/6.71 Sheet 5 of 9

Jan 27, 2014 - 1:00pm (P) 4/10/14 New Map (Drawing) (A1) (1) - Matchlines & Revisions

3657



LEGEND




-  BUS LANE MAINTAINED BY CITY
-  PLATFORMS MAINTAINED BY CITY
-  LANDSCAPING MAINTAINED BY CITY

EXHIBIT "A"



TABLE BY REVISIONS			
NO.	DATE	DESCRIPTION	BY / APP.

CHECK WITH DRAWING TO SEE IF YOU HAVE LATEST REVISION

REFERENCE INFORMATION
& FILE NO. OF SERVICES

APPROVED
EN-54862 REV "A"

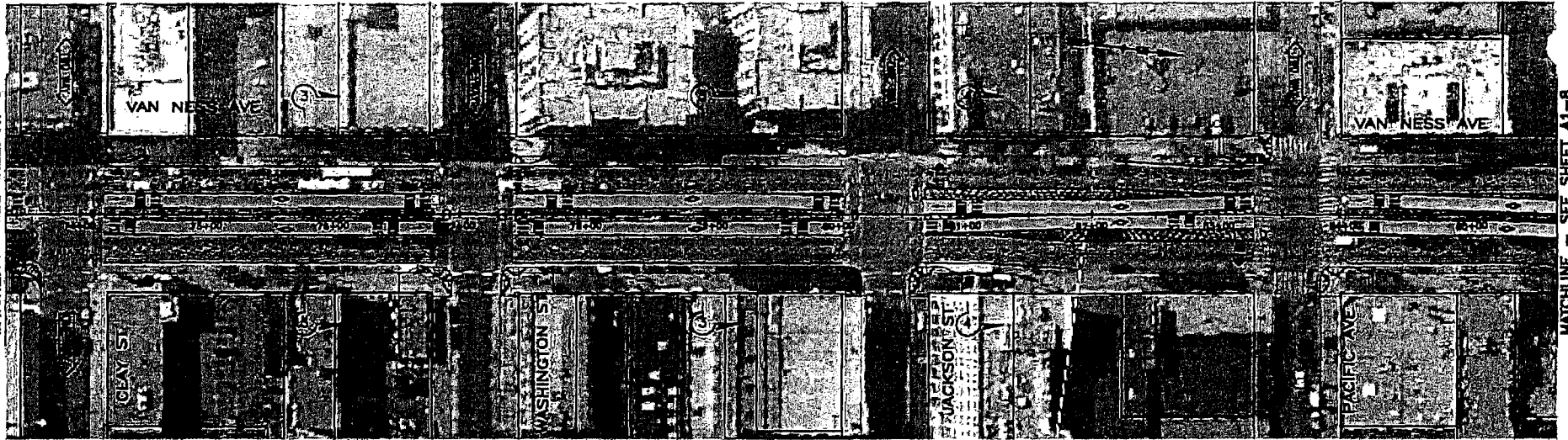
BRT MAINTENANCE AGREEMENT WITH
CITY AND COUNTY OF SAN FRANCISCO

APPROVED		SCALE
SECTION ENGINEER	DATE	1"=80'
04-SF-101	PM T4.71/6.71	

Van Ness Avenue Bus Rapid Transit Study		CONTRACT NO.
		DRAWING NO. A1-6
Sheet 6 of 9		

8558

MATCHLINE - SEE SHEET A1-6



MATCHLINE - SEE SHEET A1-8

LEGEND




-  BUS LANE MAINTAINED BY CITY
-  PLATFORMS MAINTAINED BY CITY
-  LANDSCAPING MAINTAINED BY CITY

EXHIBIT "A"



NO.	DATE	DESCRIPTION	BY

TABLE OF REVISIONS
CHECK WITH TRACKING TO SEE IF YOU HAVE LATEST REVISION

REFERENCE INFORMATION & FILE NO. OF SUBJECTS
APPROVED BY: _____ DATE: _____

BRT MAINTENANCE AGREEMENT WITH
CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE
REVISION NUMBER	DATE

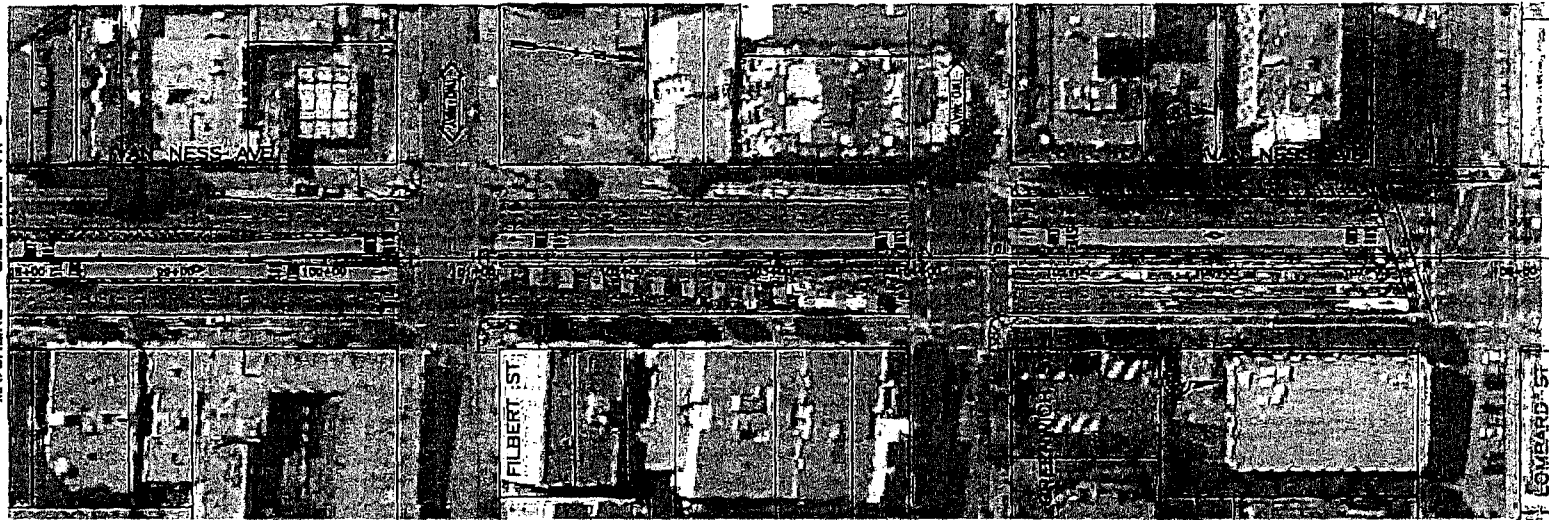
1"=60'

Van Ness Avenue
Bus Rapid Transit Study

CONTRACT NO.
DRAWING NO.

0993

MATCHLINE - SEE SHEET A1-8



Note for Sheet 9:
 Pavement striping and marking on northbound State Route 101 between Filbert Street and Greenwich Street will be determined during BRT project design phase.

LEGEND




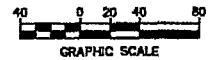
-  BUS LANE MAINTAINED BY CITY
-  PLATFORMS MAINTAINED BY CITY
-  LANDSCAPING MAINTAINED BY CITY

EXHIBIT "A"



NO.	DATE	DESCRIPTION	BY	APP.

TABLE OF REVISIONS
 CHECK WITH DRAWING TO SEE IF YOU HAVE LATEST REVISION

REFERENCE INFORMATION
 & FILE NO. OF SURVEYS

SUPPLEMENTED
 FOR SACS&A REV "A"

BRT MAINTENANCE AGREEMENT WITH
 CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE
	1"=80'

Van Ness Avenue
 Bus Rapid Transit Study

04-SF-101 PM T4.71/6.71

CONTRACT NO.	DRAWING NO.
	A1-9

Sheet 9 of 9

COOPERATIVE AGREEMENT

This agreement, effective on March 30, 2010, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Francisco County Transportation Authority, a public corporation referred to as AUTHORITY.

RECITALS

1. CALTRANS and AUTHORITY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement contributes toward the conversion of existing traffic lanes on Van Ness Ave (Route 101) into dedicated Bus lanes, referred to as PROJECT.
3. PARTNERS will cooperate to perform PA&ED for PROJECT.
4. There are no prior PROJECT-related cooperative agreements.
5. No PROJECT deliverables have been completed prior to this agreement.
6. The estimated date for COMPLETION OF WORK is March 1, 2011.
7. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

DEFINITIONS

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

CEQA – The California Environmental Quality Act (California Public Resources Code, sections 21000 et seq.) that requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

FHWA – Federal Highway Administration.

FTA – Federal Transit Administration.

FUNDING PARTNER – A partner who commits a defined dollar amount to WORK.

FUNDING SUMMARY - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

IQA – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA – The National Environmental Policy Act of 1969 that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

PA&ED (Project Approval and Environmental Document) – The project component that includes the activities required to deliver the project approval and environmental documentation for PROJECT.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to

achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout the project's lifecycle.

SCOPE SUMMARY – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

SHS – State Highway System.

SPONSOR(S) – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

STATE-FURNISHED MATERIAL – Any materials or equipment supplied by CALTRANS.

WORK – All scope and cost commitments included in this agreement.

RESPONSIBILITIES

8. AUTHORITY is SPONSOR for all WORK.
9. AUTHORITY is the only FUNDING PARTNER for this agreement. AUTHORITY's funding commitment is defined in the FUNDING SUMMARY.
10. AUTHORITY is IMPLEMENTING AGENCY for PA&ED.

SCOPE

Scope: General

11. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with CALTRANS STANDARDS and the San Francisco Department of Public Works Standard Plans, as appropriate.
12. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
13. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way per the SCOPE SUMMARY. CALTRANS retains the right to reject

noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.

14. AUTHORITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
15. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.
16. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
17. PARTNERS will invite each other to participate in the selection and retention of any future consultants who participate in WORK.
18. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work".

19. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.
20. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

21. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection. AUTHORITY will notify CALTRANS within twenty-four (24) hours of any discovery.
22. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e).

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law.

23. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.
24. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.
25. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
26. AUTHORITY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. AUTHORITY will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule.
27. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 MANAGEMENT ACTIVITIES.
28. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
29. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, permits, approvals, and agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
30. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written monthly progress reports during the implementation of WORK in that component.
31. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
32. IMPLEMENTING AGENCY for a project component may accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
33. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential

future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.

34. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.
35. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, FTA, and AUTHORITY will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

36. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.
37. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.
38. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
39. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

40. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: Project Approval and Environmental Document (PA&ED)

41. AUTHORITY is the CEQA lead agency. AUTHORITY will determine the type of environmental documentation required and will cause that documentation to be prepared.
42. All partners involved in the preparation of CEQA environmental documentation will follow the CALTRANS STANDARDS and the local guidelines that apply to the CEQA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser.
43. CALTRANS is the CEQA responsible agency and will review and comment, within 30 days, on all environmental documentation (including, but not limited to, studies and reports, CEQA-related public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.
44. FTA is the NEPA lead agency. FTA will prepare any needed NEPA environmental documentation or will cause that documentation to be prepared.
45. AUTHORITY will work with FTA to ensure that FTA invites FHWA to be a cooperating agency on PROJECT for NEPA environmental documentation.
46. All partners involved in the preparation of NEPA environmental documentation will follow FTA STANDARDS that apply to the NEPA process.
47. AUTHORITY will prepare the appropriate environmental documentation to meet CEQA requirements.
48. AUTHORITY will complete all documentation, including investigative studies and technical reports required to satisfy Public Resource Code section 5024. AUTHORITY will submit all said documentation to CALTRANS for CALTRANS review, comment and approval.
49. Any partner preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA lead agency for review, comment, and approval at appropriate stages of development prior to public availability.

If the CEQA lead agency makes any changes to the CEQA documentation, the CEQA lead agency will allow CALTRANS to review and comment within 30 days on those changes prior to the CEQA lead agency's approval and public availability.

50. AUTHORITY will prepare, publicize and circulate all CEQA-related public notices and will submit said notices to CALTRANS for review and comment within 30 days, prior to publication and circulation.

If the CEQA lead agency makes any changes to the notices, the CEQA lead agency will allow CALTRANS to review and comment within 30 days on those changes, prior to publication and circulation.

51. The CEQA lead agency will attend all CEQA-related public meetings.

AUTHORITY will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to CALTRANS for review and comment concurrence at least 10 working days prior to the public meeting date.

If the CEQA lead agency makes any changes to the materials, the CEQA lead agency will allow CALTRANS to review and comment on those changes three (3) working days prior to the public meeting date.

52. The partner preparing the environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.

53. AUTHORITY will coordinate the following resource agency permits, agreements, and/or approvals: Waste Discharge (NPDES) Permit and Regional Water Quality Control Board 401 Permit.

54. AUTHORITY will, if necessary, obtain the following resource agency permits, agreements, and/or approvals: Waste Discharge (NPDES) Permit and Regional Water Quality Control Board 401 Permit.

COST

Cost: General

55. SPONSOR(S) will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment to this agreement.
56. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.
57. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.

58. AUTHORITY, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found outside of existing SHS right of way.
59. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
60. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
61. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.
62. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
63. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.
64. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
65. Independent of WORK costs, AUTHORITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
66. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
67. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
68. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.
69. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That partner may request reimbursement for these costs during the amendment process.

70. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
71. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.
72. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

Cost: Project Approval and Environmental Document (PA&ED)

73. The cost to prepare, publicize, and circulate all CEQA public notices is a WORK cost.
74. The cost to plan, schedule, prepare, materials for, host, and attend all CEQA public hearings is a WORK cost.

SCHEDULE

75. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

76. This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.
77. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
78. Any PARTNER who performs IQA does so for its own benefit and that PARTNER cannot be assigned liability due to its IQA activities.
79. Neither AUTHORITY 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 CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or arising under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or

actions of every name, kind, and description brought forth under, 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 CALTRANS under this agreement.

80. Neither CALTRANS 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 AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY or arising under this agreement.

It is understood and agreed that AUTHORITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 AUTHORITY under this agreement.

81. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.
82. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
83. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
84. A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
85. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
86. If any partner defaults in their agreement obligations, the non-defaulting partner(s) will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner(s) may initiate dispute resolution.
87. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of AUTHORITY will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

88. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
89. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.
90. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
91. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
92. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.
93. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

94. The following documents are attached to, and made an express part of this agreement:
SCOPE SUMMARY, FUNDING SUMMARY.
95. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

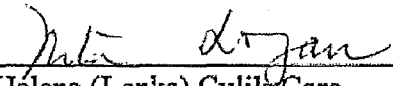
The primary agreement contact person for CALTRANS is:
Nidal Tuqan, Regional Project Manager
111 Grand Avenue #9-983
Oakland, California 94612
Office Phone: (510) 286-5542
Mobile Phone: (510) 715-7748
Fax Number: (510) 286-4987
Email: nidal_tuqan@dot.ca.gov

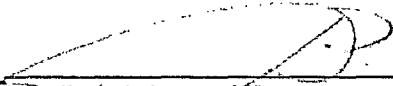
The primary agreement contact person for AUTHORITY is:
Rachel Hiatt, Senior Transportation Planner
100 Van Ness Avenue 26th Floor
San Francisco, California 94102
Office Phone: (415) 522-4809
Email: rachel.hiatt@sfcta.org

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

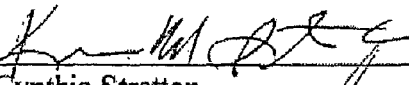
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

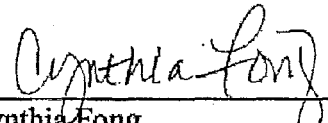
SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

Acting for By: 
Helena (Lenka) Culik-Caro
Deputy District Director, Design

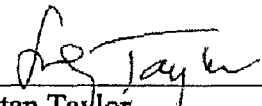
By: 
Jose Luis Moscovich
Executive Director

CERTIFIED AS TO FUNDS:

By: 
Cynthia Stratton
District Budget Manager

By: 
Cynthia Fong
Deputy Director for Finance and
Administration

APPROVED AS TO FORM AND
PROCEDURE

By: 
Stan Taylor
Legal Counsel

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	AUTHORITY	N/A
2					Project Approval and Environmental Document (PA&ED) - 160, 165, 175, 180, 205	X	X	
	160				Perform Preliminary Engineering Studies and Draft Project Report	X	X	
		05			Updated Project Information		X	
		10			Engineering Studies		X	
		15			Draft Project Report		X	
		20			Engineering and Land Net Surveys		X	
		30			Environmental Study Request (ESR)		X	
		40			NEPA Delegation			X
		45			Base Maps and Plan Sheets for Project Report and Environmental Studies		X	
	165				Perform Environmental Studies and Prepare Draft Environmental Document		X	
		05			Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document		X	
		10			General Environmental Studies		X	
		15			Biological Studies		X	
		20			Cultural Resource Studies		X	
		25			Draft Environmental Document or Categorical Exemption/Exclusion		X	
			10		Section 4(F) Evaluation		X	
			20		Environmental Quality Control and Other Reviews	X	X	
			25		Approval to Circulate Resolution		X	
			30		Environmental Coordination		X	
			99		Other Draft Environmental Document Products		X	
		30			NEPA Delegation			X
		45			Required Permits During PA&ED Development		X	
		50			Permits During PA&ED Development		X	
			05		U.S. Army Corps of Engineers Permit (404)			X
			10		U.S. Forest Service Permit(s)			X
			15		U.S. Coast Guard Permit			X
			20		Department of Fish and Game 1600 Agreement(s)			X
			25		Coastal Zone Development Permit			X
			30		Local Agency Concurrence/Permit			X
			35		Waste Discharge (NPDES) Permit		X	
			40		U.S. Fish and Wildlife Service Approval			X
			45		Regional Water Quality Control Board 401 Permit		X	
			50		Updated Environmental Commitments Record			X
			55		NEPA Delegation			X

4	5	6	7	8	Description	CALTRANS	AUTHORITY	N/A
	175				Circulate Draft Environmental Document and Select Preferred Project Alternative Identification		X	
	180				Prepare and Approve Project Report	X	X	
		05			Final Project Report		X	
		10			Final Environmental Document		X	
			05		Approved Final Environmental Document		X	
				25	Statement of Overriding Considerations		X	
				30	CEQA Certification		X	
				40	Section 106 Consultation and MOA		X	
				45	Section 7 Consultation			X
				50	Final Section 4(F) Statement		X	
				55	Floodplain Only Practicable Alternative Finding		X	
				60	Wetlands Only Practicable Alternative Finding		X	
				65	Section 404 Compliance		X	
				70	Mitigation Measures		X	
			10		Public Distribution of Final Environmental Document and Respond To Comments		X	
			15		Final Right of Way Relocation Impact Document		X	
			99		Other Final Environmental Document Products		X	
		15			Completed Environmental Document		X	
			05		Record of Decision (NEPA)		X	
			10		Notice of Determination (CEQA)		X	
			20		Environmental Commitments Record		X	
			99		Other Completed Environmental Document Products		X	
		20			NEPA Delegation			X
	205				Obtain Permits, Agreements, and Route Adoptions		X	

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PA&ED	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	AUTHORITY	Local	\$1,950,000.00	\$1,950,000.00	\$0.00	\$1,950,000.00
		Subtotals by Component	\$1,950,000.00	\$1,950,000.00	\$0.00	\$1,950,000.00

3677



RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE COOPERATIVE AGREEMENTS BETWEEN THE SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR RECEIPT OF FEDERAL AND STATE FUNDS.

WHEREAS, Pursuant to Streets and Highways Code Section 114 and Government Code Section 14030, the San Francisco County Transportation Authority and the State of California acting through the California Department of Transportation (Caltrans) are authorized to enter into Cooperative Agreements for proposed improvements to State highways within the City and County of San Francisco; and

WHEREAS, from time to time certain federal and state funds are made available for transportation projects implemented by the Authority; and

WHEREAS, Caltrans administers the authorization and reimbursement of certain federal and state funds; and

WHEREAS, Caltrans requires the execution of cooperative agreements for the authorization and reimbursement of certain federal and state funds; and now, therefore, be it

RESOLVED, That the Authority hereby authorizes the Executive Director to execute cooperative agreements with Caltrans for federal and state funds administered by Caltrans.



The foregoing Resolution was passed and adopted by the San Francisco County Transportation Authority at a regularly scheduled meeting thereof, this 25th day of July 2006, by the following votes:

Ayes: Commissioners Ammiano, Daly, Elsbernd, Ma, Maxwell, McGoldrick, Mirkarimi, Peskin and Sandoval (9)

Absent: Commissioners Alioto-Pier and Dufty (2)

Jake McGoldrick 7/25/06

Jake McGoldrick Date
Chairperson

ATTEST: *José Luis Moscovich* 7/25/06

José Luis Moscovich Date
Executive Director

DEPARTMENT OF TRANSPORTATION

111 GRAND AVENUE
P.O. BOX 23660
OAKLAND, CA 94623-0600
PHONE (510) 286-5900
FAX (510) 286-5903
TTY 711
www.dot.ca.gov



*Serious drought.
Help save water!*

June 3, 2014

Mr. Peter Gabancho
Project Manager
Capital Programs and Construction
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103-5417

Dear Mr. Gabancho:

Being transmitted for City's execution are four copies of the proposed Operations and Maintenance Agreement (O&M) for the Van Ness Avenue Bus Rapid Transit project. Please return the following to my attention:

- Three duplicate O&M's with original signatures and City's seal affixed
- An original or certified copy of the City's resolution authorizing execution of the O&M
- Evidence of the City's self-insured coverage.

After receiving the above, we will obtain signature by the appropriate State officials and return to you a fully executed original O&M.

If you have any questions, please contact me at (510) 286-5155.

Sincerely,

A handwritten signature in black ink, appearing to read "Stanley Ng", written over a horizontal line.

STANLEY NG
District Branch Chief
Office of Maintenance Services

**OPERATIONS AND MAINTENANCE AGREEMENT
WITH CITY AND COUNTY OF SAN FRANCISCO
FOR BUS RAPID TRANSIT FACILITIES ON STATE ROUTE 101**

THIS AGREEMENT, ENTERED INTO, AND EFFECTIVE ON the _____ day of _____, 2014, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the City and County of San Francisco, referred to herein as "CITY." STATE and CITY are together referred to herein as "PARTIES."

A. RECITALS

1. Under STATE issued Encroachment Permit No. _____, CITY desires to construct its Bus Rapid Transit ("BRT") project, which includes, but is not limited to, dedicated bus lanes, passenger platforms, and landscaping, hereinafter referred to as "BRT FACILITIES," on Van Ness and South Van Ness avenues (State Highway Route 101), within the City and County of San Francisco.
2. STATE and CITY previously entered into an Agreement for Maintenance of State Highways in the City of San Francisco (the "Delegated Maintenance Agreement" or "DMA"), effective July 2, 2009, which provides for CITY to perform specified maintenance functions on State Highways (as defined in Section 24 of the Streets and Highway Code) within CITY's jurisdiction.
3. This Agreement is separate from DMA. Reimbursement to CITY for expenditures related to certain maintenance functions delegated to CITY under DMA and performed within BRT FACILITIES, which functions are specified in articles D(1), D(2), and (if applicable) D(3) below, will be through DMA. As used herein, DMA includes its successor agreements, if any.
4. PARTIES mutually desire to specify the respective operating and maintenance responsibilities of the PARTIES with respect to BRT FACILITIES, in particular the maintenance functions to be performed by CITY, and to specify the terms and conditions under which such work will be performed.
5. DMA sets authorized total dollar amounts based on STATE's standard level of service for maintenance. CITY, if CITY desires, may perform maintenance to a higher level of service, but STATE will not reimburse CITY for work in excess of the authorized dollar limits established in DMA.

B. AGREEMENT

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

1. Exhibit "A", attached hereto and incorporated by reference, consists of plan drawings that delineate the BRT FACILITIES to be constructed within the STATE right-of-way, which will be the responsibility of the CITY to maintain upon completion of construction.

When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of the State Highway herein described, which affects the PARTIES 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. CITY shall be responsible, including all costs related thereto, for operation, maintenance, protection, and repair of BRT FACILITIES. Said work at all times shall be conducted to assure safety and convenience of State Highway users. Said work and BRT FACILITIES shall be subject to random inspection by STATE as to safety conditions affecting STATE's highway facilities, and CITY shall, upon notice from STATE that an unsafe condition exists, take immediate steps to correct such unsafe conditions. If CITY fails to perform after such notice from STATE, STATE shall immediately take necessary corrective action, and CITY shall be billed and shall pay all reasonable costs for such corrective work performed by STATE. CITY's obligation to pay for the costs of such corrective work shall not apply if the unsafe condition is caused by STATE. Such inspection by STATE, if performed at all, does not relieve CITY of its responsibilities under this Agreement.
3. CITY shall maintain the areas designated in Exhibit A, which maintenance functions are further described hereinafter in Section D.
4. Rights granted to CITY under this Agreement are restricted to maintenance and operation of BRT FACILITIES. Any other use or presence by CITY or CITY's authorized contractors not otherwise authorized by DMA or Permit No. _____ will require that a separate encroachment permit be issued to that party from STATE.
5. CITY shall not use or permit the public to use, without a separate encroachment permit issued by STATE, BRT FACILITIES in any manner that will interfere with or impair the primary use of BRT FACILITIES as a bus transit facility.
6. STATE reserves its right to use those areas within STATE's right-of-way occupied by BRT FACILITIES for future construction, reconstruction, expansion, modification, or maintenance purposes without restriction or reimbursement to any party should BRT FACILITIES be reconfigured, removed or closed.
7. An encroachment permit from the STATE will be required for third parties if CITY contracts out the maintenance of BRT FACILITIES to a contractor. Said contractor(s) shall be subject to the same inspections and responsibilities as specified herein for work performed directly by CITY.
8. CITY shall not erect signs of any kind within BRT FACILITIES, except such signs as may be necessary or appropriate in connection with the operation of the BRT FACILITIES,

including permitted advertising signs, or that are otherwise required by law. Such signs shall not be attached to or painted on any STATE freeway structures or facilities except by prior written consent of STATE.

9. STATE, at its sole discretion, may provide CITY with 30 days advance notification for STATE's maintenance work or 180 days advance notification for STATE's construction work effecting BRT FACILITIES traffic.

C. MAINTENANCE DEFINED

Maintenance is defined in Section 27 of the Streets and Highway Code.

D. MAINTENANCE FUNCTIONS

Maintenance functions of the BRT FACILITIES are at CITY's sole expense, unless otherwise specified, and are as follows:

1. PAVEMENT MAINTENANCE

CITY shall be responsible for pavement maintenance, such as, pothole repair, sweeping, and debris removal of the paved surface when necessary. STATE shall reimburse CITY for pavement maintenance in accordance with and up to the authorized expenditure for programs HM1A and HM1B in DMA for Route 101(b). CITY's expenditures in excess of the authorized expenditures specified in DMA for programs HM1A and HM1B for Route 101(b) shall be at CITY's own expense. STATE will not maintain or pay for the maintenance of any pavement surface painting or pigmentation, which will be at CITY's sole expense.

2. LITTER AND GRAFFITI

CITY shall be responsible for maintaining bus lanes, platforms, and landscaping areas designated in Exhibit A in a condition free of litter, debris (including all broken glass), and graffiti. STATE shall reimburse CITY for litter removal in accordance with and up to the authorized expenditure for program HM2D in DMA for Route 101(b). CITY's expenditures in excess of the authorized expenditures specified in DMA for program HM2D for Route 101(b) shall be at CITY's own expense.

3. SIGNS

CITY shall be responsible for the maintenance and the installation of signage necessary for the direction and operation of BRT FACILITIES.

4. STRIPING

CITY shall maintain all striping and pavement markings required for the direction and operation of BRT FACILITIES traffic.

5. LIGHTING

CITY shall maintain electrical installations required for public safety located within BRT FACILITIES. CITY will maintain and pay 100% of maintenance and operations costs, including electrical energy costs, of lighting and electrical installations of BRT FACILITIES.

6. SAFETY DEVICES

CITY shall be responsible for the maintenance, repair, replacement, and cleaning of safety devices located within BRT FACILITIES, including gates, fences, railing, guardrails, and markers.

7. LANDSCAPING AND GARBAGE COLLECTION

CITY shall be responsible for all landscaping, hardscaping (which includes, but is not limited to, planter boxes and wood, concrete, brick, or stone median paving), curbs, irrigation, and garbage collection services at BRT FACILITIES.

8. PASSENGER PLATFORMS

CITY shall maintain shelters, benches, passenger platforms, and their appurtenances. CITY shall also maintain electrical connections to these shelters for the purposes of providing lighting and/or transit information displays. Advertising displays, if any, are subject to federal and state laws and regulations.

9. TRAFFIC SIGNAL SYSTEMS AND SAFETY LIGHTING

Except for transit and emergency vehicle preemption devices, which shall be maintained by CITY at CITY's sole expense, CITY and STATE will participate in maintenance costs as provided under Program HM4K for Route 101(b) in Exhibit A to the DMA.

E. LEGAL RESPONSIBILITIES:

1. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or affect the legal liability of any 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.
2. 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 under this Agreement and arising by this Agreement. It is understood and agreed that, CITY will 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 or in connection with any work expressly conferred upon CITY by this Agreement.
3. 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 under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless CITY, and respective officers and employees thereof, 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 STATE under or in connection with any work expressly conferred upon STATE by this Agreement.
4. 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, or repair; or maintenance work under Labor Code 1771, CITY must conform to the provisions of Labor Code Sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. 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.
5. Prevailing Wage Requirements in Subcontracts
CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

6. Insurance

- (a) CITY is self insured. CITY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of this Agreement.
- (b) If the work performed under this Agreement is done by CITY's contractor(s), CITY shall require its contractor(s) to 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, 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 the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

F. EFFECTIVE DATE AND RIGHT TO TERMINATE

This Agreement shall be effective once fully executed by both PARTIES 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. Upon termination of this Agreement, CITY shall, at CITY's expense, return BRT FACILITIES to a condition equivalent to the condition existing prior to the execution of this Agreement, or to a condition acceptable to STATE.

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

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

MALCOLM DOUGHERTY
Director

MOHAMMED NURU
Director of Public Works

By: _____
NADER ESGHIPOUR
Deputy District Director, Maintenance

Approved as to form:

Approved as to form:

DENNIS J. HERRERA
City Attorney

By: _____
JOHN MALAMUT
Deputy City Attorney

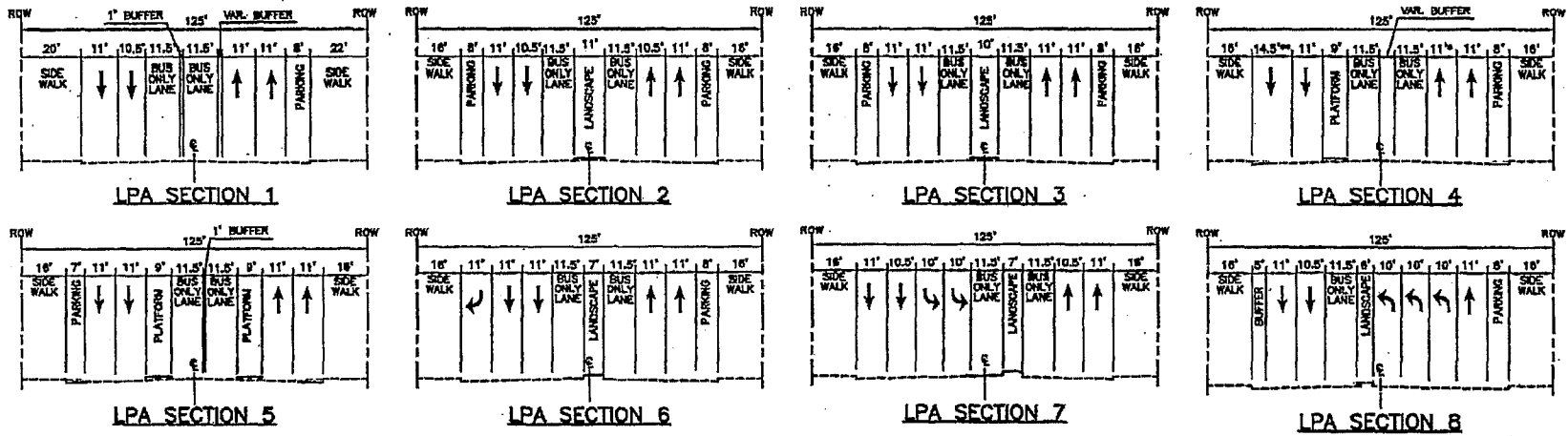
Attorney
Department of Transportation

Board of Supervisors
Resolution No. _____
Dated: _____

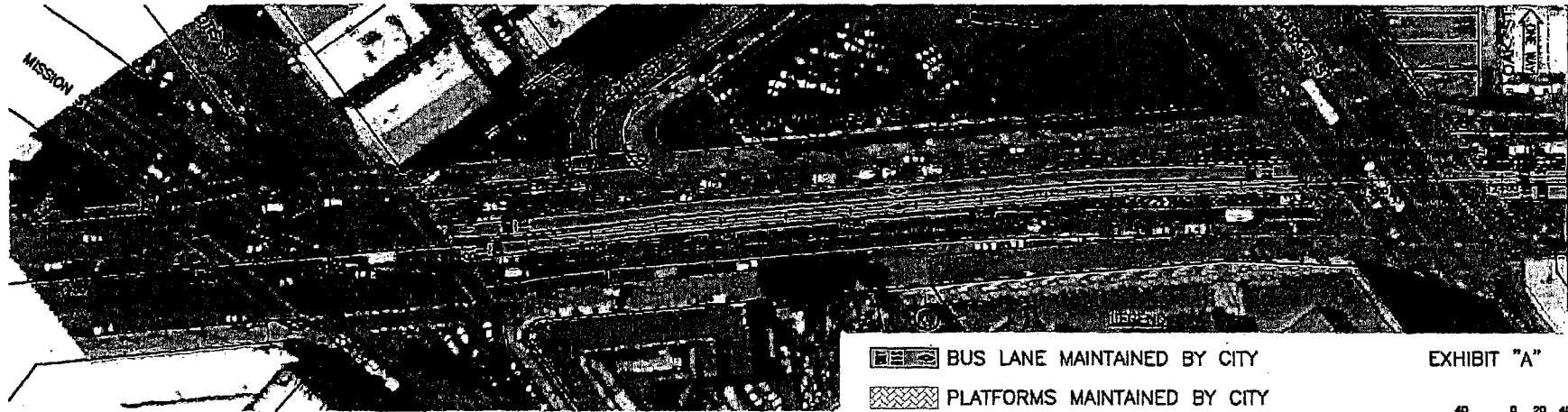
Attest:

Clerk of the Board

3886



* 10.5' BETWEEN McALLISTER ST AND GOLDEN GATE AVE, AND BETWEEN EDDY ST AND ELLIS ST.
 ** 18.5' BETWEEN McALLISTER ST AND GOLDEN GATE AVE, AND 15.5' BETWEEN EDDY ST AND ELLIS ST.






-  BUS LANE MAINTAINED BY CITY
-  PLATFORMS MAINTAINED BY CITY
-  LANDSCAPING MAINTAINED BY CITY

EXHIBIT "A"



MATCHLINE - SEE SHEET A1-2

BRT MAINTENANCE AGREEMENT WITH
 CITY AND COUNTY OF SAN FRANCISCO

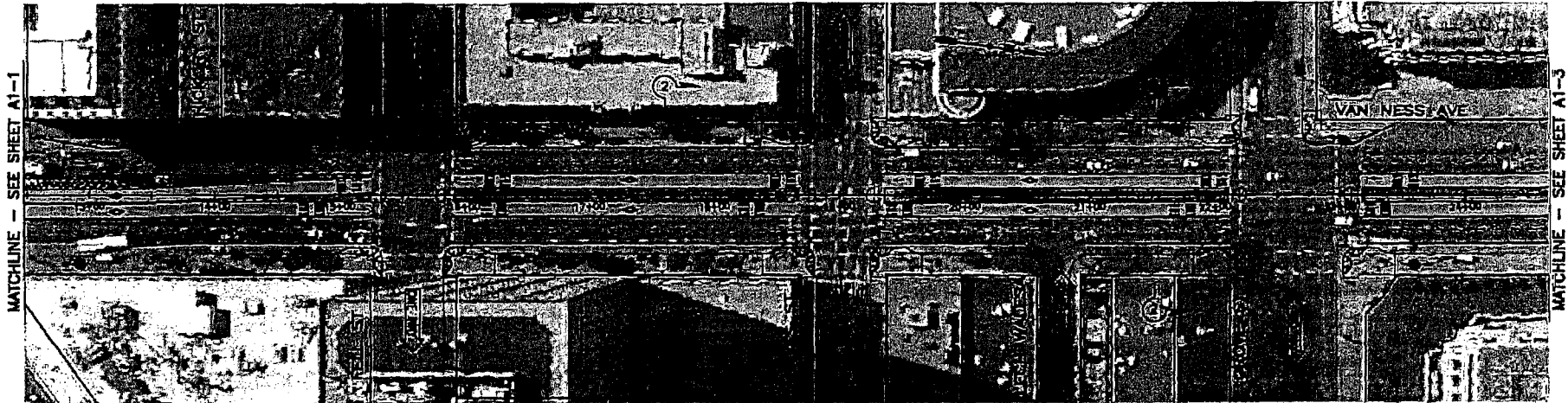
PROJECT NUMBER	SCALE	Van Ness Avenue Bus Rapid Transit Study	CONTRACT NO.
04-SF-101	1"=50'	PM T4.71/6.71	A1-1
Sheet 1 of 9			

REV.	DATE	DESCRIPTION	BY	APP.

TABLE OF REVISIONS
 CHECK NEXT TRACE TO SEE IF YOU HAVE LATEST REVISION

Jan 21, 2014 - 1:30pm (S) 1449966 - Van Ness (Drawing) (S) 04-SF-101-A1-1.dwg - 1444444444 - Approved.dwg

3690



LEGEND




-  BUS LANE MAINTAINED BY CITY
-  PLATFORMS MAINTAINED BY CITY
-  LANDSCAPING MAINTAINED BY CITY

EXHIBIT "A"



NO.	DATE	DESCRIPTION	BY	APP.

CHECK WITH TRACKING TO SEE IF YOU HAVE LATEST REVISION

REFERENCE INFORMATION SHEET NO. OF SURVEY
REFERENCE SHEET NO. OF SURVEY

BRT MAINTENANCE AGREEMENT WITH
CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE
	1"=80'
SECTION NUMBER	DATE

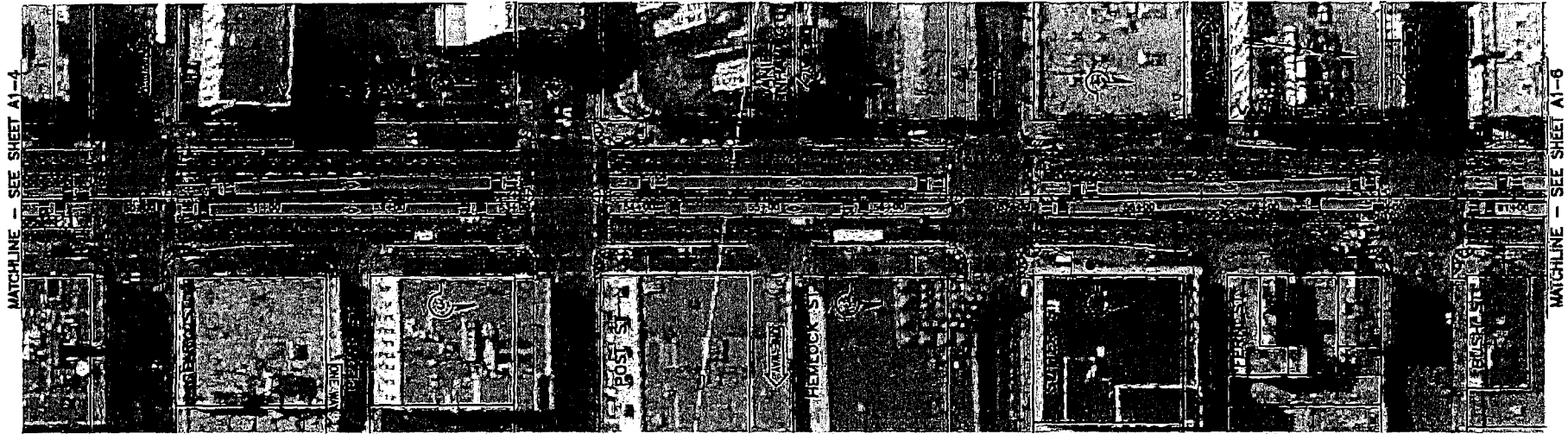
Van Ness Avenue
Bus Rapid Transit Study

04-SF-101 PM T4.71/6.71

CONTRACT NO.
DRAWING NO.
A1-2

Sheet 2 of 9

3693



LEGEND




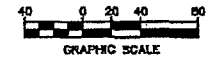
-  BUS LANE MAINTAINED BY CITY
-  PLATFORMS MAINTAINED BY CITY
-  LANDSCAPING MAINTAINED BY CITY

EXHIBIT "A"



REFERENCE INFORMATION & FILE NO. OF SURVEY	
NO.	DATE
DESCRIPTION	BY
CHECK WITH DRAWING TO SEE IF YOU HAVE LATEST REVISION	

BRT MAINTENANCE AGREEMENT WITH
CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE
SECTION ENGINEER	DATE

1"=80'

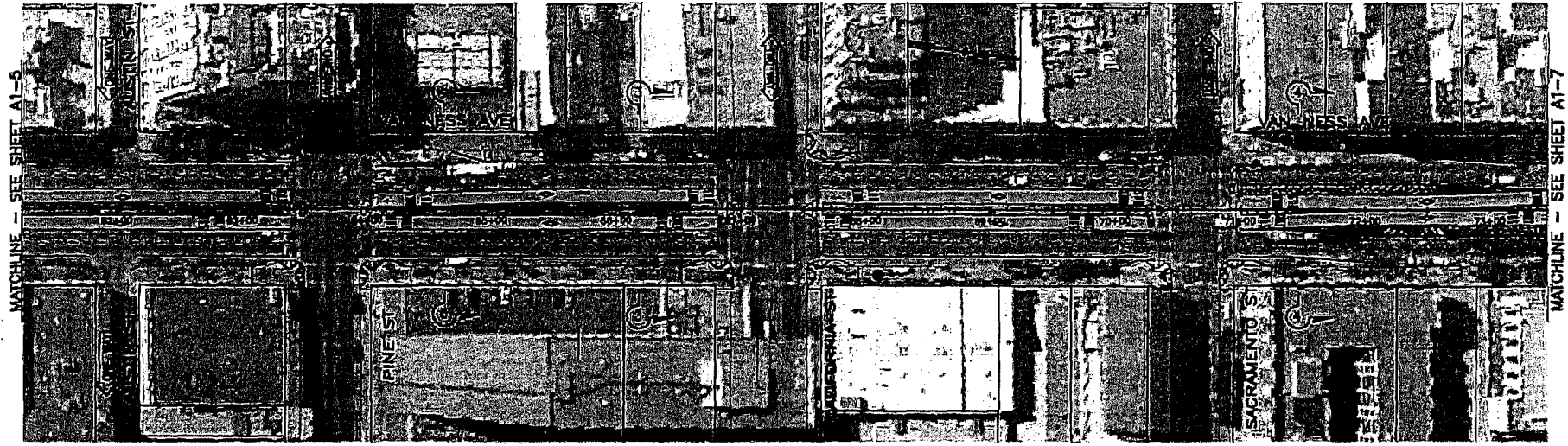
Van Ness Avenue
Bus Rapid Transit Study

CONTRACT NO.
DRAWING NO.

04-SF-101 PM T4.71/6.71

Sheet 5 of 9

3694



LEGEND




-  BUS LANE MAINTAINED BY CITY
-  PLATFORMS MAINTAINED BY CITY
-  LANDSCAPING MAINTAINED BY CITY

EXHIBIT "A"



NO.	DATE	DESCRIPTION	BY	APP.

TABLE OF REVISIONS
CHECK WITH DRAWING TO SEE IF YOU HAVE LATEST REVISION

REFERENCE INFORMATION
& FILE NO. OF BUREAU

REVISIONS
REV. NO. REV. BY

BRT MAINTENANCE AGREEMENT WITH
CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE
	1"=80'
SECTION ENGINEER	DATE

Van Ness Avenue
Bus Rapid Transit Study

04-SF-101 PM T4.71/6.71

CONTRACT NO.
DRAWING NO.
A1-6

Sheet 6 of 9

3696

MATCHLINE - SEE SHEET A1-7



MATCHLINE - SEE SHEET A1-9

LEGEND




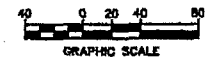
-  BUS LANE MAINTAINED BY CITY
-  PLATFORMS MAINTAINED BY CITY
-  LANDSCAPING MAINTAINED BY CITY

EXHIBIT "A"



Aug 31, 2016 - 10:00am (M, 10:00am) Van Ness (Green) (2016) (2016) - Maintenance Agreement

REV.	DATE	DESCRIPTION	BY	DATE

TABLE OF REVISIONS
CHECK WITH TRACKING TO SEE IF YOU HAVE LATEST REVISION

REFERENCE INFORMATION & FILE NO. OF SURVEY SPECIFICS (BY-DRAWN REV. #)

**BRT MAINTENANCE AGREEMENT WITH
 CITY AND COUNTY OF SAN FRANCISCO**

APPROVED	SCALE
	1"=50'
WORK NUMBER	DATE
04-SF-101	PM T4.71/6.71

**Van Ness Avenue
 Bus Rapid Transit Study**

CONTRACT NO.
DRAWING NO.
A1-BB
Sheet 8 of 9

3697

MATCHLINE - SEE SHEET A1-8



Note for Sheet 9:
 Pavement striping and marking on northbound State Route 101 between Filbert Street and Greenwich Street will be determined during BRT project design phase.

LEGEND




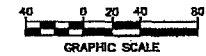
-  BUS LANE MAINTAINED BY CITY
-  PLATFORMS MAINTAINED BY CITY
-  LANDSCAPING MAINTAINED BY CITY

EXHIBIT "A"



NO.	DATE	DESCRIPTION	BY	APP.
TABLE OF REVISIONS				
CHECK WITH DRAWING TO SEE IF YOU HAVE LATEST REVISIONS				

BRT MAINTENANCE AGREEMENT WITH
 CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE
ACTION ORDERED	DATE
	1"=80'

Van Ness Avenue
 Bus Rapid Transit Study

CONTRACT NO.
DRAWING NO.
A1-9

04-SF-101 PM T4.71/6.71 Sheet 9 of 9

COOPERATIVE AGREEMENT

This agreement, effective on March 30, 2010, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Francisco County Transportation Authority, a public corporation referred to as AUTHORITY.

RECITALS

1. CALTRANS and AUTHORITY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement contributes toward the conversion of existing traffic lanes on Van Ness Ave (Route 101) into dedicated Bus lanes, referred to as PROJECT.
3. PARTNERS will cooperate to perform PA&ED for PROJECT.
4. There are no prior PROJECT-related cooperative agreements.
5. No PROJECT deliverables have been completed prior to this agreement.
6. The estimated date for COMPLETION OF WORK is March 1, 2011.
7. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

DEFINITIONS

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

CEQA – The California Environmental Quality Act (California Public Resources Code, sections 21000 et seq.) that requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

FHWA – Federal Highway Administration.

FTA – Federal Transit Administration.

FUNDING PARTNER – A partner who commits a defined dollar amount to WORK.

FUNDING SUMMARY - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

IQA – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA – The National Environmental Policy Act of 1969 that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

PA&ED (Project Approval and Environmental Document) – The project component that includes the activities required to deliver the project approval and environmental documentation for PROJECT.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to

achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout the project's lifecycle.

SCOPE SUMMARY – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

SHS – State Highway System.

SPONSOR(S) – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

STATE-FURNISHED MATERIAL – Any materials or equipment supplied by CALTRANS.

WORK – All scope and cost commitments included in this agreement.

RESPONSIBILITIES

8. AUTHORITY is SPONSOR for all WORK.
9. AUTHORITY is the only FUNDING PARTNER for this agreement. AUTHORITY's funding commitment is defined in the FUNDING SUMMARY.
10. AUTHORITY is IMPLEMENTING AGENCY for PA&ED.

SCOPE

Scope: General

11. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with CALTRANS STANDARDS and the San Francisco Department of Public Works Standard Plans, as appropriate,
12. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
13. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way per the SCOPE SUMMARY. CALTRANS retains the right to reject

noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.

14. AUTHORITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
15. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.
16. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
17. PARTNERS will invite each other to participate in the selection and retention of any future consultants who participate in WORK.
18. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work".

19. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.
20. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

21. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection. AUTHORITY will notify CALTRANS within twenty-four (24) hours of any discovery.
22. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e).

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law.

23. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.
24. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.
25. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
26. AUTHORITY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. AUTHORITY will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule.
27. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 MANAGEMENT ACTIVITIES.
28. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
29. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, permits, approvals, and agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
30. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written monthly progress reports during the implementation of WORK in that component.
31. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
32. IMPLEMENTING AGENCY for a project component may accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
33. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential

future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.

34. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.
35. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, FTA, and AUTHORITY will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

36. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.
37. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.
38. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
39. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

40. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: Project Approval and Environmental Document (PA&ED)

41. AUTHORITY is the CEQA lead agency. AUTHORITY will determine the type of environmental documentation required and will cause that documentation to be prepared.
42. All partners involved in the preparation of CEQA environmental documentation will follow the CALTRANS STANDARDS and the local guidelines that apply to the CEQA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser.
43. CALTRANS is the CEQA responsible agency and will review and comment, within 30 days, on all environmental documentation (including, but not limited to, studies and reports, CEQA-related public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.
44. FTA is the NEPA lead agency. FTA will prepare any needed NEPA environmental documentation or will cause that documentation to be prepared.
45. AUTHORITY will work with FTA to ensure that FTA invites FHWA to be a cooperating agency on PROJECT for NEPA environmental documentation.
46. All partners involved in the preparation of NEPA environmental documentation will follow FTA STANDARDS that apply to the NEPA process.
47. AUTHORITY will prepare the appropriate environmental documentation to meet CEQA requirements.
48. AUTHORITY will complete all documentation, including investigative studies and technical reports required to satisfy Public Resource Code section 5024. AUTHORITY will submit all said documentation to CALTRANS for CALTRANS review, comment and approval.
49. Any partner preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA lead agency for review, comment, and approval at appropriate stages of development prior to public availability.

If the CEQA lead agency makes any changes to the CEQA documentation, the CEQA lead agency will allow CALTRANS to review and comment within 30 days on those changes prior to the CEQA lead agency's approval and public availability.

50. AUTHORITY will prepare, publicize and circulate all CEQA-related public notices and will submit said notices to CALTRANS for review and comment within 30 days, prior to publication and circulation.

If the CEQA lead agency makes any changes to the notices, the CEQA lead agency will allow CALTRANS to review and comment within 30 days on those changes, prior to publication and circulation.

51. The CEQA lead agency will attend all CEQA-related public meetings.

AUTHORITY will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to CALTRANS for review and comment concurrence at least 10 working days prior to the public meeting date.

If the CEQA lead agency makes any changes to the materials, the CEQA lead agency will allow CALTRANS to review and comment on those changes three (3) working days prior to the public meeting date.

52. The partner preparing the environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.

53. AUTHORITY will coordinate the following resource agency permits, agreements, and/or approvals: Waste Discharge (NPDES) Permit and Regional Water Quality Control Board 401 Permit.

54. AUTHORITY will, if necessary, obtain the following resource agency permits, agreements, and/or approvals: Waste Discharge (NPDES) Permit and Regional Water Quality Control Board 401 Permit.

COST

Cost: General

55. SPONSOR(S) will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment to this agreement.
56. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.
57. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.

58. AUTHORITY, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found outside of existing SHS right of way.
59. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
60. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
61. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.
62. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
63. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.
64. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
65. Independent of WORK costs, AUTHORITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
66. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
67. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
68. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

69. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That partner may request reimbursement for these costs during the amendment process.

70. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
71. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.
72. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

Cost: Project Approval and Environmental Document (PA&ED)

73. The cost to prepare, publicize, and circulate all CEQA public notices is a WORK cost.
74. The cost to plan, schedule, prepare, materials for, host, and attend all CEQA public hearings is a WORK cost.

SCHEDULE

75. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

76. This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.
77. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
78. Any PARTNER who performs IQA does so for its own benefit and that PARTNER cannot be assigned liability due to its IQA activities.
79. Neither AUTHORITY 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 CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or arising under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or

actions of every name, kind, and description brought forth under, 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 CALTRANS under this agreement.

80. Neither CALTRANS 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 AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY or arising under this agreement.

It is understood and agreed that AUTHORITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 AUTHORITY under this agreement.

81. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.
82. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
83. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
84. A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
85. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
86. If any partner defaults in their agreement obligations, the non-defaulting partner(s) will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner(s) may initiate dispute resolution.
87. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of AUTHORITY will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

88. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
89. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.
90. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
91. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
92. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.
93. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

94. The following documents are attached to, and made an express part of this agreement:
SCOPE SUMMARY, FUNDING SUMMARY.
95. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:

Nidal Tuqan, Regional Project Manager

111 Grand Avenue #9-983

Oakland, California 94612

Office Phone: (510) 286-5542

Mobile Phone: (510) 715-7748

Fax Number: (510) 286-4987

Email: nidal_tuqan@dot.ca.gov

The primary agreement contact person for AUTHORITY is:

Rachel Hiatt, Senior Transportation Planner

100 Van Ness Avenue 26th Floor

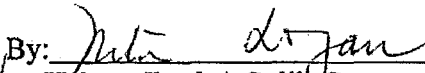
San Francisco, California 94102

Office Phone: (415) 522-4809


Email: rachel.hiatt@sfcta.org

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

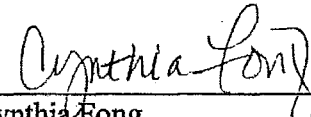
Acting for By: 
Helena (Lenka) Culik-Caro
Deputy District Director, Design

CERTIFIED AS TO FUNDS:

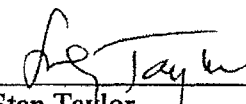
for By: 
Cynthia Stratton
District Budget Manager

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

By: 
Jose Luis Moscovich
Executive Director

By: 
Cynthia Fong
Deputy Director for Finance and
Administration

APPROVED AS TO FORM AND
PROCEDURE

By: 
Stan Taylor
Legal Counsel

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	AUTHORITY	N/A
2					Project Approval and Environmental Document (PA&ED) - 160, 165, 175, 180, 205	X	X	
	160				Perform Preliminary Engineering Studies and Draft Project Report	X	X	
		05			Updated Project Information		X	
		10			Engineering Studies		X	
		15			Draft Project Report		X	
		20			Engineering and Land Net Surveys		X	
		30			Environmental Study Request (ESR)		X	
		40			NEPA Delegation			X
		45			Base Maps and Plan Sheets for Project Report and Environmental Studies		X	
	165				Perform Environmental Studies and Prepare Draft Environmental Document		X	
		05			Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document		X	
		10			General Environmental Studies		X	
		15			Biological Studies		X	
		20			Cultural Resource Studies		X	
		25			Draft Environmental Document or Categorical Exemption/Exclusion		X	
			10		Section 4(F) Evaluation		X	
			20		Environmental Quality Control and Other Reviews	X	X	
			25		Approval to Circulate Resolution		X	
			30		Environmental Coordination		X	
			99		Other Draft Environmental Document Products		X	
		30			NEPA Delegation			X
		45			Required Permits During PA&ED Development		X	
		50			Permits During PA&ED Development		X	
			05		U.S. Army Corps of Engineers Permit (404)			X
			10		U.S. Forest Service Permit(s)			X
			15		U.S. Coast Guard Permit			X
			20		Department of Fish and Game 1600 Agreement(s)			X
			25		Coastal Zone Development Permit			X
			30		Local Agency Concurrence/Permit			X
			35		Waste Discharge (NPDES) Permit		X	
			40		U.S. Fish and Wildlife Service Approval			X
			45		Regional Water Quality Control Board 401 Permit		X	
			50		Updated Environmental Commitments Record			X
			55		NEPA Delegation			X

4	5	6	7	8	Description	CALTRANS	AUTHORITY	N/A
	175				Circulate Draft Environmental Document and Select Preferred Project Alternative Identification		X	
	180				Prepare and Approve Project Report	X	X	
		05			Final Project Report		X	
		10			Final Environmental Document		X	
			05		Approved Final Environmental Document		X	
				25	Statement of Overriding Considerations		X	
				30	CEQA Certification		X	
				40	Section 106 Consultation and MOA		X	
				45	Section 7 Consultation			X
				50	Final Section 4(F) Statement		X	
				55	Floodplain Only Practicable Alternative Finding		X	
				60	Wetlands Only Practicable Alternative Finding		X	
				65	Section 404 Compliance		X	
				70	Mitigation Measures		X	
			10		Public Distribution of Final Environmental Document and Respond To Comments		X	
			15		Final Right of Way Relocation Impact Document		X	
			99		Other Final Environmental Document Products		X	
		15			Completed Environmental Document		X	
			05		Record of Decision (NEPA)		X	
			10		Notice of Determination (CEQA)		X	
			20		Environmental Commitments Record		X	
			99		Other Completed Environmental Document Products		X	
		20			NEPA Delegation			X
	205				Obtain Permits, Agreements, and Route Adoptions		X	

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PA&ED	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	AUTHORITY	Local	\$1,950,000.00	\$1,950,000.00	\$0.00	\$1,950,000.00
		Subtotals by Component	\$1,950,000.00	\$1,950,000.00	\$0.00	\$1,950,000.00

3715



RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE COOPERATIVE AGREEMENTS BETWEEN THE SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR RECEIPT OF FEDERAL AND STATE FUNDS.

WHEREAS, Pursuant to Streets and Highways Code Section 114 and Government Code Section 14030, the San Francisco County Transportation Authority and the State of California acting through the California Department of Transportation (Caltrans) are authorized to enter into Cooperative Agreements for proposed improvements to State highways within the City and County of San Francisco; and

WHEREAS, from time to time certain federal and state funds are made available for transportation projects implemented by the Authority; and

WHEREAS, Caltrans administers the authorization and reimbursement of certain federal and state funds; and

WHEREAS, Caltrans requires the execution of cooperative agreements for the authorization and reimbursement of certain federal and state funds; and now, therefore, be it

RESOLVED, That the Authority hereby authorizes the Executive Director to execute cooperative agreements with Caltrans for federal and state funds administered by Caltrans.

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Ed Reiskin, Executive Director, Municipal Transportation Agency
Tiffany Bohee, Executive Director, Office of Community Investment and Infrastructure
John Rahaim, Director, Planning Department

FROM: Andrea Ausberry, Assistant Clerk, Land Use and Transportation Committee,
Board of Supervisors

DATE: August 4, 2015

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Land Use and Transportation Committee has received the following legislation, introduced by Public Works on July 28, 2015:

File No. 150776

Resolution approving a Freeway Operations and Maintenance Agreement with the State of California apportioning maintenance responsibilities for Highway 101/Van Ness Avenue and authorizing the Director of Public Works to execute said Agreement on behalf of the City.

If you have any additional comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c:

- Janet Martinsen, Local Government Affairs Liaison
- Kate Breen, Government Affairs Director
- Dillon Auyoung, Local Government Affairs Manager
- Viktoriya Wise, Chief of Staff, Sustainable Streets Division
- Claudia Guerra, Executive Assistant and Commission Secretary
- Natasha Jones, OCII
- Aaron Starr, Acting Manager of Legislative Affairs
- AnMarie Rodgers, Senior Policy Manager
- Scott Sanchez, Zoning Administrator
- Sarah Jones, Chief, Major Environmental Analysis
- Jeanie Poling, Environmental Planning
- Joy Navarrete, Environmental Planning

