

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

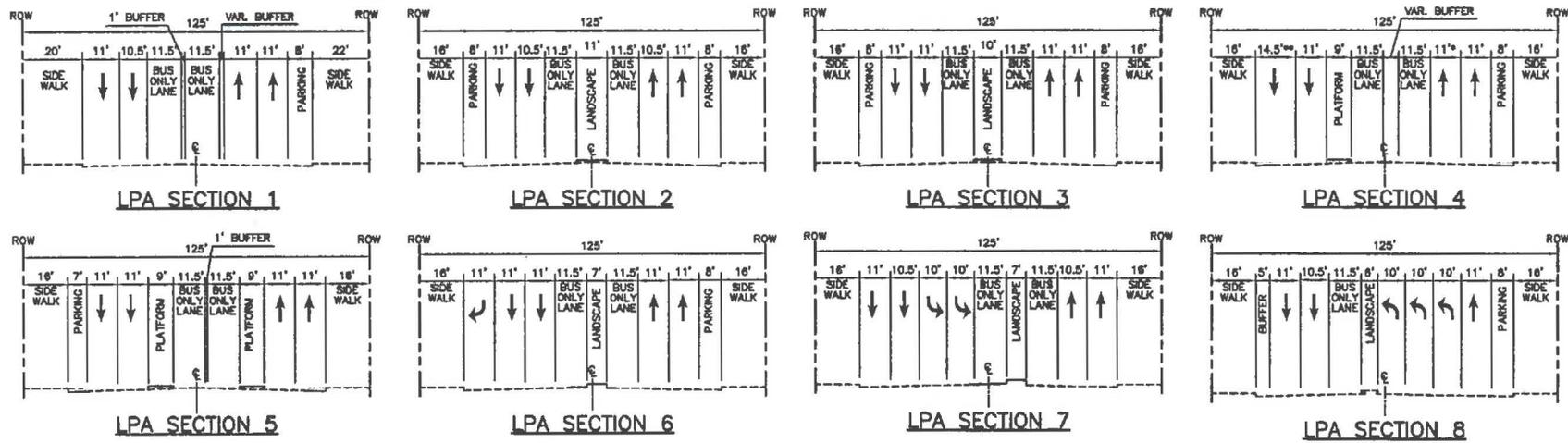
By: _____
JOHN MALAMUT
Deputy City Attorney

Attorney
Department of Transportation

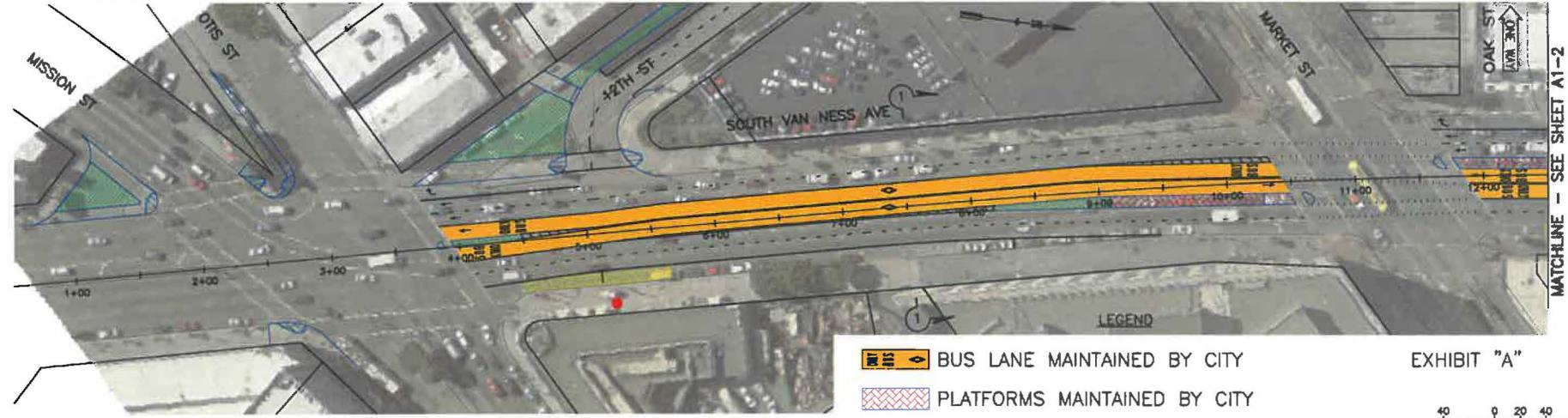
Board of Supervisors
Resolution No. _____
Dated: _____

Attest:

Clerk of the Board



* 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.



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

EXHIBIT "A"



Jan 31, 2014 - 1:23pm C:\Users\jg\Documents\Van Ness\VanNess\Drawings\BRT\BRT-Maintenance-Agreement.dwg

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

REFERENCE INFORMATION & FILE NO. OF DRAWING
SUPPRESSED BY-S4682 REV "F"

BRT MAINTENANCE AGREEMENT WITH
 CITY AND COUNTY OF SAN FRANCISCO

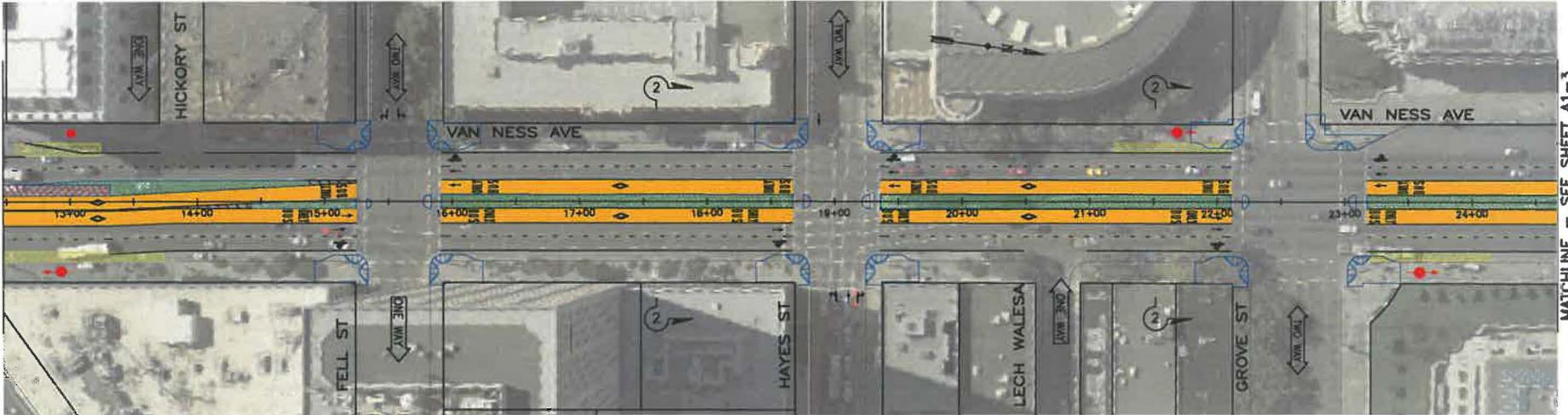
APPROVED	SCALE
SECTION ENGINEER	DATE
04-SF-101	PM T4.71/6.71

Van Ness Avenue
 Bus Rapid Transit Study

Sheet 1 of 9

CONTRACT NO.
DRAWING NO.
A1-1

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"



Jan 31, 2014 - 1:02pm @ V:\040005 - Van Ness\Drawings\CA\A1-02 - Maintenance Agreement.dwg

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

REFERENCE INFORMATION
& FILE NO. OF SURVEYS

SPURIOUS
STR-8488.2 REV "A"

BRT MAINTENANCE AGREEMENT WITH
CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE
SECTION CHIEF	DATE
04-SF-101	PM T4.71/6.71

Van Ness Avenue
Bus Rapid Transit Study

Sheet 2 of 9

CONTRACT NO.
DRAWING NO.
A1-2

MATCHLINE - SEE SHEET A1-2



MATCHLINE - SEE SHEET A1-4

LEGEND

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

EXHIBIT "A"



Jan 31, 2014 - 1:20pm (S:\Projects\14\140000\Van Ness\Drawings\A1\A1-3 - Maintenance Agreement.dwg)

NO.	DATE	DESCRIPTION	BY	APP.
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CHECK WITH TRACKING TO SEE IF YOU HAVE LATEST REVISION				

REFERENCE INFORMATION
& FILE NO. OF SURVEY

SUPERCURVES
318-046L2 REV "F"

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.
A1-3

04-SF-101

PM T4.71/6.71

Sheet 3 of 9

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"



Jan 31, 2014 - 1:25pm R:\Projects\04-SF-101\04-SF-101-PM-T4.71-6.71-Maintenance Agreement.dwg

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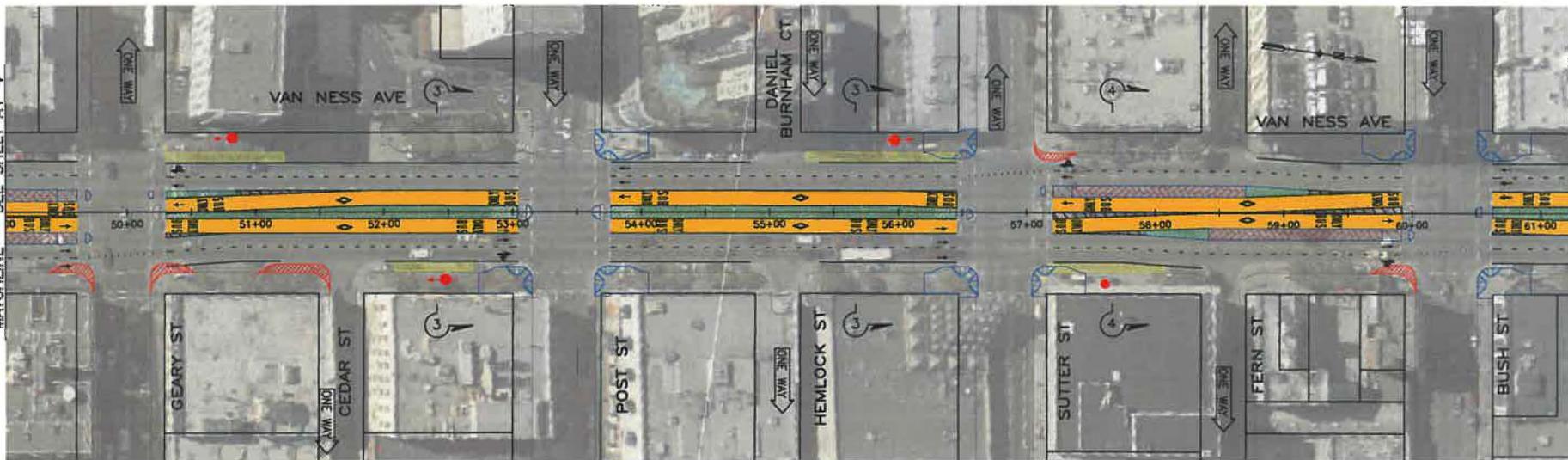
REFERENCE INFORMATION & FILE NO. OF SURVEYS
SUPERCURVES STR-04812 REV "C"

BRT MAINTENANCE AGREEMENT WITH
CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE	Van Ness Avenue Bus Rapid Transit Study	CONTRACT NO.
SECTION ENGINEER	DATE		1"=80'
04-SF-101		PM T4.71/6.71	Sheet 4 of 9

MATCHLINE - SEE SHEET A1-4

MATCHLINE - SEE SHEET A1-6



LEGEND

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

EXHIBIT "A"



31, 2014 - 1:28pm R:\Projects\Van Ness\Drawings\Van Ness\BRT-Maintenance-Agreement.dwg

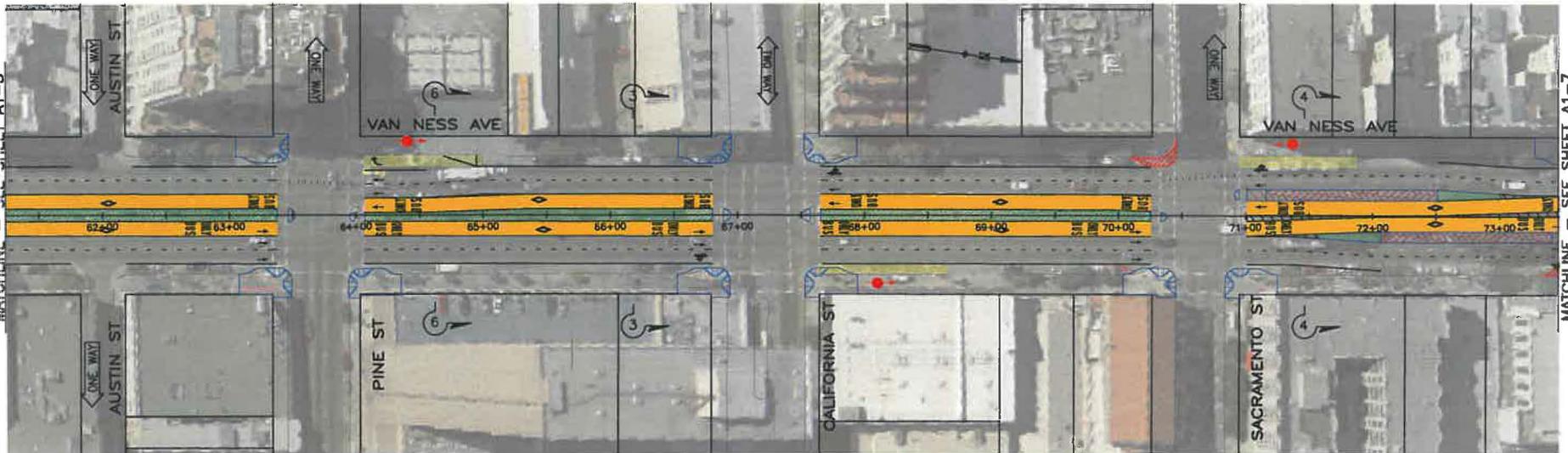
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SUPERSEDES			
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TABLE OF REVISIONS			
CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION			

BRT MAINTENANCE AGREEMENT WITH
CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE	Van Ness Avenue Bus Rapid Transit Study	CONTRACT NO.
DIRECTOR ENGINEER	DATE		1"=80'
04-SF-101		PM T4.71/6.71	Sheet 5 of 9

MATCHLINE - SEE SHEET A1-5

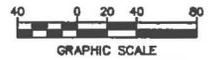
MATCHLINE - SEE SHEET A1-7



LEGEND

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

EXHIBIT "A"



Jan 31, 2014 - 1:02pm R:\044804 - New_Ness\Drawings\CA\100-MapInformation.dwg

REFERENCE INFORMATION & FILE NO. OF SURVEYS			
SUPERSEDES STR-5486.2 REV "A"			
NO.	DATE	DESCRIPTION	BY APP.
TABLE OF REVISIONS			
CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION			

BRT MAINTENANCE AGREEMENT WITH
CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE	Van Ness Avenue Bus Rapid Transit Study	CONTRACT NO.
SECTION ENGINEER	DATE		1"=80'
04-SF-101		PM T4.71/6.71	Sheet 6 of 9

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"



Jan 31, 2016 - 1:28pm RE: M48804 Van Ness/Drainage/CA/103-46466666 Agreement.dwg

REFERENCE INFORMATION & FILE NO. OF SURVEYS			
NO.	DATE	DESCRIPTION	BY APP.
TABLE OF REVISIONS			
CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION			

BRT MAINTENANCE AGREEMENT WITH
CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE	Van Ness Avenue Bus Rapid Transit Study	CONTRACT NO.
SECTION ENGINEER	DATE		1"=80'
04-SF-101		PM T4.71/6.71	Sheet 7 of 9

Jan 31, 2016 - 1:26pm R:\MapInfo\Van Ness\Drawings\DWG\BRT-Maintenance Agreements.dwg

MATCHLINE - SEE SHEET A1-7

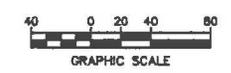


MATCHLINE - SEE SHEET A1-9

LEGEND

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

EXHIBIT "A"



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

REFERENCE INFORMATION
& FILE NO. OF SURVEYS

SUPPERSEDES
SW-84862 REV "A"

BRT MAINTENANCE AGREEMENT WITH
CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE
SECTION ENGINEER	DATE
	1"=80'

Van Ness Avenue
Bus Rapid Transit Study

04-SF-101 PM T4.71/6.71

CONTRACT NO.
DRAWING NO.
A1-88

Sheet 8 of 9

MATCHLINE - SEE SHEET A1-8

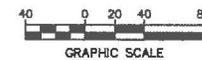


Note for Sheet 9:
 Pavement striping and marking on northbound State Route 101 between Filbert Street and Greenwich Street will be determined during BRT project design phase.

LEGEND

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

EXHIBIT "A"



Jan. 21, 2014, 11:59am I:\Projects\104\Van Ness\Drawings\Civil\BRT-Maintenance Agreement.dwg

TABLE OF REVISIONS	
NO.	DATE

REFERENCE INFORMATION & FILE NO. OF SURVEYS
SUPERSEDED SRI-SAGLS REV "A"

BRT MAINTENANCE AGREEMENT WITH
 CITY AND COUNTY OF SAN FRANCISCO

APPROVED	SCALE
SECTION ENGINEER	DATE
04-SF-101	PM T4.71/6.71

Van Ness Avenue Bus Rapid Transit Study	CONTRACT NO.
1"=80'	DRAWING NO. A1-9
Sheet 9 of 9	

CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION