

File No. 100298

Committee Item No. 3

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

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

Board of Supervisors Meeting Date _____

Cmte Board

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

OTHER

(Use back side if additional space is needed)

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

Completed by: Alisa Somera Date May 21, 2010
Completed by: _____ Date _____

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

1 [Freeway Maintenance Agreement for the Bay Bridge Anchorage Security Measures.]

2
3 **Resolution approving a Freeway Maintenance Agreement with the State of California**
4 **apportioning maintenance responsibilities for the San Francisco-Oakland Bay Bridge**
5 **Beale Street anchorage security measures and authorizing the Director of Public Works**
6 **to execute said Agreement on behalf of the City.**

7
8 WHEREAS, After September 11, 2001, the City closed Beale Street, near the Beale
9 Street anchorage of the San Francisco-Oakland Bay Bridge, to vehicular traffic for security
10 purposes; and,

11 WHEREAS, To accommodate the City's desire to reopen Beale Street to public
12 vehicular traffic, a system of security measures (hereinafter referred to as "Measures") for the
13 Bay Bridge anchorage, consisting of barrier wall, perimeter fence, barrier posts, new sidewalk,
14 and other measures have been installed on the west side of Beale Street at said anchorage.
15 A diagram of such Measures is on File with the Clerk of the Board of Supervisors in File No.
16 100299 and is incorporated herein by reference; and,

17 WHEREAS, The Measures have been installed, and the State of California, acting by
18 and through its Department of Transportation ("State") and the Department of Public Works,
19 acting on behalf of the City and County of San Francisco, mutually desire to clarify the division
20 of maintenance responsibility for the improvement Measures within and outside of the freeway
21 limits; and,

22 WHEREAS, The State and City staff have negotiated a Freeway Maintenance
23 Agreement, a copy of which is on file with the Clerk of the Board of Supervisors in File No.
24 100299 and is incorporated herein by reference. Said Agreement establishes
25 maintenance responsibility for the above-mentioned Measures, including the structures, the

1 City streets or portions thereof, and landscaped areas within and outside the freeway limits;
2 and,

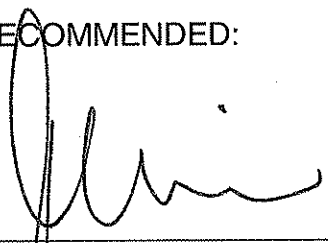
3 WHEREAS, The City will maintain the roadway section of Beale Street, including the
4 travel way, shoulder, curbs, sidewalks, drainage and lighting installations, and traffic service
5 facilities, while the State will maintain the vehicular undercrossing structure; and,

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

9 WHEREAS, The Board accepts the recommendations set forth in DPW Order No.
10 178,563 concerning said Agreement. A copy of the DPW Order is on file with the Clerk
11 of the Board of Supervisors in File No. 100299 and is incorporated herein by
12 reference; now, therefore, be it

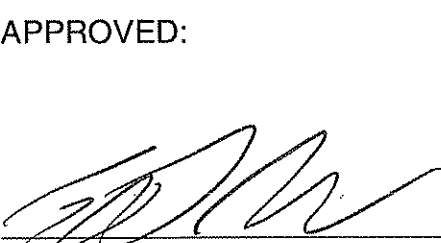
13 RESOLVED, That the Board of Supervisors approves the Freeway Maintenance
14 Agreement for the San Francisco-Oakland Bay Bridge Beale Street anchorage security
15 measures and authorizes the Director of Public Works to execute the Agreement with the
16 State.

17
18 RECOMMENDED:

19
20
21 

22 Fuad S. Sweiss
23 City Engineer and Deputy Director for
24 Engineering
25

APPROVED:



Edward D. Reiskin
Director, Department of Public Works



Gavin Newsom, Mayor
Edward D. Reiskin, Director

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

ORDER NO. 178,563

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

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

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

Oakland Bay Bridge Anchorage Freeway Maintenance Agreement:

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

Highway 101/280 Interchange Freeway Maintenance Agreement:

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

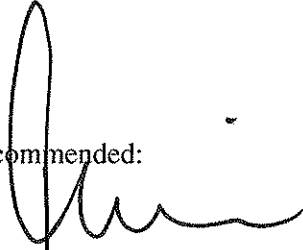
The following is hereby transmitted to the Board of Supervisors for your approval.

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

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

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

Recommended:



Fuad S. Sweiss
City Engineer and Deputy Director for Engineering

APPROVED March 1, 2010:



Edward D. Reiskin
Director

cc: Dept. File (2)
Board of Supervisors

FREEWAY MAINTENANCE AGREEMENT WITH CITY OF SAN FRANCISCO

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

RECITALS

1. WHEREAS, after September 11, 2001, Beale Street, near the CITY anchorage of the San Francisco-Oakland Bay Bridge ("SFOBB"), was immediately closed to vehicular traffic for security purposes; and
2. WHEREAS, to accommodate CITY's desire to reopen Beale Street to public vehicular traffic, a system of security Measures (hereinafter referred to as "MEASURES") for the SFOBB anchorage, consisting of barrier wall, perimeter fence, barrier posts and new sidewalk, has been installed on the west side of Beale Street at said anchorage as shown in Exhibit A; and
3. WHEREAS, both STATE and CITY now desire to clarify the division of maintenance responsibility for the MEASURES.

AGREEMENT

1. MAINTENANCE

Maintenance is defined in Section 27 of the Streets and Highways Code, in part, as follows:

- Sec. 27.
- (a) The preservation and keeping of rights-of-way, and each type of roadway, structure, safety convenience or device, planting, illumination equipment, and other facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.
 - (b) Operation of special safety conveniences and devices, and illuminating equipment.
 - (c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure, or facility.

2. Exhibit A

EXHIBIT A consisting of plan drawings that delineate the areas of responsibility for both STATE and CITY, is made an express part of this Agreement by this reference.

3. VEHICULAR UNDERCROSSING (BEALE STREET)

CITY, at CITY's expense, will maintain the lower roadway section of Beale Street, including the traveled way, shoulder, curbs, sidewalks, drainage and lighting installations, and traffic service facilities while STATE will maintain the vehicular undercrossing structure proper.

4. SECURITY MEASURES

- A. STATE, at STATE expense, will maintain the MEASURES perimeter fence and the structural integrity of the entire barrier post, barrier wall, and concrete planter, both inside and outside of STATE right of way.
- B. If CITY does not choose to use the planter for planting, STATE will fill up the planter.
- C. CITY will maintain the appearance on the CITY side of the barrier wall and perimeter fence, and the appearance of the barrier posts.

5. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of STATE highways different from the standard of care imposed by law.
- B. It is understood and agreed that neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work expressly conferred upon CITY by this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work expressly conferred upon CITY by this Agreement.
- C. It is understood and agreed that neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work expressly conferred upon STATE by this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all its officers and employees from all

claims, suits or actions of every name, kind and description brought forth under, including, but not limited to tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work expressly conferred upon STATE by this Agreement.

6. EFFECTIVE DATE

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

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

CITY AND COUNTY OF
SAN FRANCISCO

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Edward D. Reiskin
Director, Department of Public Works

RANDELL H. IWASAKI
Director of Transportation

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

By _____
NADER ESHGHIPOUR Date
Deputy District Director
Maintenance

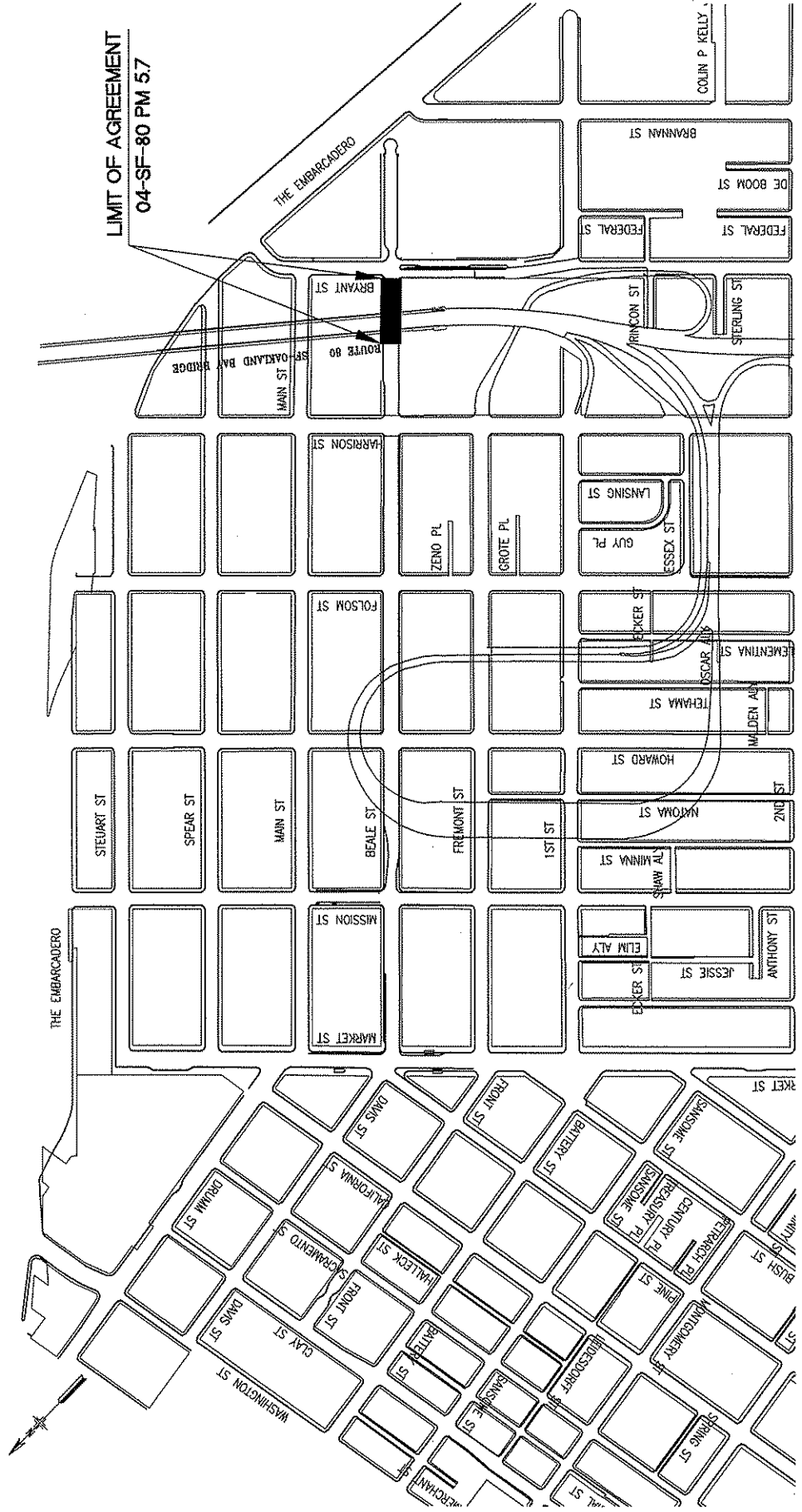
By: _____
John D. Malamut
Deputy City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

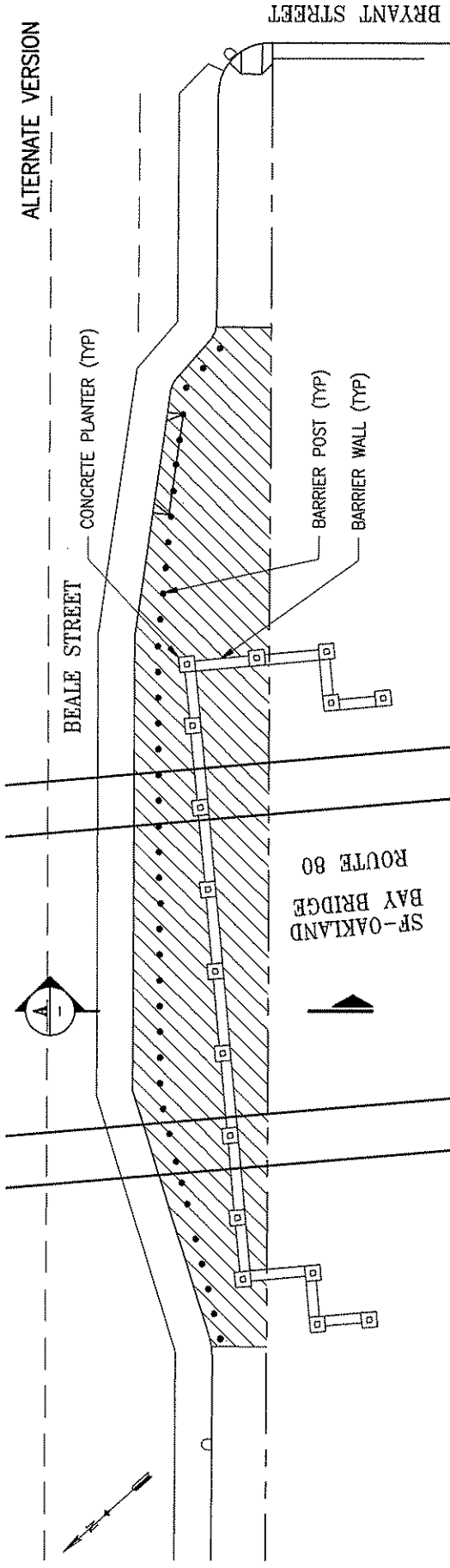
FREEWAY MAINTENANCE AGREEMENT

with the
CITY AND COUNTY OF SAN FRANCISCO

for
SAN FRANCISCO-OAKLAND BAY BRIDGE
BEALE STREET ANCHORAGE SECURITY MEASURES

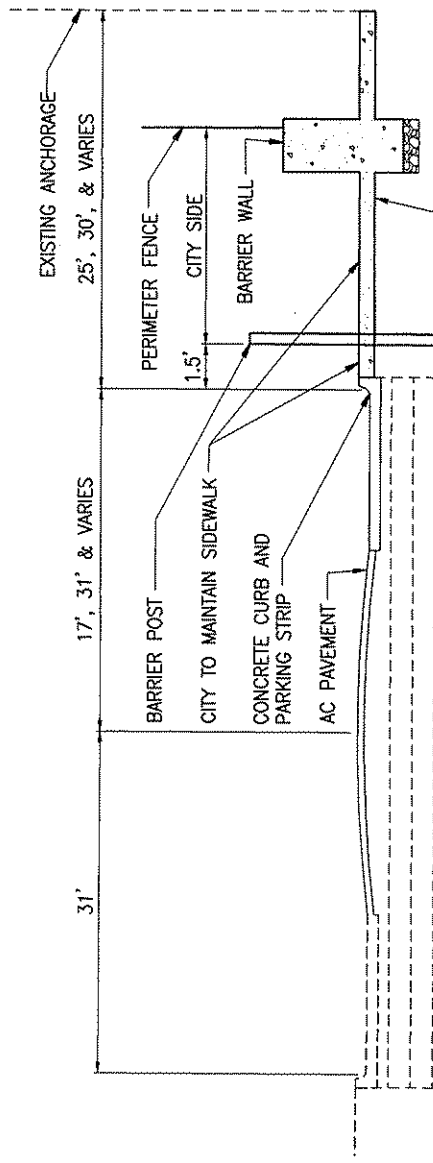


ALTERNATE VERSION



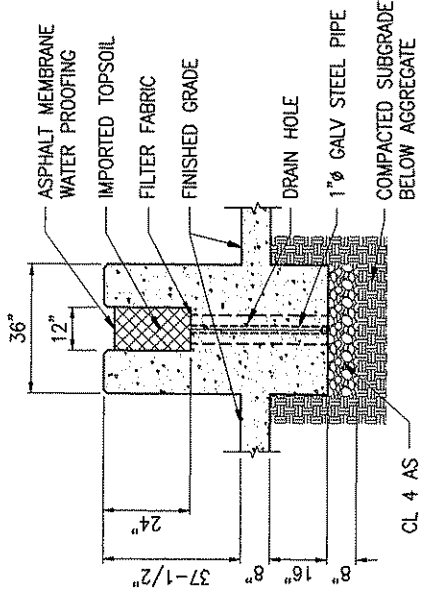
PLAN

SCALE: 1"=30'



SECTION

SCALE: NONE



CONCRETE PLANTER DETAIL

SCALE: NONE

LEGEND:



STATE RIGHT OF WAY
CCSF/DPW SHALL MAINTAIN THE SIDEWALK AND CURB ON ROADWAY SIDE OF FENCED AREA.
CALTRANS SHALL MAINTAIN THE BOLLARDS, BARRIER WALL, AND FENCE.

EXHIBIT A (PAGE 2 OF 2)
SAN FRANCISCO-OAKLAND BAY BRIDGE
BEALE STREET ANCHORAGE SECURITY MEASURES