

File No. 150716

Committee Item No. 10

Board Item No. 15

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance

Date October 21, 2015

Board of Supervisors Meeting

Date Oct. 27, 2015

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
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| <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 type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" 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 checked="" 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 October 16, 2015

Completed by: _____ Date _____

1 [Landscape Maintenance Agreement - State Highway Right-of-Way within San Francisco]

2
3 **Resolution approving a Landscape Maintenance Agreement with the State of California,**
4 **apportioning maintenance responsibilities for various locations within State Highway**
5 **right-of-way in San Francisco and authorizing the Director of Public Works to execute**
6 **said Agreement on behalf of the City.**

7
8 WHEREAS, The State began the Adopt-A-Highway Program in 1989 to allow
9 individuals, organizations, businesses, and government agencies to help maintain and
10 beautify sections of roadside within California's State Highway System; and

11 WHEREAS, The Department of Public Works has sponsored various community
12 groups to improve various landscape areas within State's Highway right-of-way; and

13 WHEREAS, The State permitted the City and County of San Francisco (the "City") to
14 install landscaping and related improvements within the State's Highway right-of-way through
15 State-issued encroachment permits (Adopt-A-Highway program and/or standard permits); and

16 WHEREAS, Many of these State encroachment permits have expired; and

17 WHEREAS, The State and the Department of Public Works, acting on behalf of the
18 City, mutually desire to continue the City's maintenance for such improvements constructed
19 pursuant to said encroachment permits within State Highway right-of-way; and

20 WHEREAS, The Director of Public Works issued DPW Order No. 183763, a copy of
21 which is on file with the Clerk of the Board of Supervisors in File No. 150716 and incorporated
22 herein by reference, recommending that the Board authorize the Director to enter into an
23 agreement with the State to maintain landscaping in the following areas:

<u>State Route</u>	<u>Description</u>
I-80	Off Ramp at Harrison & 8th Streets

- 1 I-280 Off Ramp at Brannan & 6th Streets
- 2 I-80 Dog Park at Bryant and Beale Streets
- 3 Hwy 101 Vermont Street Garden
- 4 Hwy 101 18th Street and San Bruno Avenue
- 5 Hwy 101 Fallen Bridge Mini park at 18th & Utah Streets
- 6 I-280 Progress Park near Indiana Street
- 7 I-280 Mission Terrace Bridge Garden
- 8 Hwy 101 25th & Kansas
- 9 I-280 18th Street and Pennsylvania Avenue
- 10 Hwy 101 McCoppin Hub Plaza; and,

11 WHEREAS, The intent of the Landscape Maintenance Agreement (the "Agreement") is
 12 to update and combine multiple locations under a single agreement to ensure the continued
 13 maintenance of these improvements as identified in a single consolidated document pursuant
 14 to the terms of various State encroachment permits. The abovementioned Agreement is on
 15 file with the Clerk of the Board of Supervisors in File No. 150716 and incorporated herein by
 16 reference; and

17 WHEREAS, The Agreement that is the subject of this Resolution, except as specifically
 18 provided for herein, does not affect the terms of prior written agreements, which include, but
 19 are not limited to, various agreements for maintenance of State Highways in the City; now,
 20 therefore, be it

21 RESOLVED, That the Board of Supervisors approves the Landscape Maintenance
 22 Agreement set forth in this Resolution and authorizes the Director of Public Works to execute
 23 this Agreement with the State; and, be it

24
 25

1 FURTHER RESOLVED, That the Board of Supervisors authorizes the City to assume
2 the maintenance responsibilities over the landscaping Improvements that are mentioned in
3 the Agreement under section 2(B); and, be it

4 FURTHER RESOLVED, That the Board of Supervisors delegates to the Director of
5 Public Works the authority to administratively approve minor amendments to the Agreement
6 as contemplated under Section 2(E) of the Agreement; and, be it

7 FURTHER RESOLVED, That the Board hereby directs the Clerk to send four (4)
8 certified copies of this Resolution to the State in care of Alireza Rezaee, Branch Chief of
9 Maintenance Agreements and District Communications Center, Division of Maintenance,
10 MS 4A Department of Transportation, P.O. Box 23660, Oakland, CA 94623-0660; and, be it

11 FURTHER RESOLVED, That within thirty (30) days of the Agreement being fully
12 executed by all parties, the Department of Public Works shall provide the final Agreement to
13 the Clerk of the Board for inclusion into the official file.

June 29, 2015



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
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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 you will find copies of a proposed resolution authorizing the Department of Public Works to enter into a master agreement with the State of California Department of Transportation (CALTRANS) for Landscape Maintenance in various locations of State Highway Rights of Way in the City and County of San Francisco.

Public Works has sponsored work by community groups to improve landscape areas within the State Highway Right of Way. The State has permitted these improvements through individual State issued Encroachment Permits. Public Works is proposing to combine these locations into a single agreement to ensure the continued maintenance of these improvements pursuant to the terms of the permits.

A list of locations that will be covered by the agreement is shown below:

<u>Location</u>	<u>State Route</u>	<u>Description of Location</u>
1.	I-80	Off Ramp at Harrison & 8 th Streets
2.	I-280	Off Ramp at Brannan & 6 th Streets
3.	I-80	Dog Park at Bryant and Beale Streets
4.	Hwy 101	Vermont Street Garden
5.	Hwy 101	18 th Street and San Bruno Avenue
5a.	Hwy 101	Fallen Bridge Mini park at 18 th & Utah Streets
6.	I-280	Progress Park near Indiana Street
7.	I-280	Mission Terrace Bridge Garden
8.	Hwy 101	25 th & Kansas
9.	I-280	18 th Street and Pennsylvania Avenue
10.	Hwy 101	McCoppin Hub Plaza

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2015 JUN 30 PM 12:57

u

The contact person for this legislation for San Francisco Public Works is Ramon Kong of the Infrastructure Division. He can be reached at 554-8280.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mohammed Nuru', written over a horizontal line.

Mohammed Nuru
Director

Attachments:

DPW Order No. 183763
Landscape Maintenance Agreement
Exhibit A of the Landscape Maintenance Agreement



DPW Order No: 183763

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 LANDSCAPE MAINTENANCE WITHIN STATE HIGHWAY RIGHT OF WAY 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

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This Order contains a master agreement for Landscape Maintenance within various locations of State Highway Right of Way in the City and County of San Francisco:

Landscape Maintenance Agreement:

The Department of Public Works has sponsored various community groups to improve various landscape areas within State Highway Right of Way. The State has permitted the landscape installations through individual State issued Encroachment Permits at the following locations:

<u>Location</u>	<u>State Route</u>	<u>Description</u>
1.	I-80	Off Ramp at Harrison & 8 th Streets
2.	I-280	Off Ramp at Brannan & 6 th Streets
3.	I-80	Dog Park at Bryant and Beale Streets
4.	Hwy 101	Vermont Street Garden
5.	Hwy 101	18 th Street and San Bruno Avenue
5a.	Hwy 101	Fallen Bridge Mini Park at 18 th & Utah Streets
6.	I-280	Progress Park near Indiana Street
7.	I-280	Mission Terrace Bridge Garden
8.	Hwy 101	25 th & Kansas
9.	I-280	18 th Street and Pennsylvania Avenue
10.	Hwy 101	McCoppin Hub Plaza

The agreement is to combine the locations under a single agreement to ensure the continued maintenance of these improvements pursuant to the terms of the Encroachment Permits.

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

1. Board Resolution on the Landscape Maintenance Agreement
2. Landscape Maintenance Agreement
3. Exhibit A of the Landscape Maintenance Agreement

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON VARIOUS ROUTE WITHIN THE CITY AND COUNTY OF SAN FRANCISCO**

THIS AGREEMENT is made effective this _____ day of _____, 20 __, 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" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Encroachment Permits.
2. This Agreement addresses CITY responsibility for the permitted improvements (collectively the "LANDSCAPING") placed within State Highway right of way on various State Routes, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

3. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 3.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
 - 3.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' Division of Maintenance's responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

4. CITY agrees, at CITY expense, to do the following:
 - 4.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN (Section 27 of the Streets and Highways Code) LANDSCAPING conforming to these plans and specifications (PS&E) pre-approved by STATE.
 - 4.2. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
 - 4.3. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 4.4. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 4.5. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 4.6. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 4.7. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 4.8. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
 - 4.9. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
 - 4.10. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District Maintenance at 111 Grand Avenue, Oakland, CA 94623

- 4.11. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive _____ condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
 - 4.12. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
 - 4.13. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
 - 4.14. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
 - 4.15. To MAINTAIN all sidewalks/bike paths within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING in an expeditious manner.
 - 4.16. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
 - 4.17. To allow random inspection of LANDSCAPING, street lighting systems, sidewalks/bike paths and signs by a STATE representative.
 - 4.18. To keep the entire landscaped area policed and free of litter and deleterious material.
 - 4.19. All work by or on behalf of CITY will be done at no cost to STATE.
5. STATE agrees to do the following:
- 5.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
 - 5.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
6. LEGAL RELATIONS AND RESPONSIBILITIES:
- 6.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third PARTIES not PARTIES to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

6.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

6.3. 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 arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY 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 and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

6.4. 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 arising under this Agreement. It is understood and agreed that CITY shall 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 this Agreement.

7. PREVAILING WAGES:

7.1. Labor Code Compliance- 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 section 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.

7.2. 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

8. INSURANCE

- 8.1. SELF-INSURED - 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 the Agreement.
- 8.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors 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 that shall be delivered to the STATE with a signed copy of this Agreement.
9. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
10. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet 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.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have 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.

THE CITY AND COUNTY OF
SAN FRANCISCO

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
MOHAMMED NURU Date
Director, Department of Public Works

MALCOLM DOUGHERTY
Director of Transportation

Approved as to form
DENNIS J. HERRERA, CITY Attorney

By: _____
NADER ESHGHIPOUR Date
Deputy District Director
District 04 Maintenance

By:

John D. Malamut Date
Deputy CITY Attorney

By: _____
CITY Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
MAINTENANCE AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO
04-SF-VAR

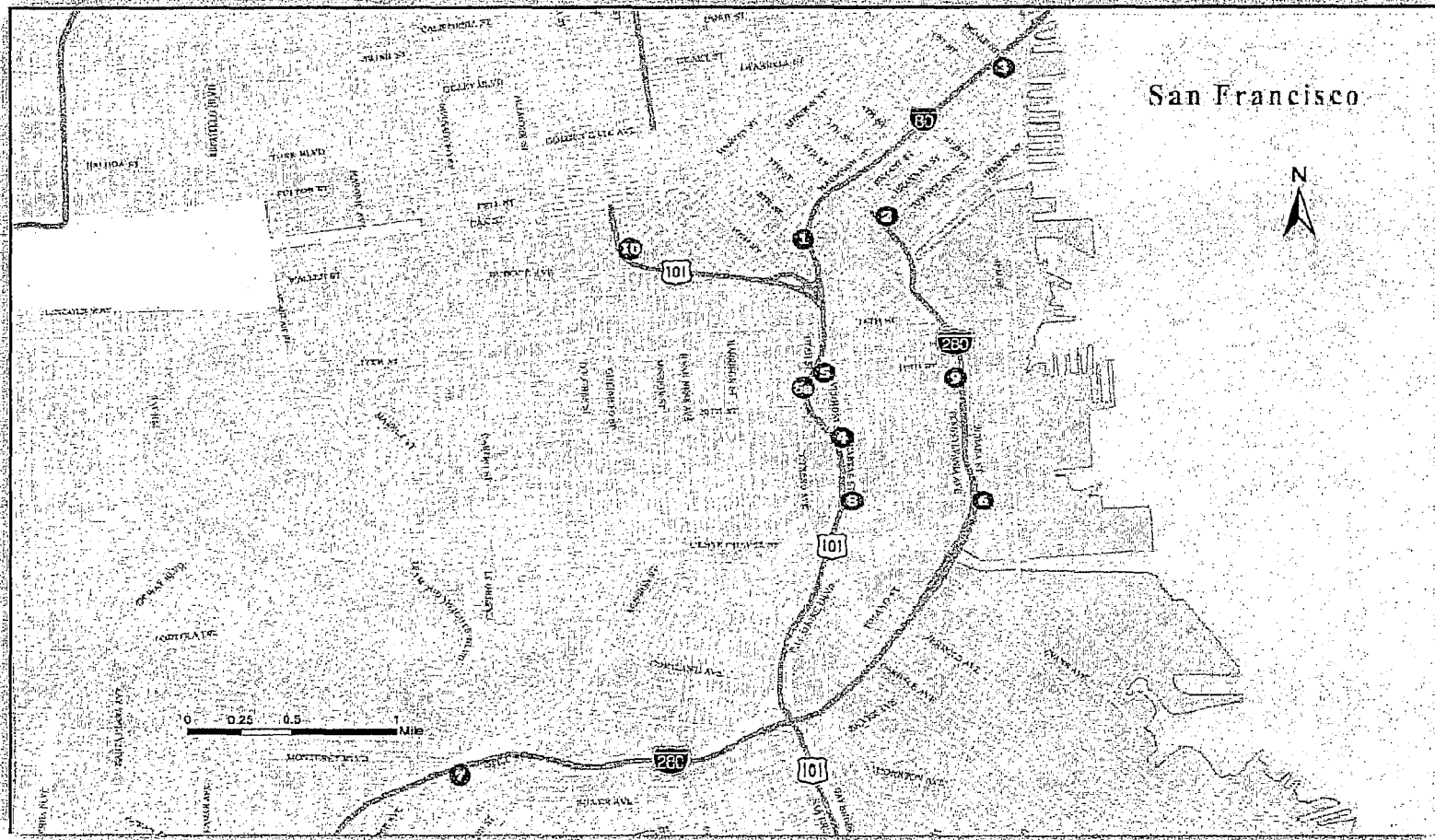
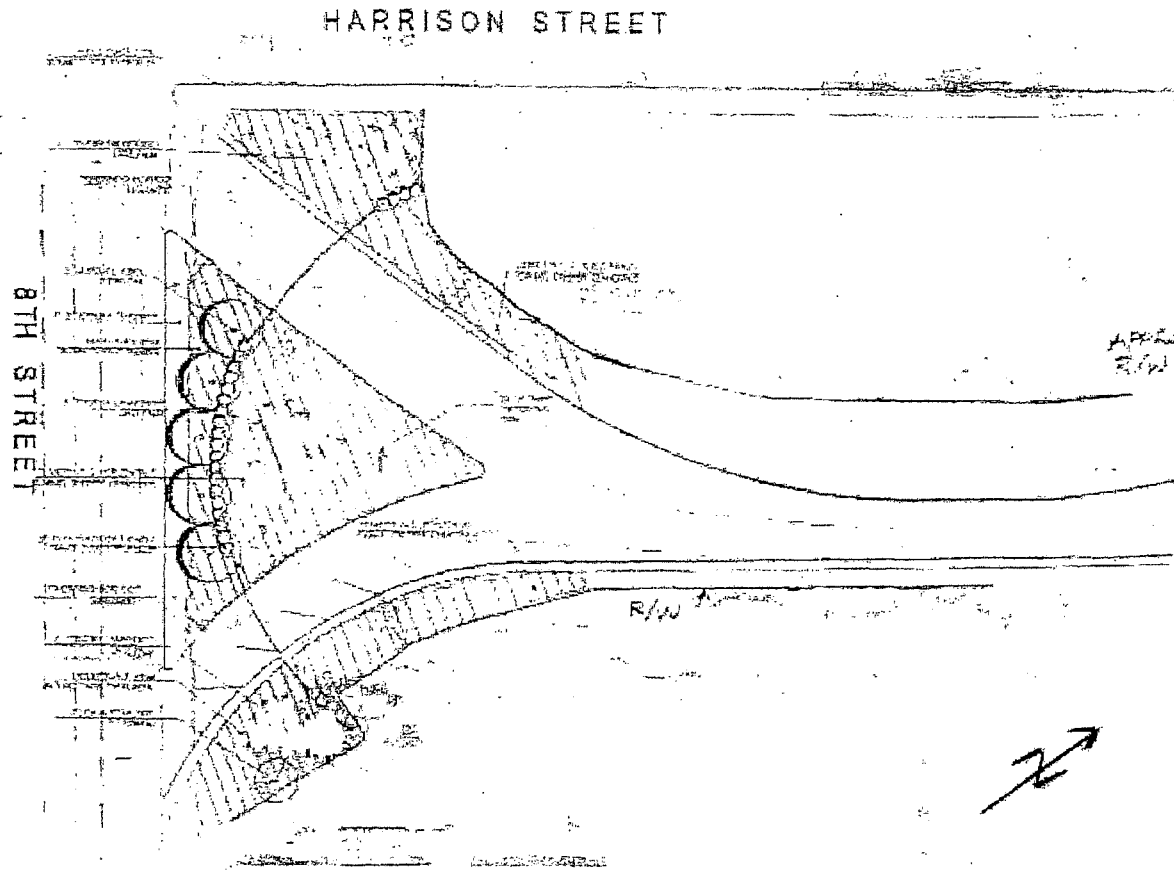


EXHIBIT A Sheet 1
LOCATION MAP
NO SCALE

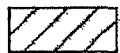
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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
MAINTENANCE AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO
04-SF-VAR



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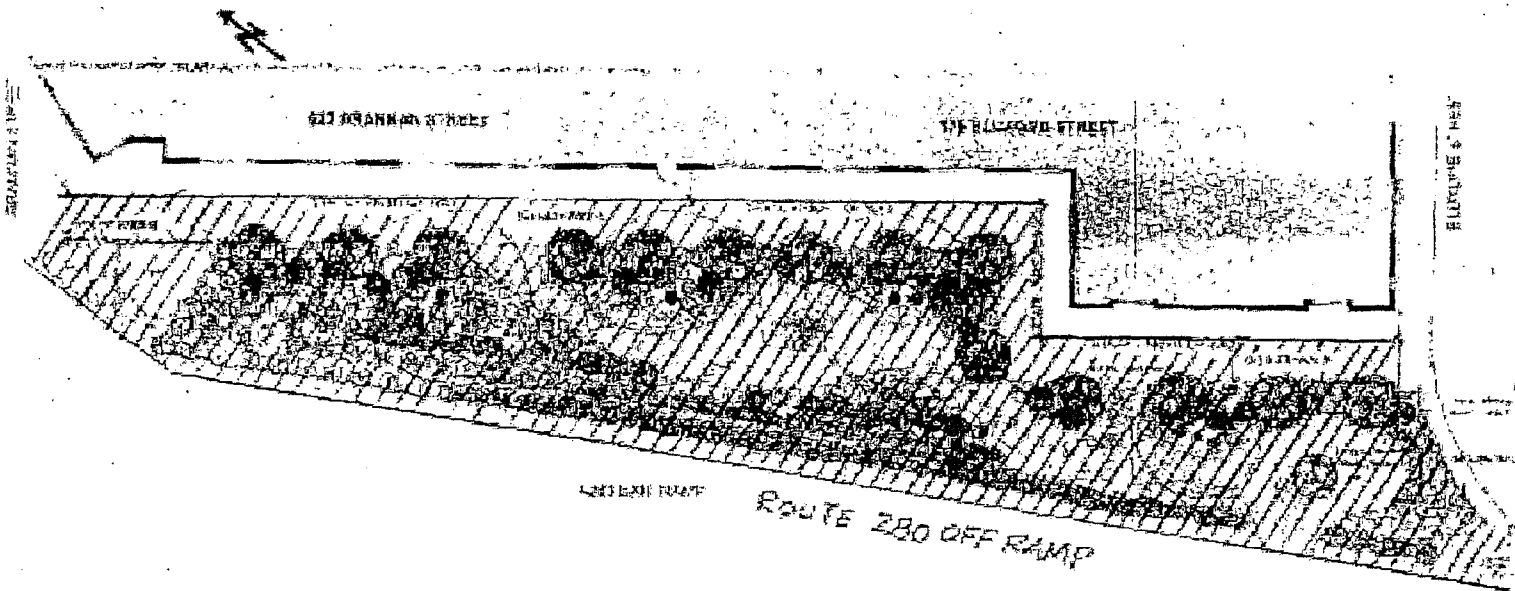
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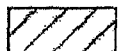
Landscaping to be maintained by CITY
Encroachment Permit # 0407-NAH0915
Off Ramp at Harrison Street/8th Street

EXHIBIT A Sheet 3
LOCATION # 1
04-SF-080-PM 4.4
NO SCALE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
MAINTENANCE AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO
04-SF-VAR



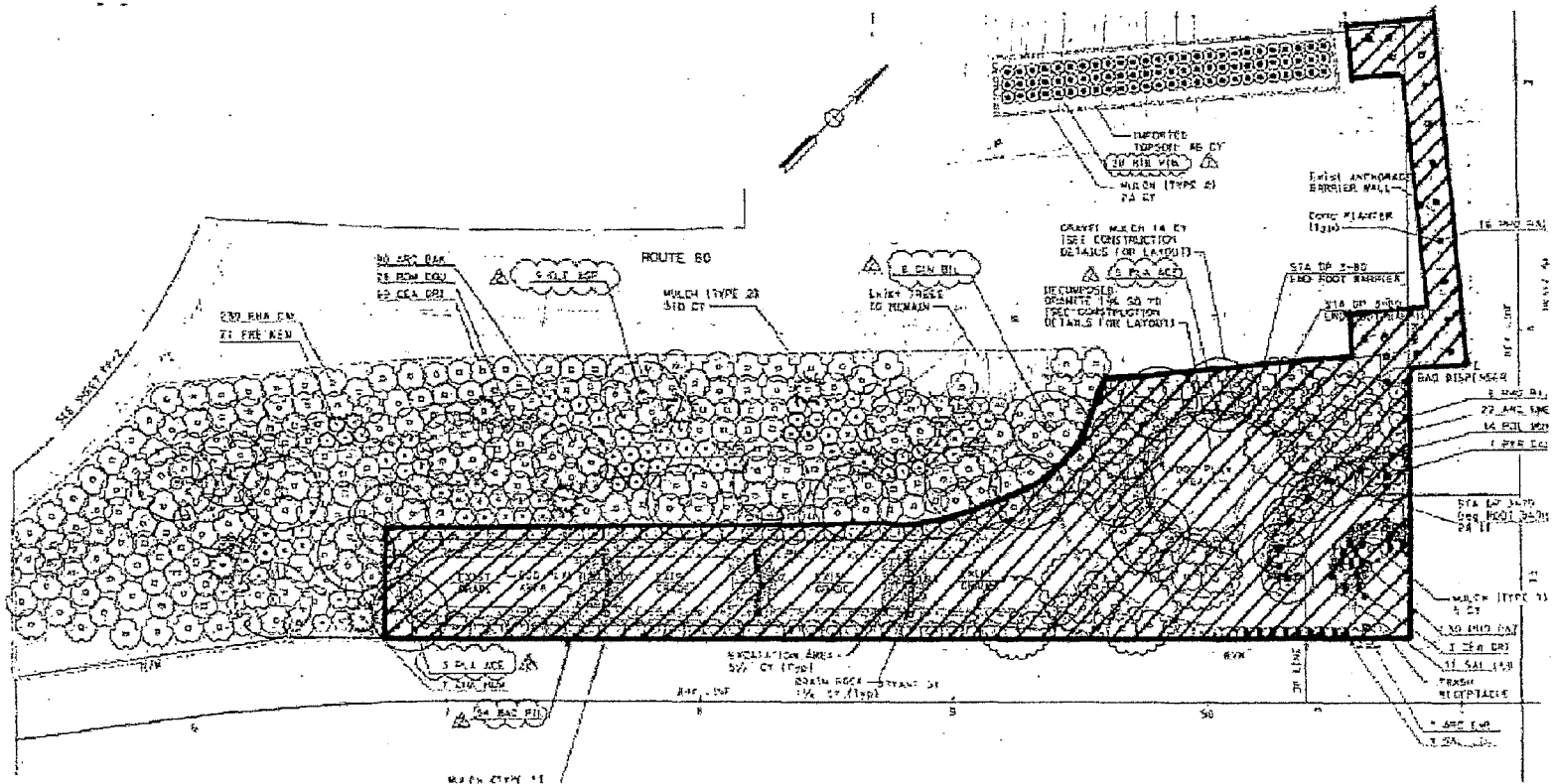
LEGEND:



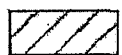
Landscaping to be maintained by CITY
Encroachment Permit # 0409-NLF1452/6DP1860
Ramp at Brannan Street/6th Street

EXHIBIT A Sheet 4
LOCATION # 2
04-SF-280-PM 7.5 Off
NO SCALE

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
MAINTENANCE AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO
04-SF-VAR



LEGEND:



Landscaping to be maintained by CITY
Dog Park at Bryant and Beale Streets

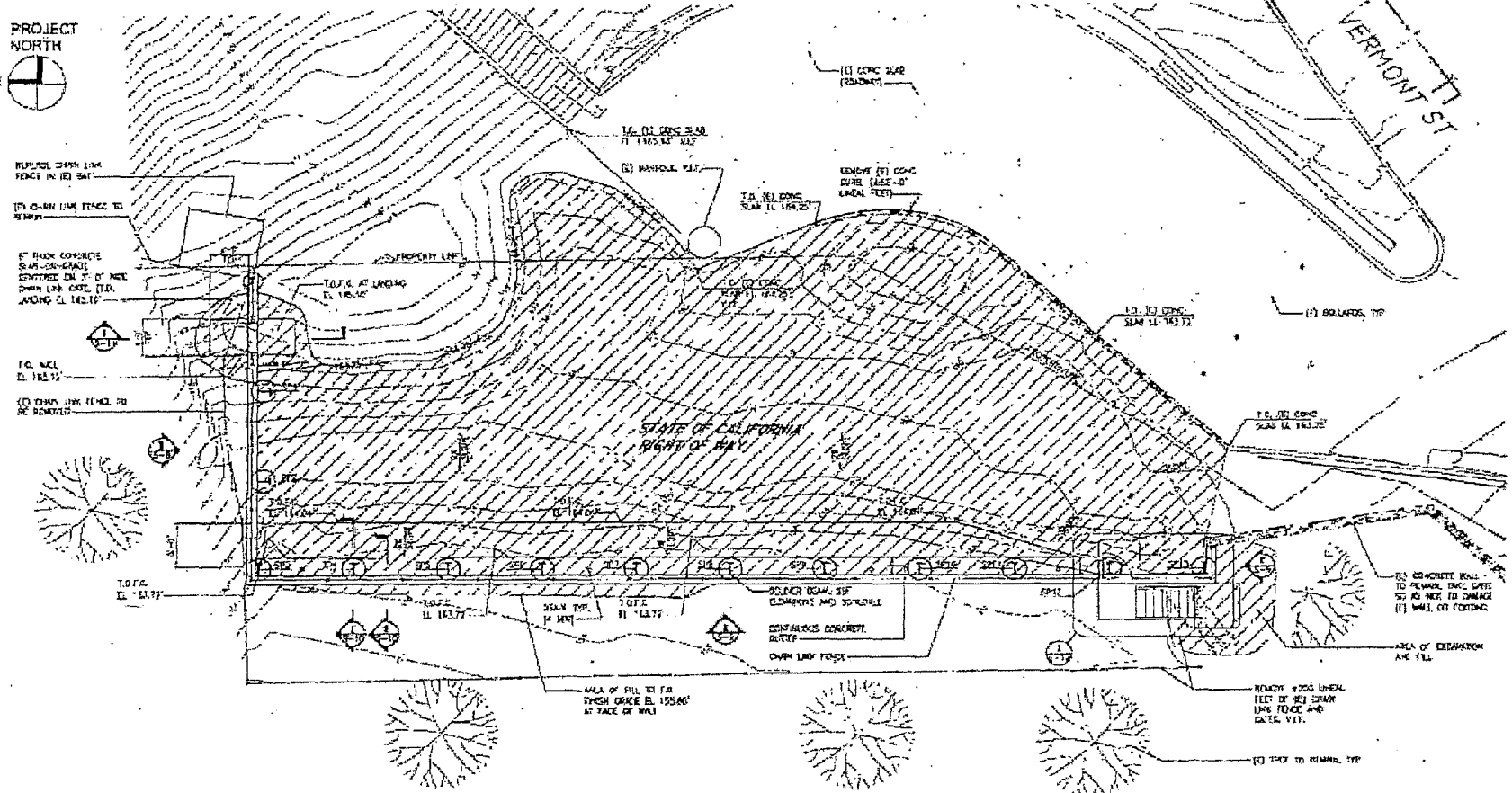
EXHIBIT A Sheet 5

LOCATION # 3

SF-80-PM 4.9/5.9

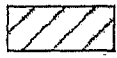
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STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
MAINTENANCE AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO
04-SF-VAR



793

LEGEND:



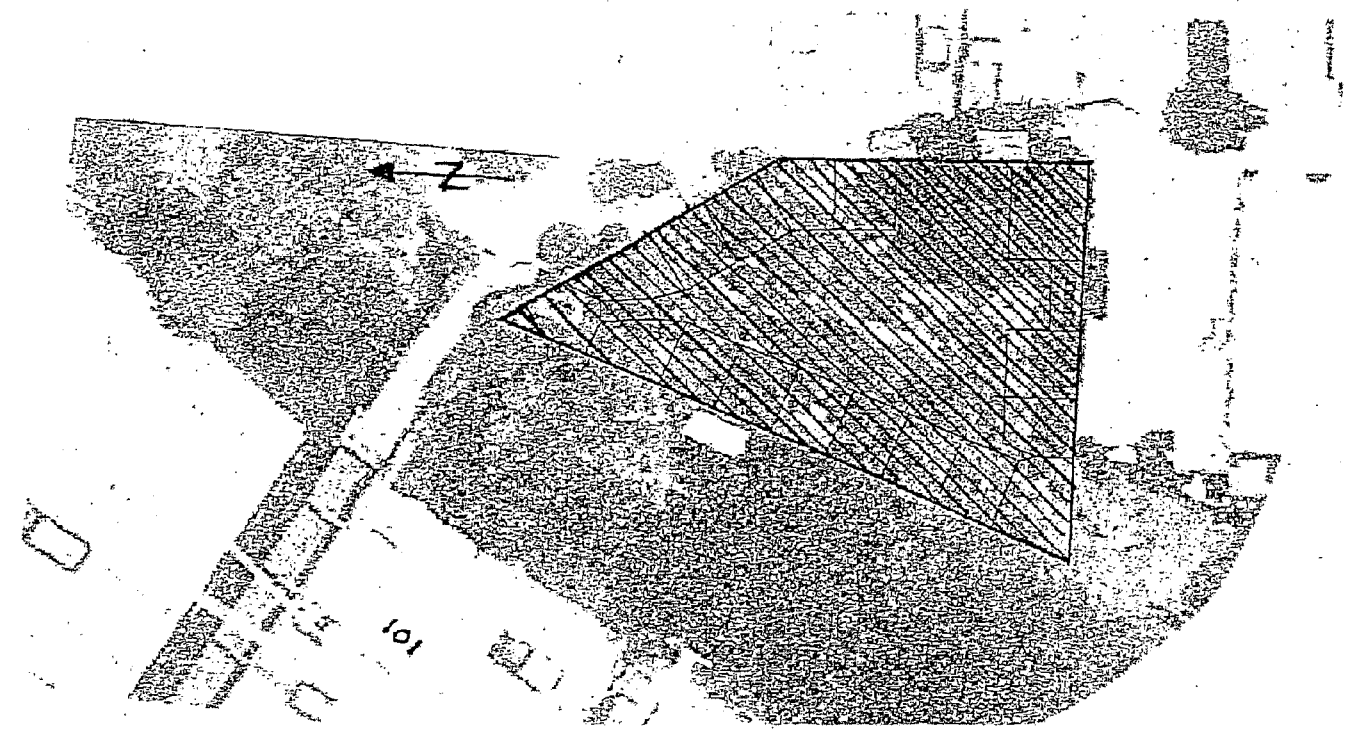
Landscaping to be maintained by CITY
Encroachment Permit # 0412-NMC0109
Vermont Street Garden

EXHIBIT A Sheet 6
LOCATION # 4
04-SF-101-PM 3.6
NO SCALE

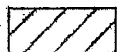
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
MAINTENANCE AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO
04-SF-VAR

18th St.

SAN BRUNO AVE.



LEGEND:



Landscaping to be maintained by CITY
Encroachment Permit # 0410-NAH0430
18th Street and San Bruno Avenue

EXHIBIT A Sheet 7
LOCATION # 5
04-SF-101-PM 3.9
NO SCALE