

1 [Maintenance Agreement - California Department of Transportation - Installation and
2 Maintenance of Transportation Art]

3 **Resolution approving a maintenance agreement between the City and County of San**
4 **Francisco and the California Department of Transportation (“Caltrans”) for the City’s**
5 **maintenance of artwork on right-of-way within Caltrans jurisdiction located at the**
6 **southeast corner of 17th Street and San Bruno Avenue, and southwest corner of 17th**
7 **Street and Vermont Street for the Potrero Gateway Public Art Project; and the City’s**
8 **indemnification of Caltrans for any claims occurring by reason of anything done or**
9 **omitted to be done by City under the agreement, effective upon approval of this**
10 **Resolution.**

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12 WHEREAS, The California Department of Transportation (“Caltrans”) issued a Letter of
13 Conditional Approval to the City to construct the art created by FUTUREFORMS (the “Art”)
14 within the State right of way along State Route 101 located at the southeast corner of 17th
15 Street and San Bruno Avenue, and southwest corner of 17th Street and Vermont Street (the
16 “Site”); and

17 WHEREAS, The Arts Commission approved the installation of the Art, which includes
18 new sculptures, under Resolution No. 0712-21-174; and

19 WHEREAS, The City and Caltrans agreed that before initiation of Art installation and
20 construction, the City and Caltrans would enter into an agreement for the maintenance of the
21 Art (the “Maintenance Agreement”); and

22 WHEREAS, The Maintenance Agreement must be approved and signed before
23 Caltrans will issue an Encroachment Permit to the City to construct the Art at the Site; and

24 WHEREAS, The Maintenance Agreement would clarify the division of maintenance
25 responsibilities as defined in Section 27 of the California Streets and Highways Code that

1 include, but are not limited to, providing emergency repair and maintenance of the Art at the
2 Site; and

3 WHEREAS, The Maintenance Agreement will include the City's responsibilities to
4 install, maintain, restore, or remove the Art at no cost to Caltrans; and

5 WHEREAS, The Maintenance Agreement will provide that the City will indemnify
6 Caltrans for any claims occurring by reason of anything done or omitted to be done by City
7 under the Maintenance Agreement; and

8 WHEREAS, A copy of the Letter of Conditional Approval and a copy of the
9 Maintenance Agreement are on file with the Clerk of the Board of Supervisors in File
10 No. 230716; now, therefore, be it

11 RESOLVED, That the Board hereby authorizes the Director of Public Works, acting on
12 behalf of the City and County of San Francisco, to enter into a Maintenance Agreement that
13 the City Attorney's Office has determined is substantially similar to the copy of the
14 Maintenance Agreement on file with Clerk of the Board of Supervisors in File No. 230716 and
15 is consistent with the terms set forth in this Resolution; and, be it

16 FURTHER RESOLVED, That within 30 days of the Maintenance Agreement being fully
17 executed by all parties, Public Works shall submit to the Clerk of the Board of Supervisors a
18 completely executed copy of the Agreement for inclusion in File No. 230716.

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