

**STAFF REPORT FOR CALENDAR ITEM NO.: 9.2  
FOR THE MEETING OF: May 14, 2020**

**TRANSBAY JOINT POWERS AUTHORITY**

**BRIEF DESCRIPTION:**

Authorize the Executive Director to execute the Project Specific Maintenance Agreement between the Transbay Joint Powers Authority (TJPA) and the California Department of Transportation (State) to provide for a mutual understanding of the maintenance responsibilities between the parties related to the TJPA's Bus Ramp facility and associated improvements.

**EXPLANATION:**

The TJPA has constructed the new transit center and associated facilities on the site of the former Transbay Terminal at 1st and Mission Streets in downtown San Francisco. The connectivity between the transit center and the State Route 80 (Bay Bridge) is an approximately 1600-foot-long infrastructure element commonly known as the Bus Ramp and referred to herein and in the Agreement as the "Project." The portions of the Project constructed within State owned right of way or directly affecting SR 80 and State facilities are referred to herein and in the Agreement as the "Improvements."

On July 3, 2014, the TJPA and the State executed District Cooperative Agreement Number 4-2463-C, wherein the parties consented to certain agreements relative to delivery of the Bus Ramp. The Cooperative Agreement provides that upon completion of the work, the TJPA will operate and maintain the Project at its own cost.

As contemplated by the 2014 Cooperative Agreement, staff have negotiated the Project Specific Maintenance Agreement (Agreement) enclosed herewith to identify the responsibilities of the TJPA and the State for maintenance in and around the Project. The scope of the TJPA's operation and maintenance responsibility consists of, but is not limited to, the following:

- Bridge/viaduct and ramp structure proper
- Roadways and pavement
- Sidewalks
- Retaining walls
- Lane markings and delineation
- Roadway signage
- Traffic service facilities including but not limited to: signal systems, flashers along the bus ramp, signs
- Lighting systems including parking lot lighting, and energy costs
- Security cameras and access control systems
- Metal beam guard railings
- Concrete barricades
- Security fences and gates

- Utilities and drainage systems including structural drainage system and structural utilities
- Graffiti abatement
- Trash and debris removal

Elements that are the responsibility of the State within the Bus Ramp area include full maintenance of the Bay Bridge Substation and the landscaping between the Bay Bridge and Harrison street on State right of way. (For clarity, please refer to Exhibit A of the attached Agreement.)

One element to note is the flashing beacons located on the Essex on ramp bus merge leading to the lower deck/east-bound direction of the Bay Bridge. AC Transit requested the addition of this element, which is located outside the Project limits on State right of way. It was designed in collaboration with the State, the Metropolitan Transportation Commission, San Francisco Municipal Transportation Agency and AC Transit. This element has a shared responsibility. The operation, maintenance, repair, replacement and energy costs of safety lighting, traffic signals, warning devices, and other necessary electrically operated traffic control devices that are part of the project, as well as energy costs and maintenance of the electrical feed, is a TJPA responsibility, while the maintenance costs of the Essex Street Flashing Beacon assemblies loop detectors, subpanel and controller cabinet located on State property outside the limits of the project is the State's responsibility. (Exhibit A, page 2, graphically depicts the responsibilities of the State and the TJPA related to the Essex Street onramp Flashing Beacon element.) The State requires the TJPA to indemnify the State for any claims resulting from any condition or defect of the flashing beacons resulting from the construction or use of these flashing beacons, including claims resulting from a failure to maintain or a failure of design or construction. Although not a standard term for the TJPA, staff does not believe there is any further negotiating opportunities on this topic.

#### **RECOMMENDATION:**

TJPA staff recommends that the TJPA Board authorize the Executive Director to execute the Project Specific Maintenance Agreement between the TJPA and the State to provide for a mutual understanding of the maintenance responsibilities between the parties for the TJPA's Bus Ramp facility.

#### **ENCLOSURES:**

1. Resolution
2. Agreement

**TRANSBAY JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS**

**Resolution No. \_\_\_\_\_**

WHEREAS, On July 3, 2014, the TJPA and the State of California Department of Transportation (“State”) executed District Cooperative Agreement Number 4-2463-C, wherein the parties consented to certain agreements relative to delivery of the Bus Ramp (“Project”); and

WHEREAS, It was agreed by the TJPA and State that upon Project completion and acceptance, subject to the approval of State, the TJPA will operate and maintain all Project facilities at its own cost; and

WHEREAS, The Project has now recently been completed, or is nearing completion, and, as contemplated by the Cooperative Agreement, the Parties mutually desire to identify the maintenance responsibilities for Project facilities; and

WHEREAS, Staff of the TJPA and State have negotiated the Project Specific Maintenance Agreement attached hereto; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute the Project Specific Maintenance Agreement between the TJPA and the California Department of Transportation to provide for a mutual understanding of the maintenance responsibilities between the parties related to the TJPA’s Bus Ramp facility and associated improvements in substantially the form attached.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of May 14, 2020.

\_\_\_\_\_  
Secretary, Transbay Joint Powers Authority

**PROJECT SPECIFIC MAINTENANCE AGREEMENT  
WITH THE TRANSBAY JOINT POWERS AUTHORITY**

THIS “AGREEMENT” is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the Transbay Joint Powers Authority, a joint powers agency created under California Government Code sections 6500 et seq., hereinafter referred to as “TJPA” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. WHEREAS, on July 3, 2014, District Cooperative Agreement Number 4-2463-C was executed between TJPA and STATE, wherein the PARTIES allocated roles and responsibilities relative to delivery for the Transbay Transit Center on that portion of STATE Highway Route (SR) 80 within the jurisdictional limits of the City and County of San Francisco as a freeway; and
2. WHEREAS, TJPA is constructing new bus ramps referred to herein as “PROJECT” on the site of the former Transbay Terminal at 1st and Mission Streets in downtown San Francisco; and
3. WHEREAS, portions of PROJECT encroach on State right of way that connects SR 80 and the Fremont Street Offramp Structures, all elements of PROJECT constructed within State owned right of way and those portions of PROJECT directly affecting SR 80 and State facilities together are herein after referred to as “IMPROVEMENTS”; and
4. WHEREAS, in accordance with the above referenced agreement, it was agreed by PARTIES that upon PROJECT completion and acceptance, subject to approval of STATE, TJPA will operate and maintain all PROJECT facilities at its own cost; and
5. WHEREAS, IMPROVEMENTS have now recently been completed, or are nearing completion, and the PARTIES hereto mutually desire to identify the maintenance responsibilities for PROJECT facilities including IMPROVEMENTS.

NOW THEREFORE, IT IS AGREED:

SECTION II

AGREEMENT

6. TJPA agrees to operate and maintain, or cause to be operated and maintained, all PROJECT facilities including IMPROVEMENTS at its own expense as shown on the plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.
7. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.

8. The scope of TJPA's operation and maintenance responsibility for PROJECT facilities including IMPROVEMENTS consists of, but is not limited to, the following:

- Bridge/viaduct and ramp structure proper
- Roadways and pavement
- Sidewalks
- Retaining walls
- Lane markings and delineation
- Roadway signage
- Traffic service facilities including but not limited to: signal systems, flashers along the bus ramp, signs
- Lighting systems including parking lot lighting, and energy costs
- Security cameras and access control systems
- Metal beam guard railings
- Concrete barricades
- Security fences and gates
- Utilities and drainage systems including structural drainage system and structural utilities
- Graffiti abatement
- Trash and debris removal

9. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise the Exhibit A by a mutual written-execution of the exhibit.

10. TJPA will obtain the necessary Encroachment Permits from STATE's District 04 Encroachment Permit Office prior to entering STATE right of way to perform TJPA maintenance responsibilities. This permit will be issued at no cost to TJPA.

11. TJPA will obtain separate Encroachment Permits from STATE's District 04 Encroachment Permit Office prior to performing any work activities to IMPROVEMENTS, and for work in STATE right of way outside of the scope of work allowed by AGREEMENT.

## 12. BUS RAMPS

12.1. TJPA will maintain and operate, at TJPA expense, the entire structure proper of PROJECT facilities including IMPROVEMENTS, which includes but is not limited to: below the deck wearing surface and any wearing surface treatment thereon.

12.2. TJPA will maintain and operate, at TJPA expense, PROJECT facilities and IMPROVEMENTS including but not limited to: the deck wearing surface and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface), structural utilities, and all portions of the structure above the bridge deck, including, but without limitation: wall surfaces, eliminating graffiti, lighting installations, security cameras/access control systems, drainage installations, fencing, gates, metal beam guard rail, concrete barricades, as well

as all traffic service facilities (sidewalks, traffic signals, flashing beacons, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that bus ramp.

- 12.3. As to PROJECT facilities including IMPROVEMENTS, TJPA will or will contract to provide traffic controls per California Manual on Uniform Traffic Control Devices for routine maintenance functions for PROJECT facilities including IMPROVEMENTS.
- 12.4. Screening shall be placed on IMPROVEMENTS on which pedestrians are allowed. All screens installed under this program will be maintained by TJPA, at TJPA expense.
- 12.5. In the event TJPA desires to modify the riding surface of any of the IMPROVEMENTS or the streets located immediately beneath one or more, TJPA will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit. If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.
13. RETAINING WALLS - TJPA will maintain the structure proper at TJPA expense of any retaining wall structures constructed for PROJECT, also including but not limited to keeping the wall structure free of debris, dirt, and graffiti.
14. ROADWAYS AND PAVEMENT – As to PROJECT facilities including IMPROVEMENTS, TJPA is responsible for debris removal, cleaning, and maintaining streetscapes including but not limited to street surface, all sidewalks, curbs, gutters, delineation striping, crosswalks, bollards, landscaping, street furnishings, utilities, drainage systems - storm drains and drainage inlets, traffic signal systems, lighting systems, security camera/access control systems, metal beam guard rail, concrete barricades, fencing, gates, utility systems.
15. LANDSCAPED AREAS – As to PROJECT facilities including IMPROVEMENTS, TJPA is responsible for the maintenance of any plantings or other types of roadside development lying outside of the area reserved for exclusive freeway use.
16. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES
- 16.1. As to PROJECT facilities including IMPROVEMENTS, the cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals, warning devices, or other necessary electrically operated traffic control devices that are part of and serve PROJECT and IMPROVEMENTS shall be the sole responsibility of TJPA.
- 16.2. Notwithstanding any other provision of AGREEMENT, as to the merge warning devices located on STATE property, at the Essex St. merge, as shown on Exhibit A, pg.2; TJPA shall be responsible for the energy costs and maintenance of the energy pathway, which

includes but is not limited to conduit and wiring infrastructure located between the main electrical panel and the TJPA/CALTRANS Power Fuse Connector/ Box #4, at no cost to STATE. While the cost of the maintenance and repairs between the TJPA/CALTRANS Power Fuse Connector/ Box #4 and the 2070 Controller Assembly, as shown on Exhibit A, pg.2, which includes: the subpanel, the loop detectors, controller cabinet and equipment within the cabinet, shall be the responsibility of STATE.

- 16.3. Timing of traffic signals, which shall be coordinated with STATE to the extent that no conflict is created with freeway operations, shall be the sole responsibility of TJPA.

## 17. LEGAL RELATIONS AND RESPONSIBILITIES

- 17.1. Nothing under 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 a PARTY to the AGREEMENT by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 17.2. Neither TJPA 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, under or in connection with any work, authority or jurisdiction conferred upon STATE under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless TJPA 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 STATE under this AGREEMENT.
- 17.3. 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 TJPA under or in connection with any work, authority or jurisdiction conferred upon TJPA under this AGREEMENT. It is understood and agreed that TJPA 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 section 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 TJPA under this AGREEMENT.
- 17.4. Notwithstanding any other provision of AGREEMENT, TJPA shall fully defend, indemnify, and save harmless, STATE, its officers, directors, agents, and employees for any injury, claim, damage or liability occurring as the result of any condition or defect of merge warning lights at the Essex St. merge (exhibit A; pg. 2), resulting from the construction or use of the TJPA merge lights. It is understood by and between TJPA and STATE that TJPA's duty to defend, indemnify and save harmless under this section extends to any injury, claim, damage or liability whether said injury, claim, damage, or liability is alleged to have been caused by a failure to maintain or a failure of design and construction.

## 18. PREVAILING WAGES:

18.1. Labor Code Compliance- If the work performed on 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. TJPA 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. TJPA agrees to include prevailing wage requirements in its contracts for public work. Work performed by TJPA'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

18.2. Requirements in Subcontracts - TJPA shall require its contractors to include prevailing wage requirements in all subcontracts funded by 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 TJPA's contracts

19. **INSURANCE** –TJPA and its contractors shall 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 and \$5 million in excess. 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.

20. **TERMINATION** - This AGREEMENT may be terminated by timely mutual written consent by PARTIES, and TJPA’s failure to comply with the provisions of this AGREEMENT may be grounds for a Notice of Termination by STATE.

21. **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 and 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.

TRANSBAY JOINT POWER AUTHORITY      STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
MARK ZABANEH  
Executive Director

TOKS OMISHAKIN  
Director of Transportation

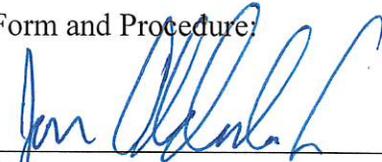
Approved as to form:

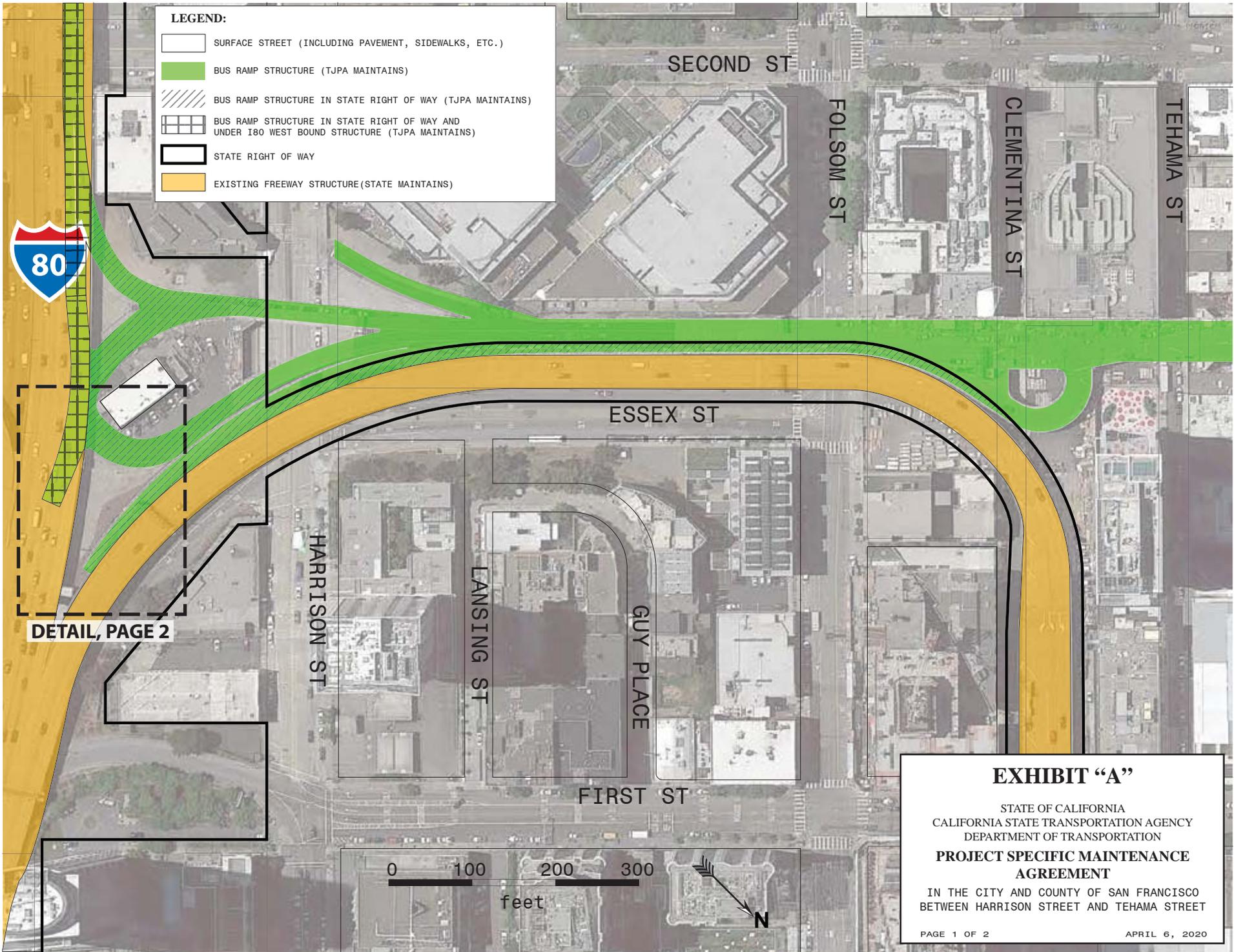
By: \_\_\_\_\_  
DEBORAH MILLER  
TJPA Legal Counsel

By: \_\_\_\_\_  
DAVID AMBUEHL  
Deputy District Director  
Maintenance District

Transbay Joint Powers Authority  
Board of Directors  
Resolution No. \_\_\_\_\_  
Adopted \_\_\_\_\_  
Attest \_\_\_\_\_

As to Form and Procedure:

By:  \_\_\_\_\_  
Attorney  
Department of Transportation

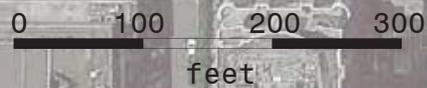


**LEGEND:**

-  SURFACE STREET (INCLUDING PAVEMENT, SIDEWALKS, ETC.)
-  BUS RAMP STRUCTURE (TJPA MAINTAINS)
-  BUS RAMP STRUCTURE IN STATE RIGHT OF WAY (TJPA MAINTAINS)
-  BUS RAMP STRUCTURE IN STATE RIGHT OF WAY AND UNDER I80 WEST BOUND STRUCTURE (TJPA MAINTAINS)
-  STATE RIGHT OF WAY
-  EXISTING FREEWAY STRUCTURE (STATE MAINTAINS)



**DETAIL, PAGE 2**



**EXHIBIT "A"**

STATE OF CALIFORNIA  
 CALIFORNIA STATE TRANSPORTATION AGENCY  
 DEPARTMENT OF TRANSPORTATION

**PROJECT SPECIFIC MAINTENANCE  
 AGREEMENT**

IN THE CITY AND COUNTY OF SAN FRANCISCO  
 BETWEEN HARRISON STREET AND TEHAMA STREET

PAGE 1 OF 2 APRIL 6, 2020

**LEGEND:**

-  BUS RAMP STRUCTURE IN STATE RIGHT OF WAY (TJPA MAINTAINS)
-  ELECTRIC SUPPLY & EQUIPMENT (TJPA MAINTAINS)
-  EXISTING FREEWAY STRUCTURE (STATE MAINTAINS)
-  ELECTRIC SUPPLY & EQUIPMENT (STATE MAINTAINS)

**EXHIBIT "A"**

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION  
**PROJECT SPECIFIC MAINTENANCE  
AGREEMENT**  
IN THE CITY AND COUNTY OF SAN FRANCISCO  
BETWEEN HARRISON STREET AND TEHAMA STREET

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April 16, 2020

