

THIS PRINT COVERS CALENDAR ITEM NO.: 7.4
FOR THE MEETING OF: March 10, 2011

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to enter into a Freeway Maintenance Agreement (Agreement) between the Transbay Joint Powers Authority (TJPA) and the State of California Department of Transportation (STATE) for a dedicated bus only lane (BOL) on the Essex Street onramp to the San Francisco Oakland Bay Bridge (SFOBB).

SUMMARY:

Under the Agreement, the TJPA would maintain construction improvements for a BOL on the Essex Street onramp to the SFOBB during the operations of the Temporary Transbay Terminal for an anticipated duration of seven years while the new Transbay Transit Center is being constructed. Improvements include lane markings, signage, metal guard beam railing, concrete barricades, drainage and asphalt pavement. Upon decommissioning of the Temporary Transbay Terminal, the TJPA would restore the Essex Street onramp to its previous condition or transfer responsibility for maintenance of the BOL to the City & County of San Francisco such that the BOL may be converted to a high occupancy vehicle (HOV) lane.

Construction improvements for the BOL began in Spring 2010 at the request of AC Transit in order to facilitate bus movements from the Temporary Terminal Project to the SFOBB to the East Bay. Construction of the roadway, barriers, and drainage system occurred between April 2010 and August 2010. Safety representatives from the STATE provided field review of the BOL improvements and required updates to striping, guard rails and modified access for the drainage system. The Temporary Terminal contractor will complete the updated STATE required safety improvements to the BOL prior to March 2011.

For the maintenance of the BOL, staff anticipates minor effort and costs associated with re-striping and installation of lane markings. Staff estimates repainting of striping and markings twice within the next seven years for approximate total cost of \$36,000. Staff therefore recommends that \$18,000 be incorporated into year 3 and year 6 of the Temporary Terminal facility operations budget. Design and engineering of the asphalt pavement exceeds eight years of service life without resurfacing or re-pavement. Due to the State's robust design requirements for the BOL, incidental maintenance and operation costs for other improvements such as concrete barrier and drainage systems are not anticipated.

Staff estimates approximately \$250,000 for the restoration of the BOL to its original condition upon the opening of the new Transbay Transit Center. Restoration includes site work, traffic controls, removal of markings and striping, construction of concrete barriers, drainage restoration and reinstatement of original grading. Decommissioning of the Temporary Transbay Terminal will include budget for the BOL restoration; however, the City's Planning Department and Municipal Transportation Agency planning staffing anticipate using the BOL as an HOV lane.

Planning Department staff is in the process of drafting the Transit Center District Plan and associated environmental traffic studies. Converting the BOL to an HOV lane involves minor revisions to pavement markings and signage revisions, the cost of which is substantially less than a full restoration.

RECOMMENDATION:

Staff recommends that the Board authorize the Executive Director to enter into a Freeway Maintenance Agreement with the STATE for a dedicated bus only lane (BOL) on the Essex Street onramp to the San Francisco Oakland Bay Bridge (SFOBB), for a duration not to exceed seven years unless mutually agreed upon by both the TJPA and the STATE.

ENCLOSURES:

1. Resolution
2. Freeway Maintenance Agreement

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, On July 11, 2003, State Cooperative Agreement No. 4-1981-C was executed between the State of California Department of Transportation (STATE) and the Transbay Joint Powers Authority (TJPA), wherein both parties set forth their respective obligations with respect to the then on-going San Francisco Oakland Bay Bridge (SFOBB) West Approach Seismic Safety Project and for the development, design and construction of the new Transbay Terminal and ramps on the site of the existing structure; and

WHEREAS, The SFOBB West Approach Seismic Safety Project is completed and the Essex Street onramp is currently operated and maintained by the STATE; and

WHEREAS, The TJPA has constructed a temporary terminal facility to provide interim bus operations while the existing Transbay Terminal is demolished and the new Transbay Transit Center is constructed; and

WHEREAS, The addition of a dedicated bus only lane (BOL) on the Essex Street onramp to the SFOBB shall facilitate bus operations and mitigate traffic impacts to the new temporary terminal facility; and

WHEREAS, The STATE agrees to the addition of such a lane as long as it is operated and maintained by the TJPA; and

WHEREAS, The TJPA intends to demolish and re-construct the Essex Street onramp to the SFOBB as part of its construction of the new Transbay Transit Center and Related Structures projects; and

WHEREAS, The TJPA agrees to operate and maintain or ensure the operation and maintenance of the BOL by other parties; and

WHEREAS, Upon cessation of bus operations at the temporary terminal, the TJPA intends to remove the BOL and revert the Essex Street onramp improvements to original condition with the approval of the STATE; and

WHEREAS, Under the Freeway Maintenance Agreement, the TJPA and the STATE mutually set forth the division of maintenance responsibility for the BOL; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to enter into a Freeway Maintenance Agreement with the STATE to operate and maintain the BOL in substantially the form attached hereto for a duration not to exceed seven years.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of March 10, 2011.

Secretary, Transbay Joint Powers Authority

**FREEWAY MAINTENANCE AGREEMENT
WITH THE TRANSBAY JOINT POWERS AUTHORITY**

THIS AGREEMENT is made and entered into effective this 10th, day of March, 2011, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as the “STATE,” and the Transbay Joint Powers Authority, hereinafter referred to as the “TJPA”; and collectively referred to as “PARTIES”.

WITNESSETH:

WHEREAS, on July 11, 2003, State Cooperative Agreement No. 4-1981-C was executed between STATE and the Transbay Joint Powers Authority (“TJPA”), wherein both parties set forth their respective obligations with respect to the then on-going San Francisco Oakland Bay Bridge (“SFOBB”) West Approach Seismic Safety Project and for the development, design and construction of the new Transbay Terminal and ramps on the site of the existing structure; and

WHEREAS, the SFOBB West Approach Seismic Safety Project is completed and the Essex Street onramp is currently operated and maintained by STATE; and

WHEREAS, the TJPA has constructed a temporary terminal facility to provide interim bus operations while the existing Transbay Terminal is demolished and the new Transbay Transit Center is constructed; and

WHEREAS, the addition of a dedicated bus only lane (“BOL”) on the Essex Street onramp to the SFOBB shall facilitate bus operations and mitigate traffic impacts to the new temporary terminal facility; and

WHEREAS, the STATE agrees to the addition of such a lane as long as it is operated and maintained by the TJPA; and

WHEREAS, the TJPA intends to demolish and re-construct the Essex Street onramp to the SFOBB as part of its construction of the new Transbay Transit Center and Related Structures projects; and

WHEREAS, by THIS AGREEMENT, TJPA agrees to operate and maintain or ensure the operation and maintenance of the BOL by other parties; and

WHEREAS, upon cessation of bus operations at the temporary terminal in August 2017, the TJPA intends to remove the BOL and revert the Essex Street onramp improvements to original condition with the approval of the STATE; and

WHEREAS, for the above mentioned BOL, the parties hereto mutually desire to clarify the division of maintenance responsibility, upon completion of BOL construction.

NOW THEREFORE, IT IS AGREED:

1. Exhibit "A" consists of a plan drawing that delineates the areas within the STATE right of way, which are the responsibility of the TJPA to maintain in accordance with this Agreement. TJPA will accept control and maintain, at TJPA expense.

When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described, which affects the 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. ESSEX STREET ONRAMP BUS ONLY LANE

- a) TJPA will maintain, at TJPA expense, the BOL in its entirety (Station 11+41 to Station 14+50)

Maintenance shall be limited to the improvements for the BOL and shall be to STATE current standards for operations, maintenance and safety. The improvements include lane markings, signage, metal beam guard railing, concrete barrier, drainage, AC dikes and asphalt pavement.

- b) TJPA will obtain a one-time encroachment permit from STATE's District 4 Encroachment Permit Office for routine TJPA MAINTENANCE functions as required by this AGREEMENT. Individual encroachment permits shall be obtained for any substantive repair activities and changes to the scope of work allowed by this agreement prior to the start of any work within STATE'S right of way.
- c) STATE will issue encroachment permits to TJPA and TJPA contractors at no cost to the TJPA and/or its contractors.
- d) TJPA will or will contract to provide traffic controls per California Manual on Uniform Traffic Control Devices (FHWA's MUTCD 2003 Revision 1) for routine TJPA MAINTENANCE functions as required by this AGREEMENT.

3. LEGAL RELATIONS AND RESPONSIBILITIES:

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 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.

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 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 TJPA 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 tortuous, 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.

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 expressly conferred upon TJPA by this Agreement. It is understood and agreed that TJPA 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, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by TJPA under or in connection with any work expressly conferred upon TJPA by this Agreement.

4. EFFECTIVE DATE

This Agreement shall be effective upon March 10, 2011 and shall continue to January 1, 2018 or upon decommissioning of the temporary terminal such that the earlier date applies. The duration shall not exceed seven years unless mutually agreed upon by both the STATE and the TJPA.

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

TRANSBAY JOINT POWERS AUTHORITY STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Cindy McKim
Department Director

By:

Maria Ayerdi-Kaplan Date
Executive Director

Approved as to form:
DENNIS J. HERRERA, City Attorney

By:

NADER ESHGIPOUR Date
Deputy District Director
Maintenance

Sheryl Bregman Date
Deputy City Attorney

