

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) N/A
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Transportation&Storm Water Dept	DATE: 11/25/2013
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SUBJECT: State Route 75 Freeway Maintenance Agreement between Caltrans and City of San Diego

PRIMARY CONTACT (NAME, PHONE): John Helminski,(619) 527-7504, MS 44	SECONDARY CONTACT (NAME, PHONE): Walter Gefrom, (619) 527-7509, MS 44
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COMPLETE FOR ACCOUNTING PURPOSES

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): No costs associated with this action.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	ORIG DEPT.	McFadden, Kris	03/13/2014
Liaison Office	CFO		
Equal Opportunity Contracting	DEPUTY CHIEF	Heinrichs, Tony	04/01/2014
Financial Management	COO		
Comptroller	CITY ATTORNEY	Gerrity, Ryan	07/14/2014
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorizing the Mayor, or his designee, to execute a Freeway Maintenance Agreement with Caltrans for State Route 75.

STAFF RECOMMENDATIONS:
Approve the resolution.

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S): Alvarez (8)

COMMUNITY AREA(S):	Barrio Logan
ENVIRONMENTAL IMPACT:	This activity is not a “project” and is therefore exempt from CEQA pursuant to State CEQA Guidelines, Section 15060(c)(3). Any construction activities related to this approval will be subject to environmental review.
CITY CLERK INSTRUCTIONS:	Upon Council approval, please forward a copy of the Resolutions and agreements to Edric Doringo, Transportation Engineering & Operations Division, MS 608.

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 11/25/2013

ORIGINATING DEPARTMENT: Transportation&Storm Water Dept

SUBJECT: State Route 75 Freeway Maintenance Agreement between Caltrans and City of San Diego

COUNCIL DISTRICT(S): Alvarez (8)

CONTACT/PHONE NUMBER: John Helminski/(619) 527-7504, MS 44

DESCRIPTIVE SUMMARY OF ITEM:

Authorize the execution of the State Route 75 Freeway Maintenance Agreement with Caltrans. This co-op agreement provides the framework and protocol between the agencies by defining roles, responsibilities, and processes in regards to executing future maintenance and improvements of the streets that are within the Caltrans Right of Way.

STAFF RECOMMENDATION:

Approve the resolution.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

State Route 75 provides intraregional access between the cities of Imperial Beach, Coronado, and San Diego. State Route 75 spans over Logan Avenue, National Avenue, Newton Avenue, Main Street and Harbor Drive within the community of Barrio Logan. As shown in Exhibit A of the SR-75 Freeway Maintenance Agreement, portions of these streets are within the Caltrans Right of Way. This co-op agreement provides the framework and protocol between the agencies by defining roles, responsibilities, and processes in regards to executing future maintenance and improvements of these streets.

The Barrio Logan community is located just south of Downtown San Diego and just under State Route 75. It contains the majority of the City's remaining industrial land which is critical for supporting new and changing maritime industries in support of the Unified Port of San Diego and the United States Navy. Combined with residential, local retail, and community facilities, the efficient movement of people and goods over City streets is essential. To support this extensive and mixed use of the City's transportation infrastructure, continual maintenance and improvement of City streets will be required.

This action would provide the City with control and maintenance over any City streets, except for those portions adopted as a part of SR-75 proper, as shown in Exhibit A of the SR-75 Freeway Maintenance Agreement. This agreement, between the City and Caltrans, provides the framework and protocol between the agencies by defining roles, responsibilities, and processes in regards to executing future maintenance and improvements by the City or State.

FISCAL CONSIDERATIONS:

No funding is required for this action.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

N/A

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):
Item to be heard by SG&LU committee.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

No outreach required. This action only provides authorization to the agreement stipulating protocol between the two agencies in the event of a maintenance need.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

City of San Diego, CALTRANS, Barrio Logan

McFadden, Kris

Originating Department

Heinrichs, Tony

Deputy Chief/Chief Operating Officer

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:

March 25, 2014

SUBJECT: State Route 75 Freeway Maintenance Agreement between Caltrans and City of San Diego

GENERAL CONTRACT INFORMATION

Recommended Contractor: Caltrans (Maintenance agreement ONLY)

Amount of this Action: \$ 00.00 (No Cost with this action)

Funding Source: N/A

Goal: N/A

SUBCONTRACTOR PARTICIPATION

There are no identified subcontractors associated with this current action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Caltrans is a Government Agency, and as such, is exempt from submitting Work Force Reports. Refer to San Diego Municipal Code Section 22.2703 (b).

This agreement is not subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708).

This agreement is subject to the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

This action is to execute a Freeway Maintenance Agreement with Caltrans for State Route 75.
No Costs associated with this action.

RW for RLL

**FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF SAN DIEGO**

THIS AGREEMENT is made and entered into in duplicate, effective this _____ day of _____, 201____, by and between the State of California, acting by and through its Department of Transportation, hereinafter referred to as "STATE," and the City of San Diego, hereinafter referred to as "CITY," and collectively referred to as "PARTIES."

WITNESSETH:

- A. WHEREAS, the PARTIES hereto mutually desire to clarify and revise the division of maintenance, as defined in Section 27 of the California Streets and Highways Code, and their respective responsibilities as to separation structures and local CITY streets and roads, or portions thereof, and areas lying within or outside those modified freeway limits; and
- B. WHEREAS, pursuant to Freeway Agreement(s) for State Route 75 (SR-75), CITY has control and maintenance over any affected, relocated, or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.

NOW THEREFORE, IT IS AGREED:

- 1. CITY agrees to continue their control and maintenance of each of the affected, relocated, or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit "A," and made a part hereof by this reference.
- 2. STATE agrees to continue control and maintenance of those portions adopted as a part of SR-75 proper as shown Exhibit "A."
- 3. 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 will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit "A," which will be made a part hereof by an amendment to this Agreement, when executed by all PARTIES, which will thereafter supersede the attached original Exhibit "A" and become part of this Agreement.
- 4. CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit "A" is amended to reflect those changes.
- 5. CITY must obtain the necessary Encroachment Permits from STATE's District 11 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

6. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS:

- a) STATE will maintain the structure proper of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways while the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations, and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing will be maintained by CITY.
- b) CITY will request STATE's District Transportation Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between the traveled way portion of the underroadway surface and the Structure that results from modifications to the underroadway (except when said modifications are made by STATE). 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 District Transportation Permit Engineer prior to starting work. Upon completion of that work, a clearance diagram will be furnished to STATE's District 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.

7. WALLS AND COLUMNS:

Responsibility for debris removal, cleaning, and painting to keep CITY's side of any wall structure or column free of debris, dirt, and graffiti shall not lie with STATE.

8. INTERCHANGE OPERATON:

It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

9. LEGAL RELATIONS AND RESPONSIBILITIES:

- a) 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 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.
- b) 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, under or in connection with any work, authority, or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify, and save harmless CITY and all of their 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.

c) 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 conferred upon CITY and 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.

d) Labor Code Compliance / Prevailing Wages:

When required by law, work performed on this Project is done under contract and falls within the Labor Code Section 1720(a)(1) definition of “public work” in that it is construction, alteration, demolition, installation, repair, or maintenance, the CITY must conform to the provisions of Labor Code Sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. When required by law, CITY agrees to include Prevailing Wage requirements in its contracts for public works. Work performed by CITY’s own forces is exempt from the Labor Code’s Prevailing Wage requirements.

e) Prevailing Wage Requirements in Subcontracts:

When required by law, 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 the Labor Code section 1720(a)(1). When required by law, these subcontracts shall include all Prevailing Wage requirements set forth in CITY’s contracts.

f) Insurance:

CITY and their 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 of California, 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 STATE that shall be delivered to STATE with a signed copy of this Agreement.

10. EFFECTIVE DATE:

This Agreement shall be effective upon the date appearing on its face 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. It being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of CITY to maintain other designated areas until a written notice from STATE has been issued that work in such areas, which CITY has agreed to maintain pursuant to the terms of a Freeway Agreement, has been completed.

The PARTIES are empowered by Street and Highways Code Section 114 & 130 to enter into this Agreement and has 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.

CITY OF SAN DIEGO

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

BY _____
MAYOR

MALCOLM DOUGHERTY
Director of Transportation

ATTEST:

BY _____
CITY Clerk

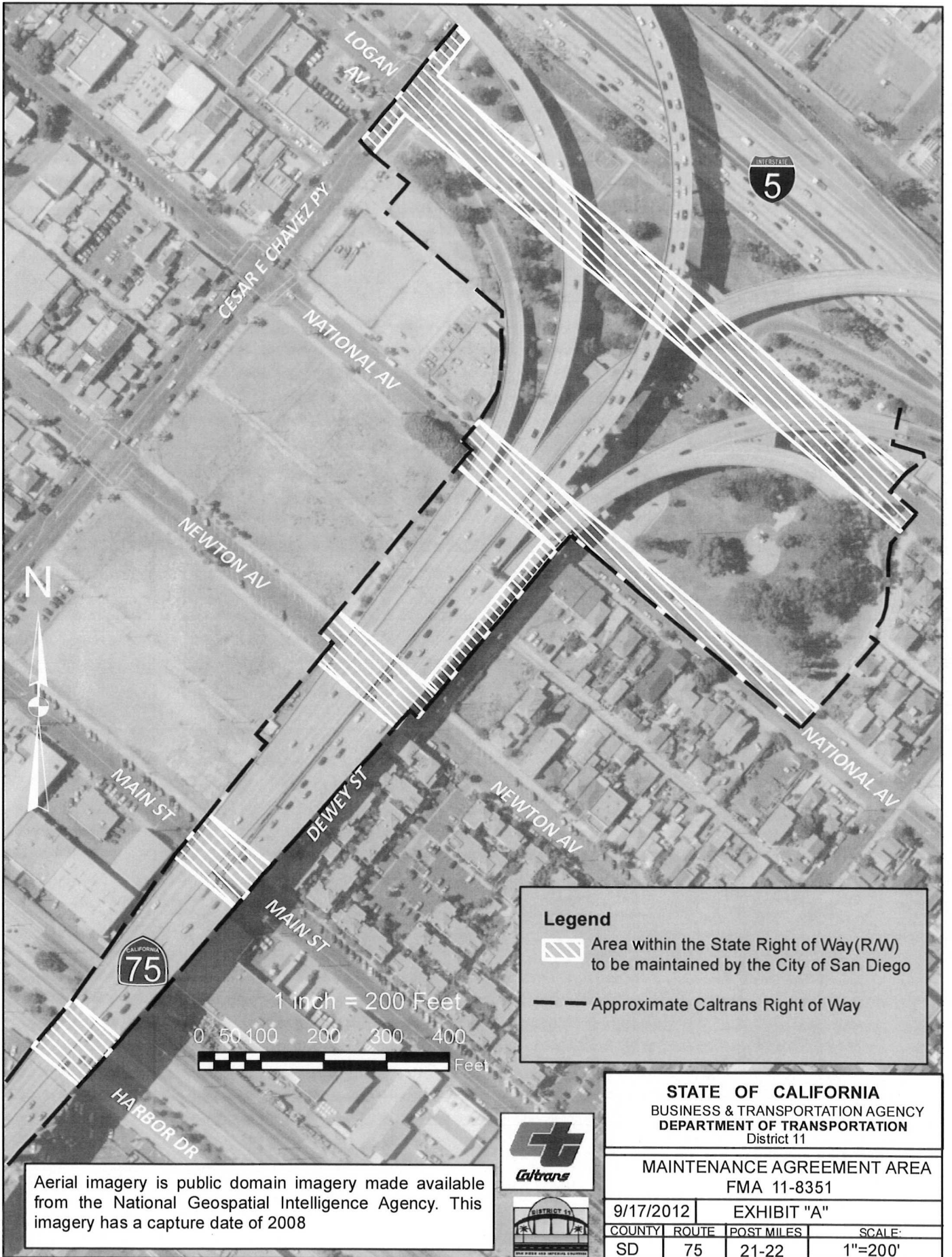
BY _____
District Division Chief
Maintenance, District 11

APPROVED AS TO FORM:



BY _____
CITY Attorney

BY _____
Legal Attorney**
Department of Transportation

***Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.*



Legend

-  Area within the State Right of Way (R/W) to be maintained by the City of San Diego
-  Approximate Caltrans Right of Way

STATE OF CALIFORNIA
 BUSINESS & TRANSPORTATION AGENCY
 DEPARTMENT OF TRANSPORTATION
 District 11

MAINTENANCE AGREEMENT AREA
 FMA 11-8351

9/17/2012		EXHIBIT "A"	
COUNTY	ROUTE	POST MILES	SCALE
SD	75	21-22	1"=200'

Aerial imagery is public domain imagery made available from the National Geospatial Intelligence Agency. This imagery has a capture date of 2008



RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING A FREEWAY MAINTENANCE
AGREEMENT WITH CALTRANS FOR STATE ROUTE 75.

WHEREAS, it is the policy of the California Department of Transportation (CalTrans)
to maintain freeways and state highways and bridge structures; and

WHEREAS, it is the responsibility of local authorities to maintain local roads and
portions of local roads crossing under or over a state facility within the state right-of-way; and

WHEREAS, subject to Council approval, CalTrans and the City wish to enter into an
agreement to allocate freeway maintenance responsibility for public rights-of-way along State
Route 75; NOW THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his
designee is authorized to execute, for and on behalf of the City, an agreement with the California
Department of Transportation for the maintenance of State Route 75, under the terms and
conditions set forth in the Freeway Maintenance Agreement (FMA No. 11-8351), on file with the
City Clerk as Document No. RR-_____.

APPROVED: JAN I. GOLDSMITH, City Attorney

By _____
Ryan P. Gerrity
Deputy City Attorney

RPG:mb
07/14/14
Or.Dept:T&SW
Doc.No:798404

I hereby certify that the foregoing resolution was passed by the Council of the City of San Diego,
at its meeting of _____.

ELIZABETH S. MALAND, City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor