

AGENDA ITEM 6c
Treasure Island Development Authority
City and County of San Francisco
Meeting of December 13, 2023

Subject: Request Authorization for Treasure Island Director to Enter into A Maintenance Agreement between Treasure Island Development Authority and State of California, acting by and through the Department of Transportation, for the Retaining Wall Improvements On State's Right-Of-Way Above a Portion of State Route 80 Above Yerba Buena Island For Hillcrest Widening Project on Yerba Buena Island

Contact: Robert Beck, Treasure Island Director

BACKGROUND

The Treasure Island Development Authority (“TIDA”) has been working with the San Francisco County Transportation Authority (“SFCTA”) on the development of the I-80/Yerba Buena Island Interchange Improvement Project since 2008. TIDA initially requested the SFCTA, in its capacity as the Congestion Management Agency (“CMA”), lead the effort to prepare and obtain approval for all required technical documentation as well as construct the I-80/YBI Interchange Improvement Project, because of its experience in project finance and interacting with the California Department of Transportation (“Caltrans”) on design and construction aspects of the project. The scope of the I-80/YBI Interchange Improvement Project (the “Project”) originally included the two major components described as items 1) and 2) below, but was subsequently amended in May 2019 to include the one additional component described in items 3) below:

- 1) The YBI Ramps Improvement Project, includes constructing new westbound on and off ramps (on the east side of YBI) to the new Eastern Span of the San Francisco-Oakland Bay Bridge (“SFOBB”). On October 2016, the YBI Ramps Improvement Project was completed and opened to public traffic.
- 2) The Westside Bridge Project, includes seismic retrofit of the existing YBI Bridge Structures on the west side of the island, a critical component of island traffic circulation leading to and from SFOBB. This project is currently under construction.
- 3) The Southgate Road Realignment Improvement Project (“Southgate Project”). The Southgate Project was completed on May 2023 and is open to public traffic.

On April of 2020, TIDA sought and successfully obtained a \$30 million grant award from the State of California Department of Housing and Community Development under the Infill Infrastructure Program (“IIG Grant”). The IIG Grant aims to widen Hillcrest Road on YBI to support development of affordable housing planned on Treasure Island. On November 2020, TIDA Board authorized Treasure Island Director to enter into agreement with SFCTA for SFCTA to lead the implementation of the Hillcrest Widening Project.

The Hillcrest Widening Project will connect to the Westside Bridges Project on the north end and will connect to the already completed Southgate Project on the south end. The various projects are graphically described in Figure 1 below.

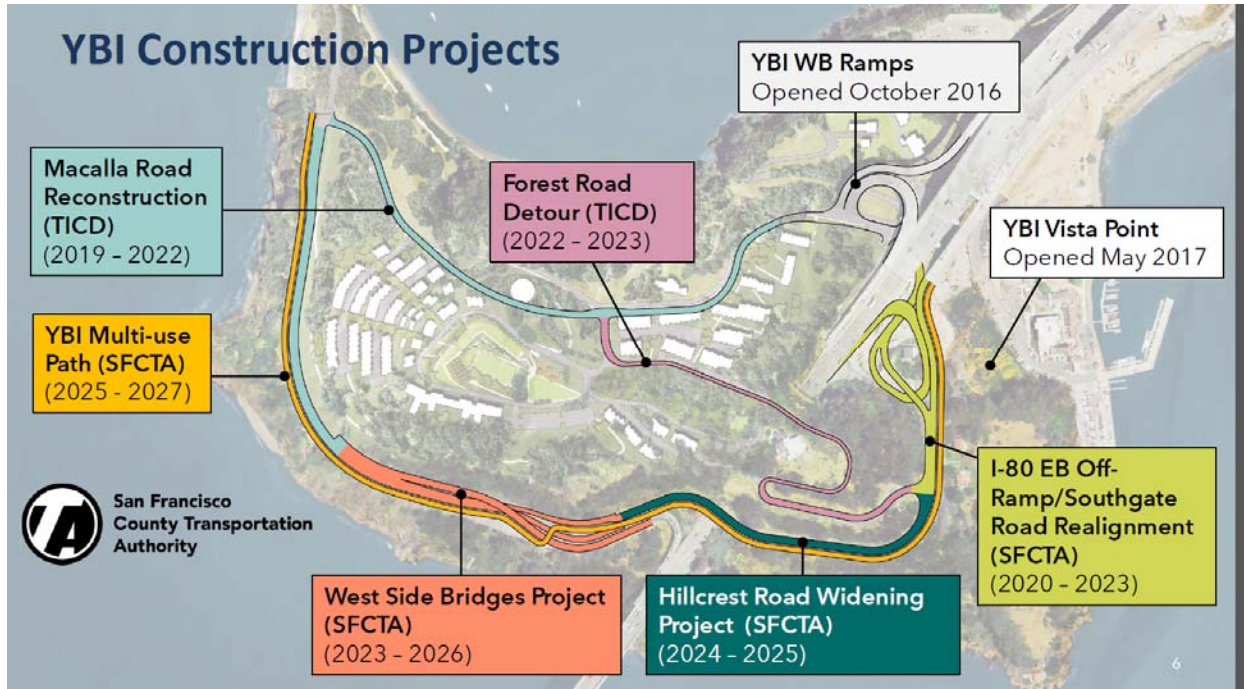


Figure 1

DISCUSSION

As part of the Hillcrest Widening Project to create the additional width, a new retaining wall is needed on the hillside of the new road. See Figure 2 and 3 below. A portion of the new retaining wall, roughly 130 linear feet, resides within the Caltrans' right of way, where Caltrans owns and operates existing tunnel structure of the SFOBB. The roadway adjacent to this portion of the retaining wall remains within a permanent roadway easement granted to TIDA by the Federal Government. SFCTA has filed for an encroachment permit from Caltrans for construction of the portion of the new retaining wall within Caltrans' right of way on October 23, 2023. As a condition to Caltrans' issuance of the encroachment permit, Caltrans will require the local agency responsible for the retaining wall to enter into a maintenance agreement with Caltrans based on Caltrans' form maintenance agreement, regarding the improvement.

TIDA is responsible for ongoing maintenance of new retaining walls constructed on other areas on YBI and TI where the new retaining walls are adjacent to City roadways. To advance the Hillcrest Widening Project and to secure the Caltrans encroachment permit for the portion of the retaining wall within its right of way, TIDA staff believe it is the best interest of the Hillcrest Widening Project for TIDA to enter into the maintenance agreement with Caltrans. A copy of the draft maintenance agreement (the "Maintenance Agreement") is attached to this report.

RECOMMENDATION

Staff recommends approval of the resolution authorizing the Treasure Island Director to enter into the Maintenance Agreement substantially in the form attached to this report.

ATTACHMENTS:

1. Hillcrest Widening Project Retaining Wall Maintenance Agreement (Draft)

**HILLCREST WIDENING PROJECT RETAINING WALL
MAINTENANCE AGREEMENT
WITH TREASURE ISLAND DEVELOPMENT AUTHORITY**

THIS MAINTENANCE AGREEMENT (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 Treasure Island Development Authority, a California non-profit, public benefit corporation and an agency of the City and County of San Francisco; hereinafter referred to as "**TIDA**". The State and TIDA are collectively referred to as "**PARTIES**".

SECTION I

RECITALS

1. Encroachment Number _____ was executed between TIDA and STATE on _____ ("**Encroachment Permit**"), which Encroachment Permit allows TIDA to construct a retaining wall that is approximately 130 linear feet (the "**PROJECT**") and to have access upon completion of the Project for maintenance and repair of the same. The Project is located above State Route (SR) 80 at Yerba Buena Island at approximately post mile 7.72, as further depicted on the attached Exhibit A; and
2. Under the Encroachment Permit, the PARTIES agreed that prior to or upon PROJECT completion, TIDA and STATE will enter into a maintenance agreement for the improvements constructed as part of the Project on terms similar to the terms set forth in this Agreement; and
3. The PARTIES hereto mutually desire to identify within this Agreement, TIDA's maintenance responsibilities for the improvements constructed as part of the PROJECT.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. Exhibit A consists of plan drawings that delineate and describe the areas within STATE right of way where the Project is located (the "**MAINTENANCE AREA**") and which are the responsibility of TIDA to maintain in accordance with this Agreement.

2. If there is mutual agreement on a change in the dimensions of the retaining wall, the PARTIES can revise Exhibit A, by a mutual written execution of the exhibit.
3. **RETAINING WALL AND ASSOCIATED DRAINAGE GUTTER AND SOIL NAILS**
During the effective term of the Encroachment Permit, TIDA, at its sole cost and expense, is solely responsible for maintenance, rehabilitation, and reconstruction for the structural adequacy of the retaining wall, drainage gutter and soil nails located within the Maintenance Area. During the effective term of the Encroachment Permit, TIDA will also maintain, at TIDA's expense, a 5-ft. wide access path for structure inspection along the entire length of the retaining wall. The 5-ft. wide access path is located within the Maintenance Area.
4. TIDA will request STATE's District Encroachment Permit Engineer to issue the necessary encroachment permit for any proposed change in the location or dimensions of the retaining wall that would encroach on State property beyond the Maintenance Area.
5. **LEGAL RELATIONS AND RESPONSIBILITIES**
 - 5.1. 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 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.
 - 5.2. Neither TIDA 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 TIDA 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 or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
 - 5.3. 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 TIDA under or in connection with any work, authority or jurisdiction conferred upon TIDA under this Agreement. It is understood and agreed that TIDA 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 TIDA under this Agreement.

6. PREVAILING WAGES:

- 6.1. Labor Code Compliance – TIDA agrees to include its prevailing wage requirement in its contracts for public work. Work performed by TIDA’s own forces is example from the Labor Code’s Prevailing Wage Requirements.
- 6.2. Requirements in Subcontracts – TIDA shall require its contractors to include its prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in TIDA’s contracts.

INSURANCE -

6.3. TIDA agrees to deliver evidence of coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming 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.

6.4. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by TIDA’s contractor(s), TIDA shall require its contractor(s) 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 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.

7. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES or by STATE for cause, TIDA’s failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

8. 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 as set forth in Article 7 above.

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.

TREASURE ISLAND DEVELOPMENT
AUTHORITY

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
ROBERT BECK, Director

TOKS OMISHAKIN
Director of Transportation

APPROVED AS TO FORM:

By: _____
GRACE PARK,
Deputy City Attorney,
As Counsel To TIDA

By: _____ Date
LEAH BUDU
Deputy District Director
Maintenance District 04

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY/COUNTY road(s) and facilities)

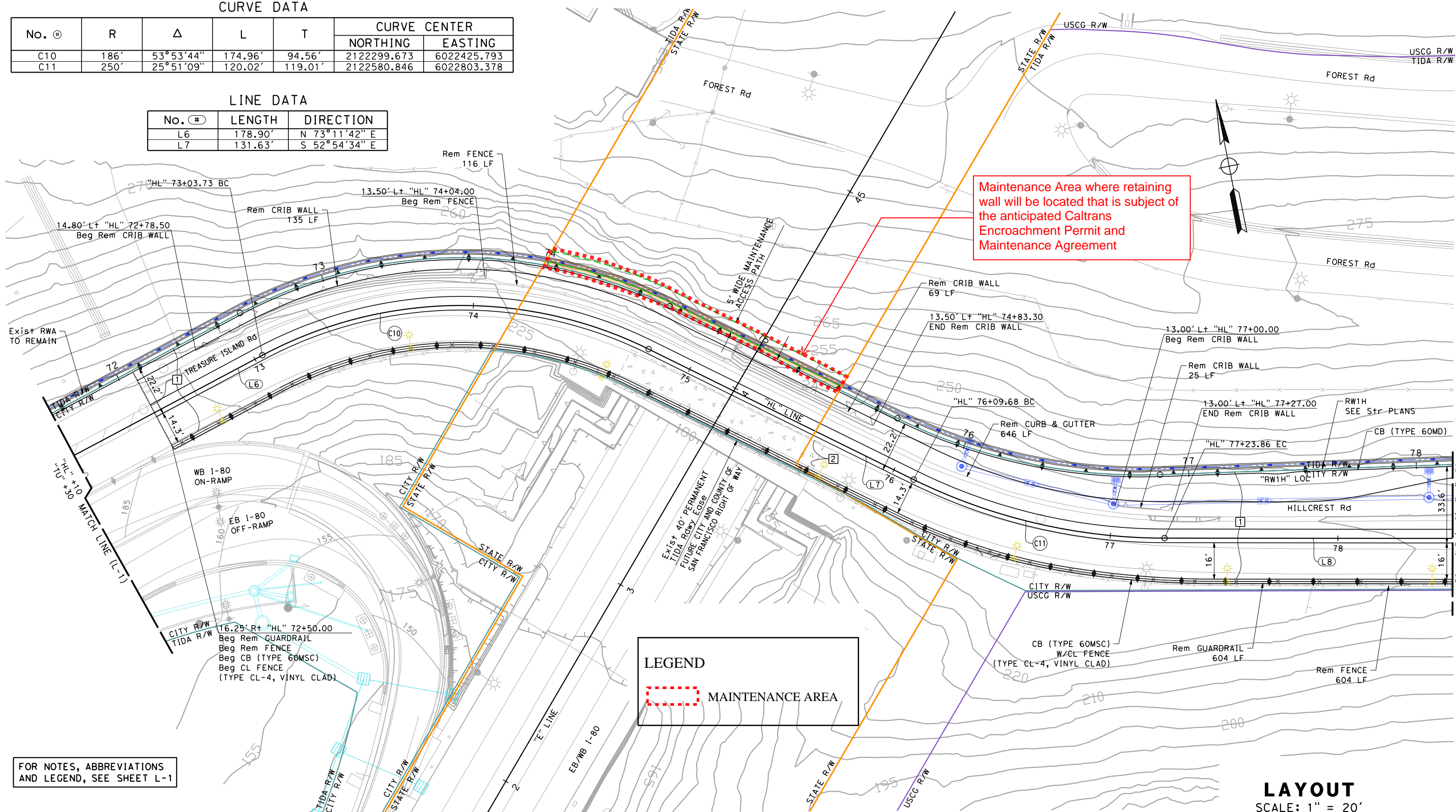


CURVE DATA

No. Ⓢ	R	Δ	L	T	CURVE CENTER	
					NORTHING	EASTING
C10	186'	53°53'44"	174.96'	94.56'	2122299.673	6022425.793
C11	250'	25°51'09"	120.02'	119.01'	2122580.846	6022803.378

LINE DATA

No. Ⓢ	LENGTH	DIRECTION
L6	178.90'	N 73°11'42" E
L7	131.63'	S 52°54'34" E



Maintenance Area where retaining wall will be located that is subject of the anticipated Caltrans Encroachment Permit and Maintenance Agreement

LEGEND
 MAINTENANCE AREA

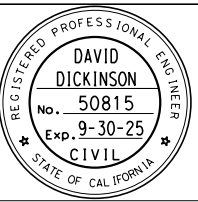
FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET L-1

LAYOUT
 SCALE: 1" = 20'

NO.	DATE	DESCRIPTION	BY	APP.
TABLE OF REVISIONS				

YERBA BUENA ISLAND
 HILLCREST ROAD
 IMPROVEMENT
 PROJECT

DESIGNED BY:
 S. DWYER
 DRAWN BY:
 S. DWYER
 CHECKED BY:
 D. DICKINSON
 APPROVED BY:
 D. DICKINSON



Del. J. [Signature]
 REGISTERED CIVIL ENGINEER
 11-8-23
 PLANS SUBMITTAL DATE

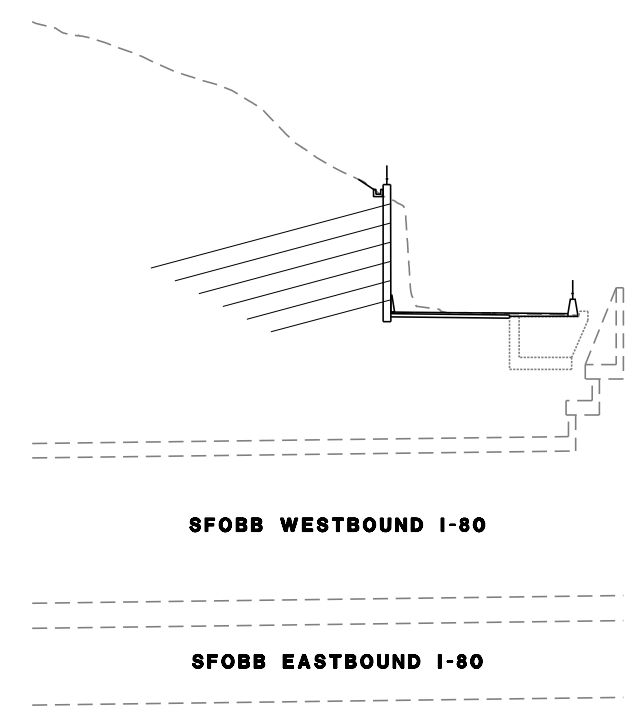
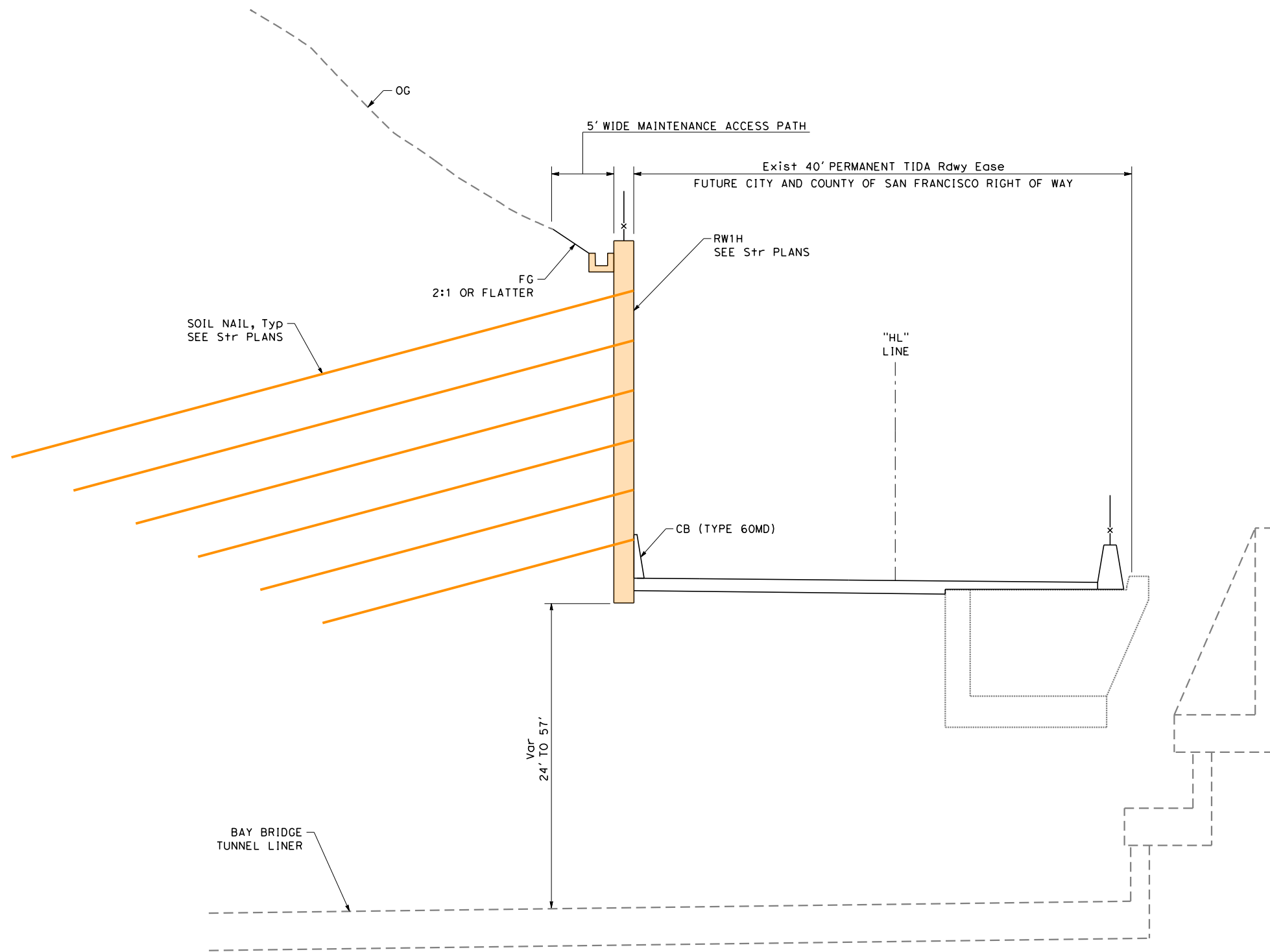
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WMH
 1111 BROADWAY, SUITE 300
 OAKLAND, CA 94607
 (510) 698-6300 (PHONE)
 (510) 444-2450 (FAX)
 www.wmhcorporation.com



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CONTRACT NO.		
SHEET NAME	SHEET NO.	TOTAL SHEETS
L-2		
LAST REVISION	DATE PLOTTED => 11/29/2023	
11-29-23	TIME PLOTTED => 3:15:34 PM	





LEGEND:

IMPROVEMENTS

IN CT R/W

SFOBB WESTBOUND I-80

"HL" 74+73 TO "HL" 75+68
HILLCREST ROAD

TYPICAL CROSS SECTIONS
SCALE: 1" = 5'

FOR NOTES, ABBREVIATIONS
AND LEGEND, SEE SHEET X-1

NO.	DATE	DESCRIPTION	BY	APP.
TABLE OF REVISIONS				

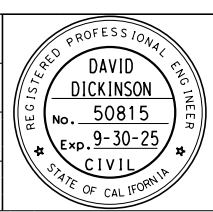
YERBA BUENA ISLAND
HILLCREST ROAD
IMPROVEMENT
PROJECT

DESIGNED BY:
S. DWYER

DRAWN BY:
S. DWYER

CHECKED BY:
D. DICKINSON

APPROVED BY:
D. DICKINSON



REGISTERED CIVIL ENGINEER

11-8-23
PLANS SUBMITTAL DATE

PLANS APPROVAL DATE

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WMH

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1 [Hillcrest Widening Project Retaining Wall Maintenance Agreement Between Treasure Island
2 Development Authority and the State of California]

3 **RESOLUTION AUTHORIZING THE TREASURE ISLAND DIRECTOR TO ENTER INTO A**
4 **MAINTENANCE AGREEMENT BETWEEN THE TREASURE ISLAND DEVELOPMENT**
5 **AUTHORITY AND THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE**
6 **DEPARTMENT OF TRANSPORTATION, FOR THE RETAINING WALL IMPROVEMENTS**
7 **ON STATE’S RIGHT-OF-WAY ABOVE A PORTION OF STATE ROUTE 80 ABOVE YERBA**
8 **BUENA ISLAND FOR THE HILLCREST WIDENING PROJECT ON YERBA BUENA**
9 **ISLAND.**

10 WHEREAS, Naval Station Treasure Island (“NSTI”) was selected for closure and
11 disposition by the Base Realignment and Closure Commission in 1993, acting under Public
12 Law 101-510, and its subsequent amendments; and

13 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,
14 authorizing the Mayor’s Treasure Island Project Office to establish a nonprofit public benefit
15 corporation known as the Treasure Island Development Authority (the “Authority”) to act as a
16 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and
17 conversion of the Base for the public interest, convenience, welfare and common benefit of
18 the inhabitants of the City and County of San Francisco; and

19 WHEREAS, The San Francisco County Transportation Authority (“SFCTA”) is the
20 congestion management agency for San Francisco, and the SFCTA has an ongoing, positive
21 relationship with TIDA, including planning, design and leading in construction and
22 implementation of the Treasure Island/Yerba Buena Island Ramps Project (the “Project”); and,

23 WHEREAS, The first component of the Project completed the construction of new
24 westbound on-ramp and off-ramp (on the east side of YBI) to the Eastern Span of the San
25 Francisco-Oakland Bay Bridge in June 2016 and was open to public traffic shortly after; and

1 WHEREAS, The second component of the Project is currently under construction to
2 seismically retrofit and reconstruct the YBI Westside Bridges (“Westside Bridges Project”);
3 and

4 WHEREAS, On May 8, 2019, TIDA Board of Directors approved amendments to the
5 existing Memorandum of Agreements with SFCTA to incorporate the Southgate Road
6 Realignment Improvement Project (“Southgate Project”) to the overall scope of the Project;
7 and

8 WHEREAS, On October 30, 2019, the State of California Department of Housing and
9 Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”),
10 under the Infill Infrastructure Program (“IIG Program”) established under Division 31, Part 12.5
11 of the Health and Safety Code commencing with Section 53559; and

12 WHEREAS, On January 14, 2020, the Board of Supervisors approved Resolution 27-
13 20 authorizing the Authority to file an IIG application and delegating authority, on behalf of the
14 City to prepare an application; and

15 WHEREAS, On June 23, 2020, the Department notified the Authority of an IIG Program
16 award of \$30 million for the Hillcrest Widening Project (“IIG Grant”); and

17 WHEREAS, On November 18, 2020, the TIDA Board approved Resolution 20-31-1118
18 and authorized the Treasure Island Director to enter into a Memorandum of Agreement
19 between the Authority and SFCTA for Project Management and Oversight, Engineering and
20 Environmental Services to Implement the IIG Grant for widening of Hillcrest Road and connect
21 with new improvements under the Southgate Project and Westside Bridges Project for a
22 comprehensive design (“Hillcrest Widening Project”); and

23 WHEREAS, A portion of the proposed retaining wall necessary for completion of the
24 Hillcrest Widening Project is located within the State of California (“State”)’s right-of-way
25 above a portion of State Route 80; and

1 WHEREAS, SFCTA has filed an application for an encroachment permit with the State
2 of California Department of Transportation (“Caltrans”) on October 23, 2023, for Caltrans to
3 issue an encroachment permit for the retaining wall improvements located within the State’s
4 right-of-way; and

5 WHEREAS, Caltrans requires the project sponsor execute a Caltrans form
6 maintenance agreement as a condition precedent to issuance of a Caltrans encroachment
7 permit; and

8 WHEREAS, The Authority is the project sponsor and has negotiated a draft
9 maintenance agreement with Caltrans for the retaining wall improvements necessary for the
10 Hillcrest Widening Project that are located within the State’s right-of-way, a copy of which is
11 attached to the staff report accompanying this resolution (“Maintenance Agreement”); now
12 therefore be it

13 RESOLVED, That the TIDA Board of Directors hereby authorizes the Treasure Island
14 Director to execute the Maintenance Agreement with Caltrans substantially in the form
15 attached to the staff report accompanying this resolution; and, be it

16 FURTHER RESOLVED, That the TIDA Board of Directors hereby authorizes the
17 Treasure Island Director to enter into any additions, amendments or other modifications to the
18 Maintenance Agreement that the Treasure Island Director determines in consultation with the
19 City Attorney are in the best interests of the Authority, that do not materially increase the
20 obligations or liabilities of the Authority, that do not materially reduce the rights of the
21 Authority, and are necessary or advisable to complete the preparation and approval of the
22 Maintenance Agreement, such determination to be conclusively evidenced by the execution
23 and delivery by the Treasure Island Director of the documents and any amendments thereto.

24
25

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on December 13, 2023.

Mark Dunlop, Secretary

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