

**GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT**

**RESOLUTION NO. 2011-070**

**AUTHORIZE EXECUTION OF A RIGHT-OF-WAY AGREEMENT AND  
A COOPERATIVE AGREEMENT BETWEEN THE GOLDEN GATE BRIDGE,  
HIGHWAY AND TRANSPORTATION DISTRICT AND THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION  
RELATIVE TO THE DOYLE DRIVE RECONSTRUCTION PROJECT**

July 22, 2011

**WHEREAS**, Doyle Drive is the San Francisco approach to the Golden Gate Bridge and as such is the primary vehicular access route servicing the Golden Gate Bridge from the south; and,

**WHEREAS**, the State of California, acting by and through its Department of Transportation (“Department”) and the San Francisco County Transportation Authority (“Authority”) are in the midst of constructing the Presidio Parkway Project (the “Project”), formerly referred to as the South Access to the Golden Gate Bridge—Doyle Drive Replacement Project, on portions of U.S. Route 101 and State Route 1 in the City and County of San Francisco; and,

**WHEREAS**, the Project is an important public safety improvement with local and regional transportation benefits, including to the District, and time is of the essence as to its construction; and,

**WHEREAS**, in 2006 the Authority, as lead agency, prepared and circulated a Draft Environmental Impact Report (DEIR) for the Project; and,

**WHEREAS**, Section 3.2.8 of the DEIR recognized the existence of a "less than adequate weave condition" on northbound US 101 between the Presidio Park on-ramp and Merchant Road off-ramp" and deficient levels of service between the Merchant Road and Veterans Boulevard ramps and included an option to create a "Merchant Road Slip Ramp," a new exit ramp from Doyle Drive to Merchant Road in the vicinity of the Bridge that would avoid the traffic entering northbound 101 from the Presidio Park on-ramp; and,

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**WHEREAS**, on September 8, 2006, pursuant to Resolution 2006-073, the Board of Directors urged inclusion of the Merchant Road Slip Ramp as part of the final design of the Project, finding that the design proposed by the Authority would maintain an undesirable traffic situation; and,

**WHEREAS**, on December 16, 2008, the Authority adopted the Final Environmental Impact Report for the Project and approved the Project, but did not include the Slip Ramp Option as part of the approved project design; and,

**WHEREAS**, the Authority, in adopting the Project, selected a Preferred Alternative which did not include the Slip Ramp Option; and,

**WHEREAS**, in response to the District's inquiries regarding this decision, the Authority and the Department cited the additional \$8.6 million cost of the option and the impact on existing structures within the Presidio; and,

**WHEREAS**, the Department has explained that the design of the weave area is constrained by a number of factors, including but not limited to property acquisition issues vis a vis park lands, historical and land use concerns, impacts on existing structures within the Presidio, engineering challenges, funding and environmental concerns; and,

**WHEREAS**, in response to the District's concerns, the Department has made improvements in the current conceptual design to the weave area with which the District previously took issue; and,

**WHEREAS**, those improvements include: a lengthening of the weave area from its current length, as measured from the gore point of the Presidio Park on-ramp to the Merchant Road off-ramp, from 885' to 925'; and,

**WHEREAS**, the horizontal angle of approach of the on-ramp has decreased substantially such that there is an additional 185' of roadway length where motorists on the on-ramp and those with whom they are about to merge can see one another for a longer time period before the merge; and,

**WHEREAS**, the vertical angle of approach of the on-ramp is far less steep and severe, again enabling motorists on the on-ramp and those with whom they are about to merge to see one another for a longer time period before the merge; and,

**WHEREAS**, there will not be vegetation blocking the ability of motorists on the on-ramp and those with whom they are about to merge to see one another before the merge; and,

**WHEREAS**, the Project is being constructed in multiple stages, effectuated through a series of construction contracts, some of which may be consolidated into a single agreement; and,

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**WHEREAS**, the Project includes a construction phase and a maintenance and operations phase pursuant to a Public-Private Partnership Agreement (“P3 Agreement”) between Department and a private developer, with the maintenance and operations phase of the P3 Agreement continuing for a period of thirty (30) years after the completion of the construction phase; and,

**WHEREAS**, on January 3, 2011, Department entered into the P3 Agreement for the Project with Golden Link Concessionaire, LLC (“P3 Developer”) to design, build, operate, and maintain the completed facility for the designated time period; and,

**WHEREAS**, the P3 Agreement requires that Department obtain a permit to enter or comparable right of access from District for the Project and contemplates that District shall have approval and permitting rights regarding design of improvements and construction activities on District’s property; and,

**WHEREAS**, pursuant to the P3 Agreement, the P3 Developer is responsible for obtaining the approval of District through the permitting process regarding design of improvements and construction activities on District’S property and for securing all other necessary permits required for the Project; and,

**WHEREAS**, it is in the mutual interest of Department and District, that the Project be constructed in a safe and efficient manner that minimizes adverse traffic impacts to the extent possible in light of the magnitude and scope of the Project; and,

**WHEREAS**, pursuant to the P3 Agreement, the P3 Developer must prepare and utilize a Traffic Management Plan addressing the movement of vehicular, bicycle and pedestrian traffic through and across the Project work during all phases of construction and for all elements of work and in all areas under the P3 Developer's control, which Traffic Management Plan shall also conform to pertinent Department standard specifications relating to public safety and convenience; and,

**WHEREAS**, the Project involves construction of improvements (“Facilities”) within an area for which District holds permit rights granted by the United States Government (the “Property”). The areas required by Department for the Project within the Property are depicted on Exhibit A, attached hereto and incorporated herein; and,

**WHEREAS**, construction of the Facilities will affect certain improvements currently owned and occupied by District and District’s operations thereon; and,

**WHEREAS**, so that Department may proceed with the Project, District does, subject to the terms and conditions contained in this Agreement, grant a Right of Entry to Department and its agents (which shall include Department’s contractors, P3 Developer, subcontractors, lessees, developers, invitees and all others involved in the construction and operation of the Project (collectively “Agents”)) to enable them to undertake work on the Property; and,

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**WHEREAS**, in order to address the impact of planned closures of Doyle Drive during the construction process, the Department and District have negotiated a Cooperative Agreement to fund the District's operation of additional bus and ferry service during such closures; and,

**WHEREAS**, the Department has agreed to indemnify and defend the District for any claims arising out of the design of the weave area, and the Department will continue to do so unless there are no claims concerning that area for a period of five years, or the District changes or allows to be changed the design of the weave area; and,

**WHEREAS**, the Building and Operating Committee Committee/Committee of the Whole, at its meeting of July 21, 2011, has so recommended that the Board of Directors authorize execution of a Right-of-Way Agreement with the California Department of Transportation, and approve the current conceptual design as presented through diagrams and plans, as well as the presentation, approval and recommendations of the California Department of Transportation; now, therefore, be it

**RESOLVED** that the Board of Directors (Board) of the Golden Gate Bridge, Highway and Transportation District (District) hereby approves the Right-of-Way Agreement with the California Department of Transportation and authorizes the General Manager to execute said Agreement on behalf of the District, in a form acceptable to the Attorney; and, be it further

**RESOLVED** that the Board hereby approves the Cooperative Agreement with the California Department of Transportation and authorizes the General Manager to execute said Agreement on behalf of the District, in a form acceptable to the Attorney; and, be it further

**RESOLVED** that the Board hereby approves the current conceptual design of the Project on the Property based on the available diagrams and plans, as well as the presentation, approval and recommendations by the California Department of Transportation.

**ADOPTED** this 22<sup>nd</sup> day of July 2011, by the following vote of the Board of Directors:

**AYES (17):** Directors Arnold, Boro, Campos, Chu, Cochran, Elsbernd, Mar, Moylan, Pahre, Renée, Snyder, Sobel, Stroeh and Theriault; Second Vice President Grosboll; First Vice President Eddie; President Reilly  
**NOES (0):** None  
**ABSENT (2):** Directors Brown and Rabbitt

**ATTEST:**

  
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**Janet S. Tarantino**  
Secretary of the District

  
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**Janet Reilly**  
President of the Board of Directors