

**DEPARTMENT OF TRANSPORTATION**

DISTRICT 4

OFFICE OF MAINTENANCE SERVICES

P.O. BOX 23660, MS- MS4A

OAKLAND, CA 94623-0660

PHONE (510) 286-4446

TTY 711

www.dot.ca.gov

*Making Conservation  
a California Way of Life.*

November 9, 2018

Ms. Shannon Cairns  
Project Manager  
San Francisco Department of Public Works  
30 Van Ness Ave. 5<sup>th</sup> floor  
San Francisco, CA 94102

Dear Ms. Cairns:

Please find enclosed: one original executed Amendment 2 document to the Maintenance Agreement given effect by the State and CCSF.

Thank you for your involvement in bringing this matter to a successful close.

If you have any questions, feel free to contact me at (510) 286-4446 or my staff at (510) 286-4458.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Al-Zireeni", with a long horizontal flourish extending to the right.

Waddah Al-Zireeni  
Branch Chief  
Caltrans District 4

## Enclosures

- (1) One original Amendment No.2 to Agreement for Maintenance of State Highways in the City of San Francisco.

**AMENDMENT No. 2 TO  
AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS  
IN THE CITY OF SAN FRANCISCO**

This second amendment ("AMENDMENT No. 2") is dated October 19, 2018 and is made to the Agreement for Maintenance of State Highways in the City and County of San Francisco dated July 2, 2009, and its First Amendment thereto dated October 27, 2011 ("AGREEMENT"), and entered into by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as ("STATE"), and the City and County of San Francisco, a municipal corporation, hereinafter referred to as ("CITY"), acting by and through its Public Works Director. CITY and STATE together are hereafter referred to as ("PARTIES").

**RECITALS:**

"WHEREAS, the High-Intensity Activated Crosswalk pedestrian beacon system ("HAWK System") has been or will be installed on Sloat Boulevard (SR 35) at: Forest View Drive, 23<sup>rd</sup> Avenue, 36<sup>th</sup> Avenue, Constanso Way, El Mirasol Place, 26<sup>th</sup> Avenue, 21<sup>st</sup> Avenue; and on San Jose Avenue (SR 82) at: Goethe Street, Rice Street;

WHEREAS, Contract No. 1294, M-Ocean View Track Replacement Project at 19<sup>th</sup> Avenue (SR1) and Rossmoor Drive installed signals, low profile speed bumps, steel bollards, pedestrian barrier rail, signage, red concrete;

WHEREAS, Contract No. \_\_\_\_\_ installed a trench for water, sewer and Auxiliary Water Supply System utilities; compliant with CITY standards, as shown in Exhibit C ("CITY Trench Details"), but not compliant with STATE standard specifications;

WHEREAS, PARTIES hereto now agree to amend AGREEMENT to specify the allocation of maintenance responsibilities, liability and indemnity regarding the construction and use of the CITY Trench Details.

NOW, THEREFORE, PARTIES agree to amend AGREEMENT as follows:

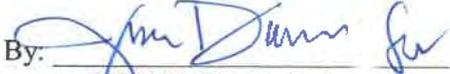
1. The AGREEMENT; page 3, dated May 4, 2009 is hereby deleted and replaced by page 3a and page 3b (REVISED).
2. EXHIBIT "A"; page 5, dated July 2, 2009 of AGREEMENT is hereby deleted and replaced by EXHIBIT "A" (REVISED); page 5.
3. EXHIBIT "A"; page 8, dated July 2, 2009 of AGREEMENT is hereby deleted and replaced by EXHIBIT "A" (REVISED); page 8.
4. EXHIBIT "B"; page 1, dated July 2, 2009 of AGREEMENT is hereby deleted and replaced by EXHIBIT "B" (REVISED); page 1.
5. EXHIBIT "B"; page 4, dated July 2, 2009 of AGREEMENT is hereby deleted and replaced by EXHIBIT "B"; page 4a and 4b (REVISED).
6. EXHIBIT "B"; page 5, dated July 2, 2009 of AGREEMENT is hereby deleted and replaced by EXHIBIT "B"; page 5a and 5b (REVISED).

- 7. New EXHIBIT "C" is hereby added to and made a part of AGREEMENT.
- 8. All other terms and conditions of AGREEMENT shall remain in full force and effect.
- 9. AMENDMENT No. 2 is hereby deemed to be included and is made a part of AGREEMENT.

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

THE CITY AND COUNTY OF  
SAN FRANCISCO

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By:   
 \_\_\_\_\_  
 MOHAMMED NURU  
 Director of Public Works

LAURIE BERMAN  
 Director of Transportation

By:   
 \_\_\_\_\_  
 DAVID AMBUEH  
 Deputy District Director  
 District 4 Maintenance

Approved as to form:

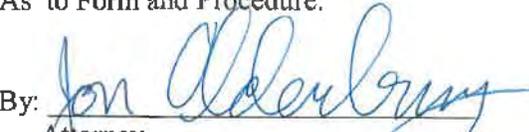
DENNIS J. HERRERA  
City Attorney

By:   
 \_\_\_\_\_  
 CHRISTOPHER TOM  
 Deputy City Attorney

ATTEST:

As to Form and Procedure:

By: \_\_\_\_\_  
 Clerk of the Board

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

- XI. 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 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 CITY 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 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 or in connection with any work expressly conferred upon STATE by this Agreement.
- XII. STATE costs and expenses pledged to pay CITY under the terms of this Agreement are conditioned upon the passage of the Annual State Budget Act by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of STATE funding to pay CITY's invoices.
- XIII.
- A. This Agreement shall remain in full force and effective until amended by the mutual consent of the parties thereto or terminated by either party upon thirty (30) days' notice to the other party.
- B. Notwithstanding, paragraph XIII (A), all provisions of this Agreement relating to SPECIFIED STATE ROUTES, including but not limited to, any duties under paragraphs III, VI, X, XI, XV, XVI, and XVII, shall remain in full force and effect, until amended or terminated upon mutual consent of the CITY and STATE.
- XIV. Pursuant to Board of Supervisors Resolution No. 380-15, the CITY executed that certain Operations and Maintenance Agreement with the City and County of San Francisco for Bus Rapid Transit Facilities on State Route 101 (the "BRT Operations and Maintenance Agreement"). As acknowledged in the BRT Operations and Maintenance Agreement, this Agreement is separate from, and does not modify the terms of the BRT Operations and Maintenance Agreement.
- XV.
- A. CITY will not accept STATE standard slurry cement backfill requirements for water, sewer, and Auxiliary Water Supply System (AWSS) utilities ("STATE Trench Detail") due to concerns that the material is not compatible with CITY's future maintenance and servicing of new connections. The STATE Trench Detail will cost utility companies more to perform maintenance and service new connections and will cause more disruption to the public due to longer lane closures needed to remove and replace slurry concrete.

Pursuant to the terms of the applicable encroachment permits issued by the STATE and the terms of this agreement the CITY may use CITY Water, Sewer, and AWSS Trench Detail ("CITY Trench Details"), attached as Exhibit C, as specified on projects 04-3A270, 04-4J790, 04-0G350, on SPECIFIED STATE ROUTES.

- B. Notwithstanding any other provision of this Agreement, the CITY shall be responsible for performing the maintenance and repair of SPECIFIED STATE ROUTES for all failures or defects of the roadway infrastructure resulting from the construction and use of the CITY- Trench Details (Exhibit C).

STATE shall provide reimbursements for routine maintenance of SPECIFIED STATE ROUTES as provided for in Exhibit A, but shall not reimburse CITY for maintenance and repair of conditions resulting from the construction and use of the CITY Trench Details.

- XVI. Notwithstanding any other provision of this Agreement, the CITY shall be solely responsible for all costs for the reconstruction of SPECIFIED STATE ROUTES for all failures or defects resulting from the construction and use of the CITY Trench Details, attached as Exhibit C, including but not limited to sinkholes, failure of compacted soils, and structural failure of the roadway resulting from the construction and use of the CITY Trench Details.
- XVII. CITY 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 SPECIFIED STATE ROUTES, resulting from the construction and use of the CITY Trench Details (Exhibit C), including but not limited to, failures of the compacted soils, sinkholes, potholes, cracking, and structural failure of the roadway resulting from the construction and use of the CITY Trench Details. It is understood by and between CITY and STATE that the CITY'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.
- XVIII. SPECIFIED STATE ROUTES shall be defined as the locations identified on Exhibit C. For all locations listed on Exhibit C, this agreement shall apply to all portions of the STATE's right-of-way between the listed post miles.

**A. DELEGATION OF MAINTENANCE**

The specific maintenance function indicated below (and on "EXHIBIT B and C") is hereby delegated to CITY. This Delegation of maintenance function set forth herein does not include the Control and maintenance areas and functions which rest with CITY under the terms of other executed Freeway Agreements and /or Freeway Maintenance Agreements.

Route No	Length Miles		Program Delegated	Maximum Annual Authorized Expenditure
1(a)	5.93	Junipero Serre Boulevard, from south city limits near Interstate 280 Interchange to Nineteenth Avenue along Nineteenth Avenue from Junipero Serra Boulevard to Cross-Over Drive; along Cross-Over Drive from Nineteenth Avenue to By-Pass Drive; along By-Pass Drive from Cross-Over Drive to Park Presidio Boulevard; along Park Presidio Boulevard From By-Pass Drive to Lake Street, a total length of 5.93 miles. (See footnotes 1, 7, 8, 9*, and 11*)	HM1A, 1B	92,900.00
			HM2C	2,300.00
			HM2D	69,707.00
			HM2E	10,500.00
			HM4K	62,000.00
			Total authorized, Route 1(a)	
1(b)	1.44	Park Presidio Boulevard from Lake Street to Golden Gate Bridge approach, a total length of 1.44 miles	None	0.00
Total authorized, Route 1(b)			<b>0.00</b>	
35(a)	2.00	Skyline Boulevard, from south city limits to Sloat Boulevard, a total length of 2.00 miles (See footnotes 2, 8)	HM2D	7,921.00
			HM4K	3,500.00
			Total authorized, Route 35(a)	

\*Added by Amendment No. 1 and 2.

Route No	Length Miles		Program Delegated	Maximum Annual Authorized Expenditure
280	9.03	Southern Freeway from the San Mateo County Line at the St. Charles Avenue Overcrossing to the end of constructed freeway at Brannan Street, a length of 7.54 miles; also, freeway on and off-ramps from Mission Street to Route 80, a length of 0.76 mile; total length 9.03 miles. (See footnote 8)	HM2C(R/W) HM4K	8,200.00 9,200.00
Total authorized Route 280				17,400.00
<b>TOTAL AUHORIZED EXPENDITURE</b>				<b>\$827,468.00</b>

Footnotes:

1. Length of street to be cleaned - 18.6 curb miles.
2. Length of street to be cleaned - 4.0 curb miles.
3. Length of street to be cleaned - 4.7 curb miles.
4. Length of street to be cleaned - 0.4 curb miles.
5. Length of street to be cleaned - 10.8 curb miles.
6. Length of street to be cleaned - 5.4 curb miles.
7. CITY shall maintain sidewalks and shall be responsible for any costs therein.
8. CITY will maintain signals and safety lighting on CITY streets at freeway on and off-ramps. STATE will maintain safety lighting of intersections connected to STATE circuits. CITY and STATE will participate in maintenance cost as provided under Program HM4K.
9. Maintenance of landscape areas or other ornamental plantings in the median area will be performed by CITY at no expense to STATE.
10. Adopted as a State highway by California Transportation Commission (Resolution HRA 01-2, December 6, 2000).
11. City shall own and maintain and be responsible for the costs of low profile speed bumps, steel bollards, pedestrian barrier rail, signage, red concrete built on CITY streets, within State Right of Way (19<sup>th</sup> Avenue/ Rossmoor Drive); as authorized under encroachment permit 04-17-N-OP2259.

**EXHIBIT "B" (REVISED) Page 1**  
**MAINTENANCE AND OPERATION OF ELECTRICAL EQUIPMENT BY**  
**THE CITY OF SAN FRANCISCO**  
**IN ACCORDANCE WITH MAINTENANCE AGREEMENT**  
**EFFECTIVE \_\_\_\_\_**

Amendment No.2  
DMA

Rte	PM	Intersection	Rate	Equipment	Int or Pole No	Units	% State	% City
1	0.00	Alemanya-Junipero Serra	SF	200W HP-Sodium	153, 161E	1	66.67	33.33
1	0.10	Alemanya O/C	SF	70W HP-Sodium	1-8	8	100.00	0.00
1	0.18	Palmetto-Alemanya	SF	150WHPS	401D, 402D	4	33.33	66.67
1	0.33	Brotherhood Way	SF	200W HP-Sodium	132D,133E,142D,143D	7	50.00	50.00
1	0.43	Font Blvd	SF	200W HP-Sodium	131W, 132W	2	66.67	33.33
1	0.68	Junipero Serra	SF	200W HP-Sodium	112D, 114D, 121D, 122D	8	50.00	50.00
			SF	250W HP-Sodium	389D	2	50.00	50.00
				Signals-FT			50.00	50.00
1	0.88	Crespi Dr	SF	250W HP-Sodium	372D, 373D, 376E	5	66.67	33.33
			SF	100W HP-Sodium	02D	2	66.67	33.33
			SF	150W HP-Sodium	145D	2	50.00	50.00
				Signals-FT			66.67	33.33
1	0.94	Holloway Ave	SF	200W HP-Sodium	151D	2	50.00	50.00
			SF	250W HP-Sodium	368D, 371D	4	50.00	50.00
				Signals-FT			50.00	50.00
1	1.35	Winston Dr	SF	70W HP-Sodium	21D	2	50.00	50.00
			SF	250W HP-Sodium	327D, 331D	4	50.00	50.00
				Signals-FT			50.00	50.00
1	1.55	M St Car Track/Buckingham Way extension	SF	200W HP-Sodium	322	1	66.67	33.33
				Signals-FT & Light [See			66.67	33.33
				Footnote (a)]				
1	1.60	Rossmoor Dr	SF	70W HP-Sodium	314	1	0.00	100.00
1	1.66	Eucalyptus Dr	SF	200W HP-Sodium	305D, 311D	4	50.00	50.00
			SF	100W HP-Sodium	21, 22	2	50.00	50.00
				Signals-FT			50.00	50.00
1	1.74	Ocean Ave	SF	200W HP-Sodium	297D, 301D	4	50.00	50.00
			SF	150W HPS	26/6	1	50.00	50.00
				Signals-FT			50.00	50.00
1	1.89	Sloat Blvd	SF	200W HP-Sodium	286D, 291D	4	75.00	25.00
			SF	150W HP-Sodium	23D, 31D	4	50.00	50.00
				Signals-FT			75.00	25.00

**EXHIBIT "B" (REVISED) Page 4a**  
**MAINTENANCE AND OPERATION OF ELECTRICAL EQUIPMENT**  
**BY THE CITY OF SAN FRANCISCO**  
**IN ACORDANCE WITH MAINTENANCE AGREEMENT; EFFECTIVE**

Rte	PM	Intersection	Rate	Equipment	Int or Pole No	Units	% State	% City
35	1.37	Harding Blvd	SF	150W HP-Sodium	32,31W,01	3	66.67	33.33
35	1.73	Zoo-Lake Merced Blvd, [See Footnote ( c )]	SF	150W HP-Sodium Signals-TA	11, 13, 16	3	50.00	50.00
35	1.83	Sloat-Skyline Conn	SF	150W HP-Sodium	12, 14	2	66.67	33.33
35	1.99	39th Ave/Skyline Blvd	SF	150W HP-Sodium	211,213,01D,03D,203N,205N	8	66.67	33.33
35	2.06	Sunset Blvd Ramps	SF	150W HP-Sodium	175,177,191	3	50.00	50.00
35	2.15	36th Ave [See Footnote ( a )]	SF	HAWK Beacon		2	50.00	50.00
35	2.25	34th Ave/Clearfield Drive, [See Footnote ( a )]	SF	200W HPS Signals-TA		4	50.00	50.00
35	2.32	Lakeshore Plaza/Sloat Blvd, [See Footnote ( a )]	SF	200W HPS Signals-TA		3	66.67	33.33
35	2.39	Constanso/Everglade Dr	SF	150W HP-Sodium	142,151	2	50.00	50.00
35	2.39	Constanso/Everglade Dr [See Footnote ( a )]	SF	HAWK Beacon		2	50.00	50.00
35	2.56	Mirasol Place	SF	150W HP-Sodium	128D, 131D	4	66.67	33.33
35	2.56	Mirasol Place [See Footnote ( a )]	SF	HAWK Beacon		2	50.00	50.00
35	2.67	Forest View Drive	SF	150W HP-Sodium	112D, 121D	4	66.67	33.33
35	2.67	Forest View Drive [See Footnote ( a )]	SF	HAWK Beacon		2	50.00	50.00
35	2.78	26th Ave	SF	150W HP-Sodium	92D, 121D	4	66.67	33.33
35	2.78	26th Ave [See Footnote ( a )]	SF	HAWK Beacon		2	50.00	50.00
35	2.93	23rd Ave/Crestlake Dr	SF	150W HP-Sodium	72S,71D,64D,63N	6	50.00	50.00
35	2.93	23rd Ave/Crestlake Dr [See Footnote ( a )]	SF	HAWK Beacon		2	50.00	50.00



**EXHIBIT "B" (REVISED) Page 5a**  
**MAINTENANCE AND OPERATION OF ELECTRICAL EQUIPMENT**  
**BY THE CITY OF SAN FRANCISCO**

**IN ACCORDANCE WITH MAINTENANCE AGREEMENT; EFFECTIVE**

Rte	PM	Intersection	Rate	Equipment	Int or Pole No	Units	% State	% City
80	4.91	5th St/Harrison St Ramp	SF	150W HPS	814	3	20.00	80.00
			SF	200W HP Sodium	36, 41	2	20.00	80.00
			SF	250W HP-Sodium	42	1	20.00	80.00
				Signals-FT			20.00	80.00
80	4.92	4th St/Harrison St Ramp	SF	250W HP-Sodium	33	1	20.00	80.00
			SF	150W HPS	82	1	20.00	80.00
				Signals-FT			20.00	80.00
80	4.93	4th St/Bryant St Ramp	SF	150W HP-Sodium		5	20.00	80.00
				Signals-FT			20.00	80.00
80	5.04	Bryant-Sterling St Ramp	SF	175W MV Lights	33	1	25.00	75.00
80	5.05	5th St/ Bryant St Ramp	SF	200W HP-Sodium	47, 51, 410, 71	4	20.00	80.00
			SF	150W HP-Sodium	67	1	20.00	80.00
80	5.54	Harrison-Essex St On-Ramp	SF	150W HP-Sodium	55, 53	2	25.00	75.00
				Signals-FT			25.00	75.00
80	5.56	1st-Harrison St Ramp	SF	150W HP-Sodium	41, 43, 52	3	25.00	75.00
				Signals-FT			25.00	75.00
80	5.58	Fremont-Harrison St Ramp	SF	100W HPS	33, 42	2	25	75.00
			SF	200W HP Sodium	35	1	25	75.00
				Signals-FT			25	75.00
82	0.04	Goethe St	SF	150W HP-Sodium	321	1	50.00	50.00
82	0.04	Goethe St	SF	HAWK Beacon		2	50.00	50.00
82	0.08	Rice Ave	SF	150W HP-Sodium	315	1	50.00	50.00
82	0.08	Rice Ave	SF	HAWK Beacon		2	50.00	50.00
82	0.13	Liebig-De Long St	SF	150W HP-Sodium	311	1	50.00	50.00
82	0.16	Alemanly Blvd - San Jose Ave	SF	150W HP-Sodium	315D, 318, 3010	4	44.44	55.56
			SF	150W HP-Sodium	309D, 3011D	4	44.44	55.56

**EXHIBIT "B" (REVISED) Page 5b**  
**MAINTENANCE AND OPERATION OF ELECTRICAL EQUIPMENT**  
**BY THE CITY OF SAN FRANCISCO**

**IN ACCORDANCE WITH MAINTENANCE AGREEMENT; EFFECTIVE**

<b>Rte</b>	<b>PM</b>	<b>Intersection</b>	<b>Rate</b>	<b>Equipment</b>	<b>Int or Pole No</b>	<b>Units</b>	<b>% State</b>	<b>% City</b>
82	0.17	Sagamore-Sickles	SF	150W HP-Sodium	12D, 294D, 11, 02,	8	28.57	71.43
82	0.20	Sadowa Off-Ramp	SF	250W MV Ljghts	292	1	50.00	50.00
101	0.56	Bayshore Blvd NB Ramp	SF	200W HP-Sodium	192	1	33.33	66.67
101	0.57	3rd St NB Ramp	SF	150W HP-Sodjum	674	1	33.00	67.00
101	0.69	Bayshore Blvd NB Ramp	SF	200W HP.:sodium	184	1	50.00	50.00
101	0.84	3rd St Ramp Merges	SF	100W HP-Sodium	19, 20	2	50.00	50.00

# EXHIBIT C

Amendment No. 2  
DMA

## SPECIFIED STATE ROUTES AND CITY WATER, SEWER, AND AWSS TRENCH DETAILS

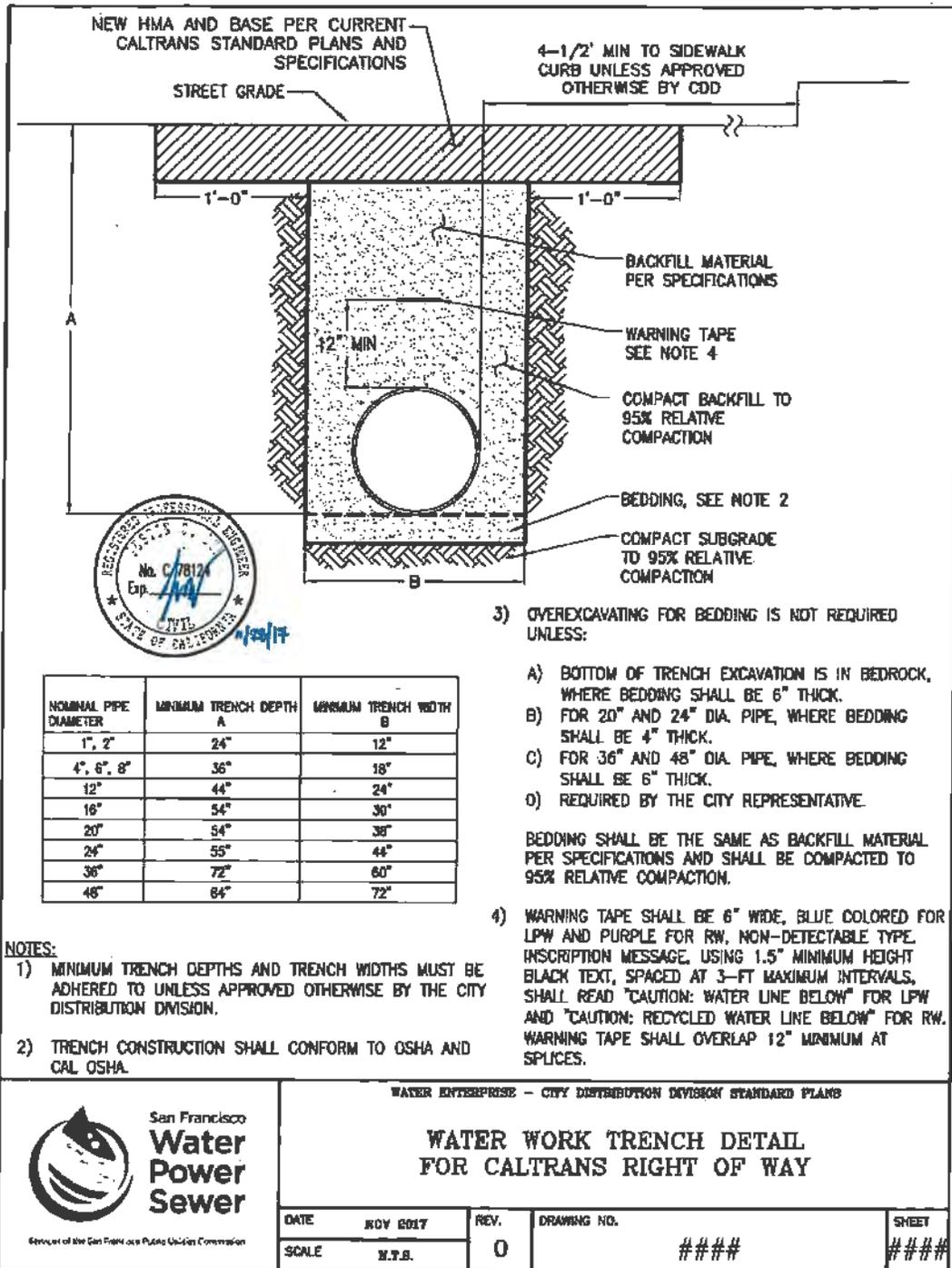
### SPECIFIED STATE ROUTES

State Route/ Project Expenditure Authorization Number (EA)	Street Name	Post Mile (longitudinal limits)		Lateral limits	Effective date
		Begin PM	End PM		
SR-101 EA 04-3A270	Van Ness Avenue	4.71	6.71	Entire width of street from back of curb east side to back of curb west side.	January 1, 2018
SR-101 EA 04-4J790	Lombard Street	6.71	8.02		January 1, 2018
SR-1 EA 04-0G350	19 <sup>th</sup> Avenue	R0.94	4.05		January 1, 2018

# EXHIBIT C

Amendment No. 2  
DMA

## CITY WATER, SEWER, AND AWSS TRENCH DETAILS

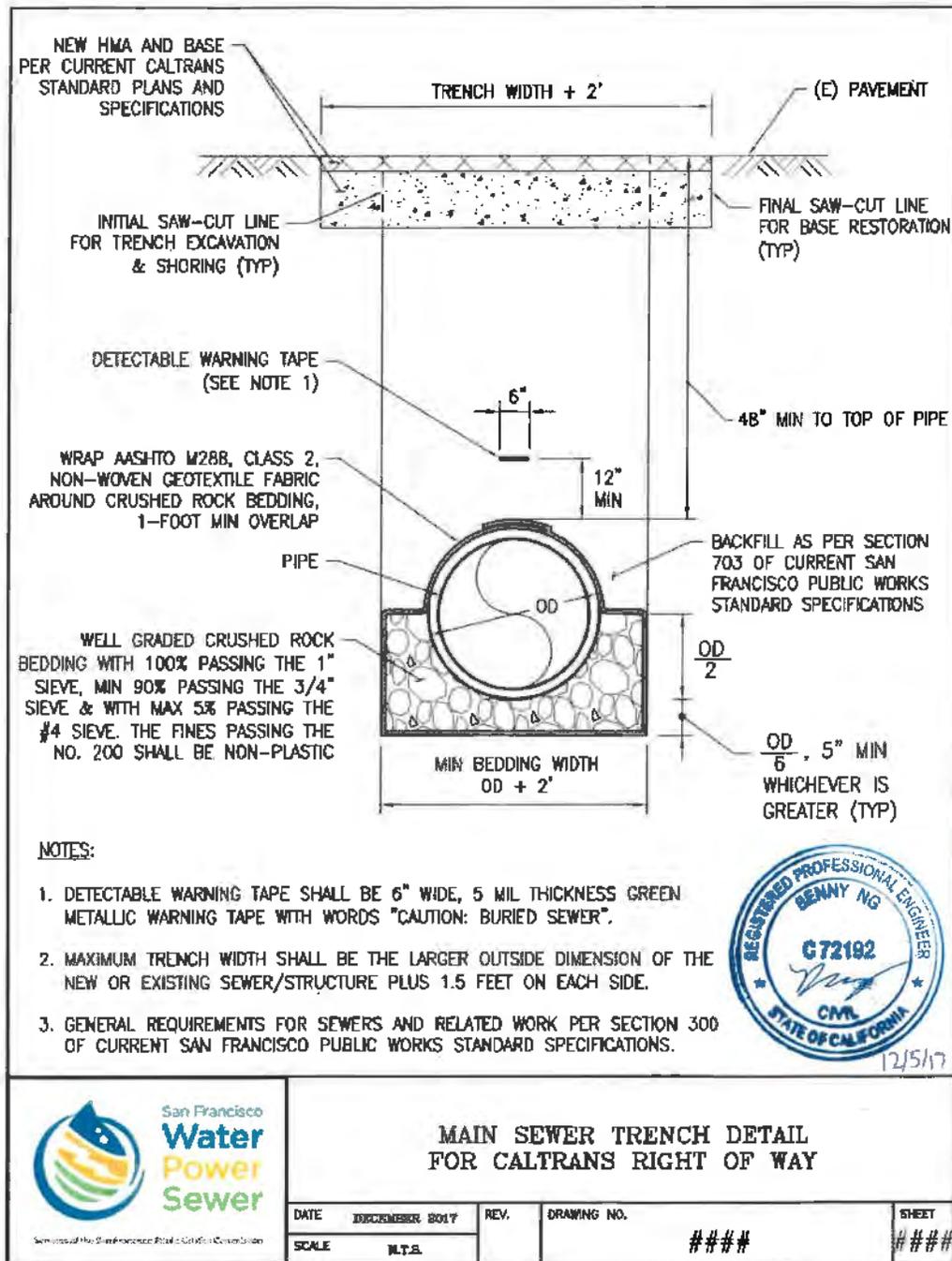


CITY shall be responsible for performing the maintenance and repair for all failures or defects of the roadway infrastructure resulting from the construction and use of the CITY-Trench Details.

# EXHIBIT C

Amendment No. 2  
DMA

## CITY WATER, SEWER, AND AWSS TRENCH DETAILS

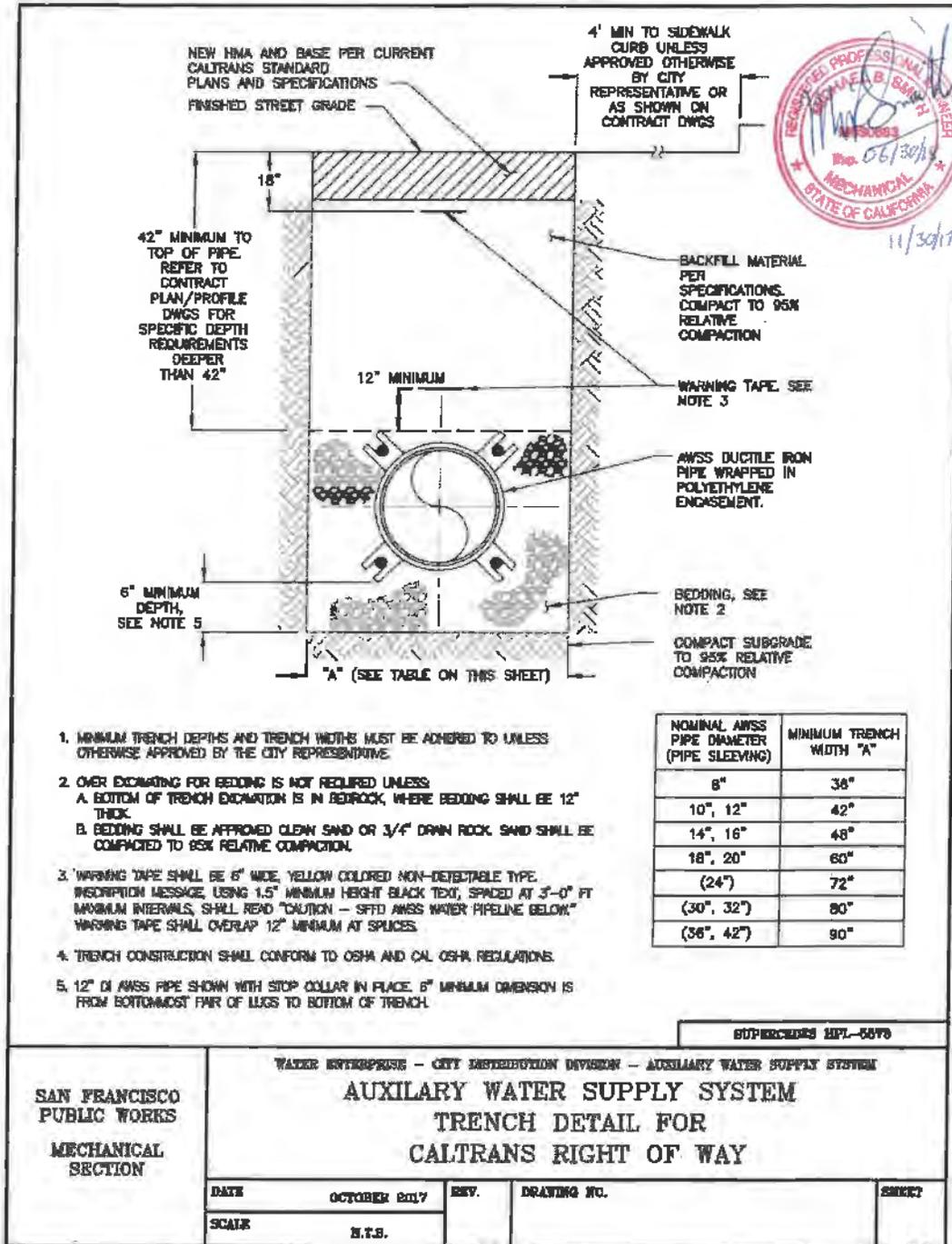


CITY shall be responsible for performing the maintenance and repair for all failures or defects of the roadway infrastructure resulting from the construction and use of the CITY- Trench Details.

# EXHIBIT C

Amendment No. 2  
DMA

## CITY WATER, SEWER, AND AWSS TRENCH DETAILS



CITY shall be responsible for performing the maintenance and repair for all failures or defects of the roadway infrastructure resulting from the construction and use of the CITY- Trench Details.