

BOARD of SUPERVISORS



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MEMORANDUM

LAND USE AND TRANSPORTATION COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Katy Tang, Chair
Land Use and Transportation Committee

FROM: Erica Major, Assistant Clerk

DATE: September 18, 2018

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, September 18, 2018

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting, Tuesday, September 18, 2018. This item was acted upon at the Committee Meeting on Monday, September 17, 2018, at 1:30 p.m., by the votes indicated.

Item No. 26 **File No. 180812**

Resolution approving the Second Amendment to the Agreement for Maintenance of State Highways in San Francisco between the City and County of San Francisco ("City") and the State of California Department of Transportation ("Caltrans") to include City's maintenance of additional facilities on right-of-way within Caltrans jurisdiction, including City's maintenance and operation of additional electrical equipment on Sloat Boulevard (State Route 35) at Forest View Drive, 23rd Avenue, 36th Avenue, Constanso Way, El Mirasol Place, 26th Avenue, and 21st Avenue, and on San Jose Avenue (State Route 82) at Goethe Street and Rice Street; to include City's maintenance of speed bumps, pedestrian barrier rail, signage, and red concrete at the intersection of Rossmoor Drive and 19th Avenue; and to reflect Caltrans' authorization of the City's construction and use of water, sewer, and auxiliary water supply system trench facilities compliant with City standards ("City Trench Details") on certain specified routes, including portions of Caltrans right-of-way on Van Ness Avenue, Lombard Street, and 19th Avenue, and the City's indemnification of Caltrans regarding any failures, defects, conditions, or damage resulting from the construction and use of the City Trench Details.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Katy Tang - Aye
Supervisor Ahsha Safai - Aye
Supervisor Jane Kim - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Jon Givner, Deputy City Attorney

File No. 180812 Committee Item No. 4
 Board Item No. 26

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation Committee Date September 17, 2018

Board of Supervisors Meeting Date September 18, 2018

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DRAFT Amend No. 2</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Maintenance Agmt and Agmt Amend No. 1</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DPW Order No. 186981 072418</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DPW Order No. 178169 051309</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>BOS Reso No. 209-09 060909</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Referral FYI 080318</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Committee Rpt Memo 091818</u> |
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Completed by: Erica Major Date September 14, 2018
 Completed by: Erica Major Date September 18, 2018

1 [Agreement Amendment - California Department of Transportation - Incorporate Additional
2 Facilities and City Trench Standards]

3 **Resolution approving the Second Amendment to the Agreement for Maintenance of**
4 **State Highways in San Francisco between the City and County of San Francisco**
5 **("City") and the State of California Department of Transportation ("Caltrans") to include**
6 **City's maintenance of additional facilities on right-of-way within Caltrans jurisdiction,**
7 **including City's maintenance and operation of additional electrical equipment on Sloat**
8 **Boulevard (State Route 35) at Forest View Drive, 23rd Avenue, 36th Avenue, Constanso**
9 **Way, El Mirasol Place, 26th Avenue, and 21st Avenue, and on San Jose Avenue (State**
10 **Route 82) at Goethe Street and Rice Street; to include City's maintenance of speed**
11 **bumps, pedestrian barrier rail, signage, and red concrete at the intersection of**
12 **Rossmoor Drive and 19th Avenue; and to reflect Caltrans' authorization of the City's**
13 **construction and use of water, sewer, and auxiliary water supply system trench**
14 **facilities compliant with City standards ("City Trench Details") on certain specified**
15 **routes, including portions of Caltrans right-of-way on Van Ness Avenue, Lombard**
16 **Street, and 19th Avenue, and the City's indemnification of Caltrans regarding any**
17 **failures, defects, conditions, or damage resulting from the construction and use of the**
18 **City Trench Details.**

19
20 WHEREAS, On July 25, 1990, the City and County of San Francisco ("City") and the
21 State of California Department of Transportation ("Caltrans") entered into an agreement
22 authorizing the City to perform maintenance works in the State Highways in San Francisco;
23 and

24 WHEREAS, On June 9, 2009, in Resolution No. 209-09, the Board of Supervisors
25 accepted and approved Public Works Order No. 178,169, which recommended that the Board

1 of Supervisors approve a subsequent maintenance agreement to address various changes to
2 the State Highway routes in the City and to adjust reimbursement amounts to account for
3 inflation; and

4 WHEREAS, On July 2, 2009, the City and Caltrans entered into an agreement
5 ("Maintenance Agreement") authorizing the City to perform specified maintenance functions
6 on the State Highways within the City's jurisdiction and setting forth State's obligation to
7 reimburse City for such work; and

8 WHEREAS, The Maintenance Agreement superseded any previous agreements
9 regarding maintenance of the State right-of-way at Junipero Serra Boulevard, Nineteenth
10 Avenue, Cross-Over Drive, By-Pass Drive, Park Presidio Boulevard, Skyline Boulevard, Sloat
11 Boulevard, James Lick Freeway, San Jose Avenue, Bayshore Freeway, Central Freeway,
12 Mission Street, South Van Ness Avenue, Van Ness Avenue, Lombard Street, Richardson
13 Street, and Southern Freeway; and

14 WHEREAS, A copy of Resolution No. 209-09 is on file with the Clerk of the Board of
15 Supervisors in File No. 090630; and

16 WHEREAS, A copy of the approved Public Works Order No. 178,169 is on file with the
17 Clerk of the Board of Supervisors in File No. 090630; and

18 WHEREAS, On October 27, 2011, the City and Caltrans executed a first amendment to
19 the Maintenance Agreement ("First Amendment") to specify the maintenance responsibilities
20 for median landscaping on State Route 1, and in all other respects, the Maintenance
21 Agreement remained in full force and effect; and

22 WHEREAS, Copies of the Maintenance Agreement and the First Amendment are on
23 file with the Clerk of the Board of Supervisors in File No. 090630; and

24 WHEREAS, Public Works and Caltrans staff have collaborated on the second
25 amendment to the Maintenance Agreement ("Second Amendment" or "Amendment No. 2"),

1 which reflects Caltrans' authorization of the City's construction and use of water, sewer, and
2 auxiliary water supply system ("AWSS") trench facilities compliant with City standards ("City
3 Trench Details"), which are not identical to Caltrans standards for such facilities, on specified
4 routes including portions of Caltrans right-of-way on Van Ness Avenue, Lombard Street, and
5 19th Avenue; and

6 WHEREAS, The Second Amendment would address the allocation of liability and costs
7 related to such trench facilities among City and Caltrans, and would provide that: the City shall
8 be responsible for performing the maintenance and repair of the routes specified in the
9 agreement ("Specified State Routes") and for all failures or defects of the roadway
10 infrastructure resulting from the construction and use of the City Trench Details; Caltrans shall
11 provide reimbursements for routine maintenance of Specified State Routes, but shall not
12 reimburse the City for maintenance and repair of conditions resulting from the construction
13 and use of the City Trench Details; the City shall be solely responsible for all costs for the
14 reconstruction of Specified State Routes for all failures or defects resulting from the
15 construction and use of the City Trench Details, including but not limited to sinkholes, failure
16 of compacted soils, and structural failure of the roadway resulting from the construction and
17 use of the City Trench Details; the City shall fully defend, indemnify, and save harmless,
18 Caltrans and its officers, directors, agents, and employees for any injury, claim, damage, or
19 liability occurring as the result of any condition or defect of Specified State Routes, resulting
20 from the construction and use of the City Trench Details, including but not limited to, failures
21 of the compacted soils, sinkholes, potholes, cracking, and structural failure of the roadway
22 resulting from the construction and use of the City Trench Details; and the City's duty to
23 defend, indemnify, and save harmless described above extends to any injury, claim, damage,
24 or liability whether said injury, claim, damage, or liability is alleged to have been caused by a
25 failure to maintain or a failure of design and construction; and

1 WHEREAS, The Second Amendment would include the City's maintenance of low
2 profile speed bumps, steel bollards, pedestrian barrier rail, signage, red concrete at the
3 intersection of 19th Avenue (Caltrans' jurisdiction) and Rossmoor Drive; and

4 WHEREAS, The Second Amendment would include the City's maintenance and
5 operation of certain electrical equipment on Rossmoor Drive installed pursuant to the M-
6 Ocean View Track Replacement Project at 19th Avenue (State Route 1) and Rossmoor Drive;
7 and

8 WHEREAS, The Second Amendment would include the City's maintenance and
9 operation of certain electrical equipment that constitutes the High-Intensity Activated
10 Crosswalk pedestrian beacon system (the "HAWK System") that has been installed on Sloat
11 Boulevard (State Route 35) at Forest View Drive, 23rd Avenue, 36th Avenue, Constanso
12 Way, El Mirasol Place, 26th Avenue, and 21st Avenue, and on San Jose Avenue (State Route
13 82) at Goethe Street and Rice Street; and

14 WHEREAS, As set forth in Public Works Order No. 186981, dated July 24, 2018, the
15 Director of Public Works has recommended that the Board of Supervisors approve the
16 Second Amendment; and

17 WHEREAS, A copy of Public Works Order No. 186981 is on file with the Clerk of the
18 Board of Supervisors in File No. 180812;

19 WHEREAS, A copy of said Second Amendment is on file with the Clerk of the Board of
20 Supervisors in File No. 180812; now, therefore, be it

21 RESOLVED, That the Board of Supervisors accepts and approves the Public Works
22 Director's recommendations in Public Works Order No. 186981 and the Second Amendment
23 to reflect Caltrans' authorization of the City to permit construction and use of water, sewer,
24 and AWSS trench facilities compliant with City standards on specified state routes, and
25 allocating liability related to such facilities; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors hereby approves, confirms, and
2 ratifies all actions heretofore taken by the officers of the City with respect to such Second
3 Amendment, and authorizes and directs the Public Works Director to execute an agreement in
4 substantial conformance with the Second Amendment and to approve any additions,
5 amendments, or other modifications to the Second Amendment that the Public Works
6 Director, in consultation with the City Attorney, determines are in the best interest of the City,
7 do not materially increase the obligations or liabilities of the City or materially decrease the
8 public benefits accruing to the City, and are necessary or advisable to effectuate the purpose
9 and intent of this Resolution; and, be it

10 FURTHER RESOLVED, That within 30 days of the full execution of the Second
11 Amendment by all parties, the Public Works Director shall provide the fully executed Second
12 Amendment to the Clerk of the Board for inclusion in the official file.

13 FURTHER RESOLVED, That the Board of Supervisors directs the Clerk of the Board
14 to send four (4) certified copies of this Resolution to Caltrans at an address to be provided by
15 the Public Works Director.

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

This second amendment ("AMENDMENT No. 2") is dated _____, 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 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, 23rd Avenue, 36th Avenue, Constanso Way, El Mirasol Place, 26th Avenue, 21st Avenue; and on San Jose Avenue (SR 82) at: Goethe Street, Rice Street;

WHEREAS, Contract No. 1294, M-Ocean View Track Replacement Project at 19th 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.

EXHIBIT "A" (REVISED) Page 5

Amendment No. 2
DMA

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)	
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.

EXHIBIT "A" (REVISED) Page 8

Amendment No. 2
DMA

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
TOTAL AUHORIZED EXPENDITURE				\$827,468.00

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 (19th 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 4b
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	3.06	21st Ave	SF	150W HP-Sodium	42D,51D,41N	5	66.67	33.33
35	3.06	21st Ave	SF	HAWK Beacon		2	50.00	50.00
35	3.16	19th Ave	SF	150W HP-Sodium	32N	1	75.00	25.00
80	4.39	7th St/Bryant St. Ramp	SF	200W HPS	814	1	20.00	80.00
			SF	200W HP-Sodium	46,48	2	20.00	80.00
				Signals-FT			20.00	80.00
80	4.40	7th St near Bryant St.	SF	200W HP-Sodium	41,43,45	3	50.00	50.00
				Signals-FT			20.00	80.00
80	4.49	8th St./Bryant St.	SF	200W HP-Sodium	96	1	50.00	50.00
				Signals-FT			20.00	80.00
80	4.51	8th St./Harrison St Ramp	SF	200W HP-Sodium	115, 122,35,42	4	20.00	80.00
				Signals-FT			20.00	80.00
80	4.51	7th St/Harrison Ramp	SF	200W HP-Sodium	43,44	2	50.00	50.00
				Signals-FT			20.00	80.00
80	4.52	8th St near Harrison	SF	200W HP-Sodium	37,42,107,112	4	50.00	50.00
				Signals-FT			20.00	80.00

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

Rte	PM	Intersection	Rate	Equipment	Int or Pole No	Units	% State	% City
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

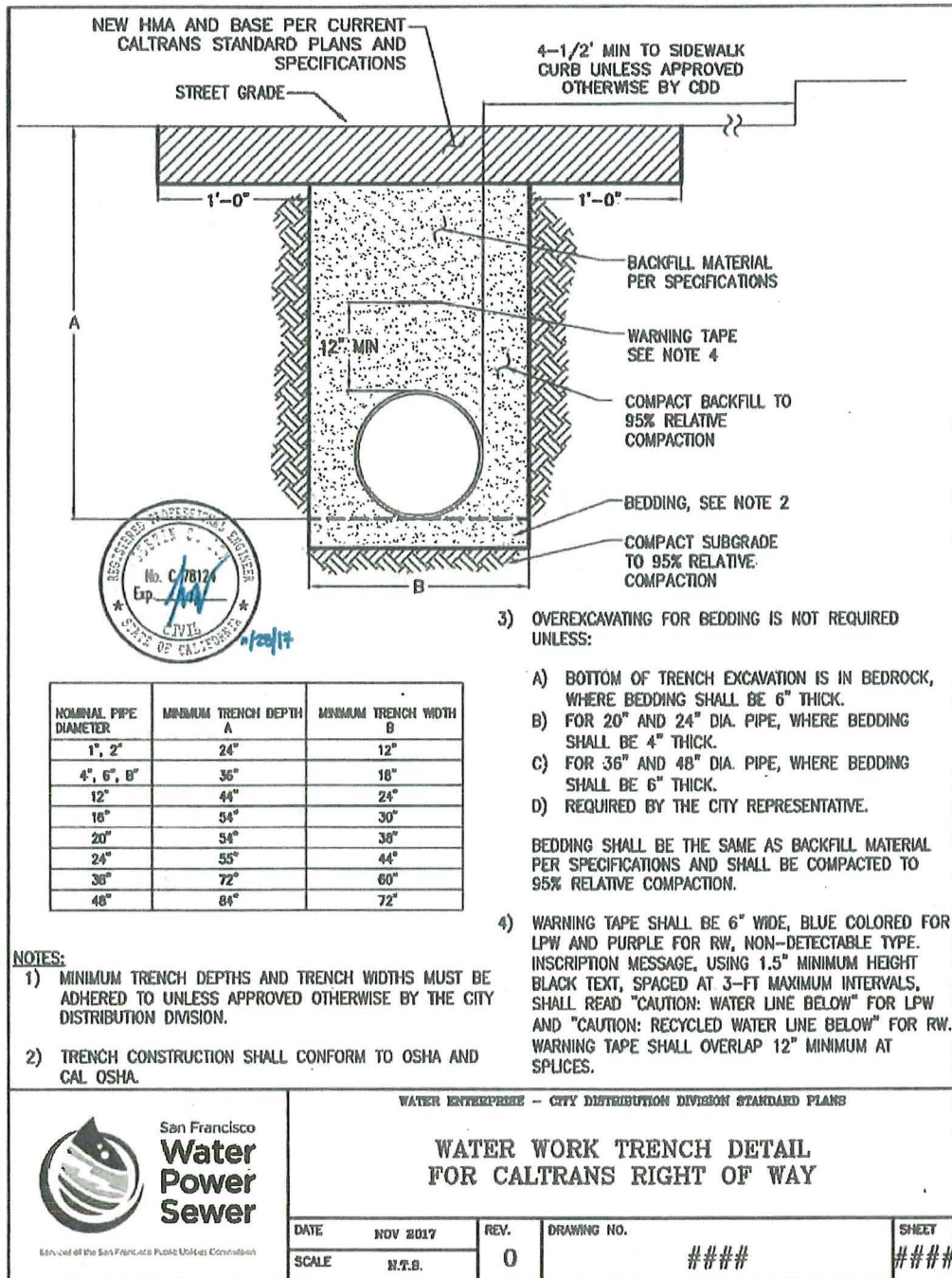
SPECIFIED STATE ROUTES

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 th Avenue	R0.94	4.05		January 1, 2018

EXHIBIT C

Amendment No. 2
DMA

CITY WATER, SEWER, AND AWSS TRENCH DETAILS

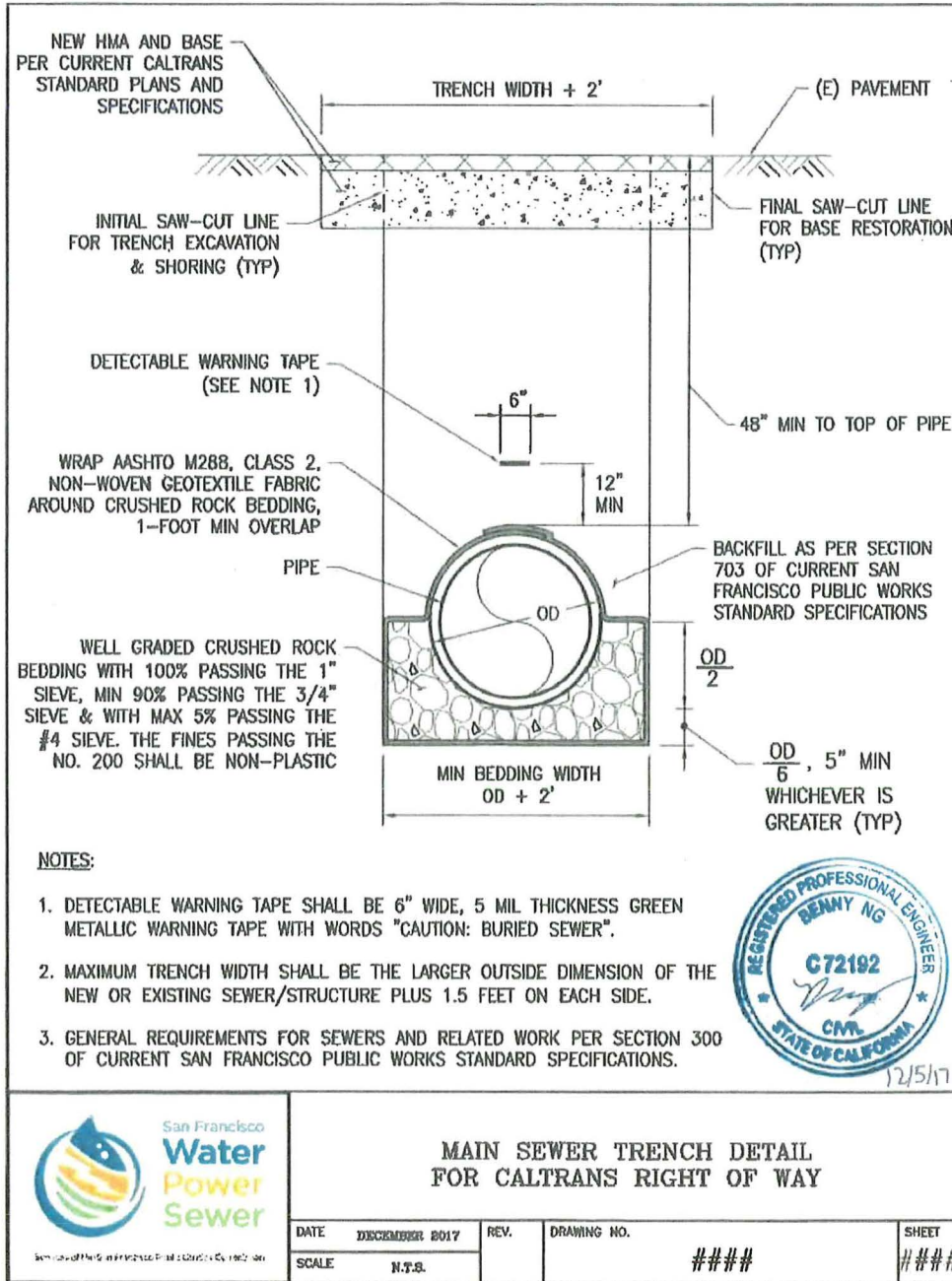


CITY shall be responsible for performing the maintenance and repair for all failures or defects of the roadway infrastructure resulting from the construction and use of the CITY-Trench Details.

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.

**AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS
IN THE CITY OF SAN FRANCISCO**

THIS AGREEMENT, is made effective this 2nd day of July, 2009, by and between the State of California, acting by and through its Department of Transportation, hereinafter referred to as "STATE", and the City and County of San Francisco, hereinafter referred to as "CITY".

- I. The Parties desire to provide that CITY will perform specified maintenance functions on the State Highways within CITY's jurisdiction as authorized in section 130 of the Streets and Highways Code.
- II. This Agreement shall supersede any previous agreement for maintenance of the identified portions of those State Highways in the CITY and/or amendments thereto with CITY.
- III. CITY will perform such maintenance work as is specifically delegated to it on the identified State Highway routes, or portions thereof, all as hereinafter described within Exhibit A hereof, or as said Exhibit may be subsequently modified with the consent of the parties acting by and through their authorized representatives.
- IV. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual (a copy of which has been provided to CITY), or as may be prescribed from time to time by the District Director. "District Director," as used herein, means the District Director of the Department of Transportation assigned to the Region in which CITY is located, or an authorized representative.
- V. The functions and levels of maintenance service delegated to CITY in the attached Exhibit A, "Delegation of Maintenance", has been considered in setting authorized total dollar amounts. CITY may perform additional work if desired, but STATE will not reimburse CITY for any work not specifically delegated nor for work in excess of the authorized dollar limits established herein.
- VI. A. STATE will reimburse CITY for the actual direct cost of all routine maintenance work performed by CITY as delegated under Exhibit A to this Agreement. It is agreed that during any fiscal year, the maximum expenditure on any State Highway route shall not exceed the amount as shown in Exhibit A to this Agreement unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided for.

The cost of operating and maintaining utility-owned and maintained lighting now in

place at the intersection of any State Highway route and any CITY street/road shall be shared as shown in Exhibit B.

- B. The expenditure per route for routine maintenance work, as referred to above, may be increased or decreased, redistributed between routes, or additional expenditures for specific projects may be made, when such adjustment of expenditures for routine maintenance or such specific work is authorized in writing by the District Director or his authorized representative and accepted by CITY as an amendment to Exhibit A.
 - C. Additional expenditures, or an adjustment of expenditures, once authorized shall apply during the fiscal year designated therein and shall not be deemed to permanently modify or change the basic maximum expenditure per route as hereinafter specified. An adjustment of any said maximum expenditure, either an increase or decrease, shall not affect other terms of this Agreement.
- VII. A new Exhibit A, "DELEGATION OF MAINTENANCE" will be provided annually by STATE for each ensuing fiscal year, if necessary, to ensure an equitable annual cost allocation.
- VIII. A. CITY will submit bills in a consistent periodic sequence (monthly, quarterly, semiannually, or annually). Bills for less than \$500 shall not be submitted more than once each quarter. Bills must be submitted promptly following the close of STATE's fiscal year on each June 30th and shall be coded according to STATE's HM Program Code as outlined in this Agreement. Bills submitted for work performed in periods prior to the last fiscal year will be deemed waived and will not be honored.
- B. Maintenance services provided by contract or on a unit-rate basis must exclude overhead costs. An actual cost-based handling charge by CITY for the direct cost of processing this type of bill will be allowed.
- IX. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State Highways different from the standard of care imposed by law.
- X. 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 expressly conferred upon CITY by this Agreement. It is understood and agreed that CITY 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, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work expressly conferred upon CITY by this Agreement.

- 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. 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.

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

CITY AND COUNTY OF
SAN FRANCISCO

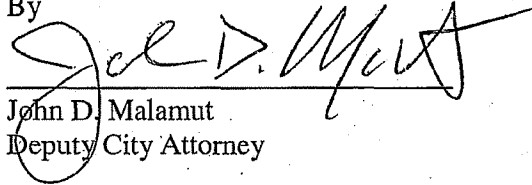


ED REISKIN
Director of Public Works

Approved as to form:

DENNIS J. HERRERA
City Attorney

By

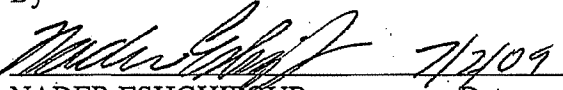


John D. Malamut
Deputy City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director of Transportation

By



NADER ESHGHIFOUR
Deputy District Director
Maintenance

7/2/09
Date

EXHIBIT "A"

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	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
1(a)	5.93	Junipero Serra 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.	HM1A, 1B	\$ 92,900.00
			HM2C	2,300.00
			HM2D	69,707.00
			HM2E	10,500.00
			HM4K	62,000.00
(See footnotes 1, 7, 8 and 9*)				
Total authorized, Route 1(a)				\$ 237,407.00
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)				\$ 0.00
35(a)	2.00	Skyline Boulevard, from south city limits to Sloat Boulevard, a total length of 2.00 miles.	HM2D	7,921.00
			HM4K	3,500.00
(See footnotes 2, 8)				
Total authorized, Route 35(a)				\$ 11,421.00

* Added by Amendment No. 1.

Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
35(b)	1.17	Sloat Boulevard from Skyline Boulevard to Nineteenth Avenue, State Route 1, a total length of 1.17 miles.	HM1A, 1B	11,600.00
			HM2C	1,200.00
			HM2D	15,842.00
			HM2E	0.00
			HM4K	6,500.00
		(See footnotes 3, 7, 8,9)		
			Total authorized, Route 35(b) \$	35,142.00
80	4.93	James Lick Freeway from the Division Street Interchange to the San Francisco-Oakland Bay Bridge; also, along the San Francisco-Oakland Bay Bridge to the easterly city limits, a total length of 4.93 miles.	HM2C(R/W)	30,200.00
			HM2D(R/W)	138,621.00
			HM4K	7,000.00
			Total authorized, Route 80 \$	175,821.00
82	0.21	San Jose Avenue from south city limits near Goethe Street to Route 280, a total length of 0.21 mile.	HM1A, 1B	1,200.00
			HM2C	600.00
			HM2D	7,921
			HM2E	0.00
			HM4K	3,500.00
		(See footnotes 4, 7, 8,9)		
			Total authorized, Route 82 \$	13,221.00

Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
101(a)	5.40	Bayshore and James Lick freeways from south city limits at the San Mateo County Line to the junction of Central Freeway at the Division Street Interchange; also, Central Freeway at the Division Street Interchange to end of freeway at Market Street, a length of 5.40 miles. (See footnote 8)	HM2C(RW)	\$ 23,200.00
			HM2D(RW)	39,606.00
			HM4K	7,300.00
			Total authorized, Route 101(a)	
101(b)	2.16	Mission Street from Duboce Avenue to South Van Ness Avenue, southbound South Van Ness Avenue from Erie Street to Mission Street, South Van Ness Avenue from Mission Street to Market Street and Van Ness Avenue from Market Street to Golden Gate Avenue. (See footnote 10) Van Ness Avenue from Golden Gate Avenue to Lombard Street, a length of 2.16 miles (See footnotes 5, 7, 8,9)	HM1A, 1B	34,800.00
			HM2C	1,200.00
			HM2D	126,739.00
			HM2E	0.00
			HM4K	36,000.00
Total authorized, Route 101(b)		\$ 198,739.00		
101(c)	1.34	Lombard Street from Van Ness Avenue to Richardson Street, along Richardson Street from Lombard Street to Lyon Street, a length of 1.34 miles (See footnotes 6, 7, 8,9)	HM1A, 1B	23,200.00
			HM2C	0.00
			HM2D	19,011
			HM2E	0.00
			HM4K	26,000.00
Total authorized, Route 101(c)		\$ 68,211.00		

Route No.	Length Miles	Description of Routing	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, a total length of 9.03 miles. (See footnote 8)	HM2C(R/W)	8,200.00
			HM4K	9,200.00
Total authorized, Route 280 \$				17,400.00
TOTAL AUTHORIZED EXPENDITURE \$				827,468.00

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 costs 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).

B. MAINTENANCE PROGRAM FUNCTIONS:

CITY shall perform only those maintenance functions delegated, as identified, in Section A (Delegation of Maintenance) of this Agreement. A brief description of those maintenance functions delegated to CITY are as follows, identified by STATE's HM Families (Program) codes.

HM1A FLEXIBLE ROADBEDS (Chapter A of STATE Maintenance Manual)

This provides for patching, sealing and maintaining the surface and base courses of asphalt surfaced roadways including asphalt surfaced shoulders. The following problems are included:

1. Crack/ joint repair
2. Poor ride quality
3. Structural pavement failure
4. Potholes/ local depressions
5. Preventive maintenance
6. Miscellaneous

HM1B RIGID ROADBEDS (Chapter B of STATE Maintenance Manual)

This provides for patching, sealing and repairing concrete roadbeds, approaches to bridges, and their appurtenant shoulders and foundations. The following problems are included:

1. Crack/ joint repair
2. Poor ride quality
3. Structural pavement failure
4. Bridge approach/ departure
5. Paved shoulder – preventive maintenance
6. Paved shoulder – repair
7. Miscellaneous

HM2C SLOPES/DRAINAGE/VEGETATION (Chapters C2 and C5 of STATE

Maintenance Manual)

This provides for cleaning, maintaining and repairing culverts, ditches, drains, structures, fences, curbs, sidewalks and other appurtenances between the roadbed and the outer highway right-of-way boundary line. It also includes weed and brush control by chemical, biological or mechanical methods, trimming and removal of trees and pest control. The following problems are included:

1. Unpaved shoulder management
2. Non-landscaped weed control
3. Non-landscaped tree/brush/vegetation
4. Fence repair
5. Drainage obstruction – ditch/ channel
6. Drainage obstruction – drains/ culverts
7. Drainage obstruction
8. Worn/damaged drainage facility
9. Miscellaneous

STATE will not pay for the maintenance of any sidewalks. CITY shall follow the same policy and procedures generally followed by it with respect to CITY sidewalks in the manner of requiring repairs and control of vegetation to be made by or at the expense of abutting property owners who are under legal obligation to perform such work.

HM2C (R/W) SLOPES/DRAINAGE/VEGETATION (Chapter C2 of STATE Maintenance Manual)

Right of Way lots

This provides for the maintenance of lots under and/or adjacent to freeways. There are different responsibilities depending on the type of use.

A. Landscaping

1. Prune
2. Edge
3. Weed
4. Weed Control (Spray)

B. Trees

1. Prune

HM2D LITTER/DEBRIS (Chapters D1 and D5 of STATE Maintenance Manual)

This provides for removal of litter and debris from roadway surfaces and roadsides. The following problems are included:

1. Debris/carcass pickup
2. Sweeping
3. Litter pickup
4. Spills of non-toxic substances
5. Miscellaneous

HM2D (R/W) LITTER/DEBRIS (Chapter D1 of STATE Maintenance Manual)

Right of Way lots

This provides for weekly sweeping and removal of litter and debris from STATE occupied lots under and/or adjacent to these specified STATE freeways. STATE will not pay for services on CITY occupied or controlled lots under and/or adjacent to these State Highways.

HM2E LANDSCAPING (Chapter E of STATE Maintenance Manual)

This provides for watering, fertilizing, removal of shrubs, and control of weeds in planted areas. Includes trimming, removal, and spraying of trees, replacement of plants, shrubs, and trees, and pest control in planted areas. The following problems are included:

1. Weed control
2. Pruning/thinning/removing/replacing
3. Irrigation

HM4M TRAFFIC GUIDANCE (Chapters M1, M4 and M5 of STATE Maintenance Manual)

This provides for the repainting of traffic stripes and markings and the cleaning, removal, and replacement of raised pavement markers. Cleaning, replacement, and general maintenance of signs and supports, including support structures for overhead signs are included. Also, the repair, cleaning, and replacement of guideposts, markers, guardrails, and energy dissipators as well as the repair of median barriers and their appurtenances. The following problems are included:

1. Pavement stripings
2. Pavement markings
3. Raised pavement markings
4. Roadside markers
5. Guardrails
6. Median Barriers
7. Vehicle energy attenuators
8. Miscellaneous

HM4K ELECTRICAL (Chapter K of STATE Maintenance Manual)

This includes maintenance work performed on highway electrical facilities including flashing beacons, traffic signals, traffic signal systems, safety lighting and sign lighting. It also includes the electrical energy for these items.

STATE will not pay for the maintenance, installation, repair, servicing, nor power for ordinary street lighting. However, lighting at intersections, which qualify as safety lighting under warrants approved/accepted by STATE, will be paid for when specifically authorized by the District Director. Where such lighting has been authorized, the maintenance and energy costs thereof shall be shared between STATE and CITY on a pro rata basis in the same ratio as the number of legs in the intersection under each jurisdiction bears to the total number of legs. The authorized lights are listed in Exhibit B.

The cost of maintaining traffic signals or other electrically operated traffic devices and safety lighting now in place or those which may hereafter be installed at the intersection of any State Highway route and any CITY street shall be shared between STATE and CITY on a pro rata basis in the same ratio as the number of legs in the intersection under

each jurisdiction bears to the total number of legs. The same principle of cost distribution shall apply to freeway interchanges.

The above does not apply if there is a separate Electrical Facility Cost Sharing Agreement in force.

EXHIBIT B
MAINTENANCE AND OPERATION OF ELECTRICAL EQUIPMENT
BY THE CITY OF SAN FRANCISCO
IN ACCORDANCE WITH MAINTENANCE AGREEMENT EFFECTIVE JULY 2, 2009

Rte	PM	Intersection	Rate	Equipment	Int or Pole No	Units	% State	% City
1	0.00	Aleman-y-Junipero Serra	SF	200W HP-Sodium	153, 161E	1	66.67	33.33
1	0.10	Aleman-y O/C	SF	70W HP-Sodium	1-8	8	100.00	0.00
1	0.18	Palmetto-Aleman-y	SF	150W HPS	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	SF	200W HP-Sodium	322	1	66.67	33.33
		extension		Signals-FT & Light [See			66.67	33.33
				Footnote (a)]				
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

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Rte	PM	Intersection	Rate	Equipment	Int or Pole No	Units	% State	% City
1	2.09	Wawona St	SF	100W HPS	264D, 271D, 81	5	66.67	33.33
				Signals-FT			66.67	33.33
1	2.22	Vicente St	SF	100W HPS	254D, 261D, 74, 81	6	50.00	50.00
				Signals-FT			50.00	50.00
1	2.36	Ulloa St	SF	100W HPS	244D, 251D, 172, 181	6	50.00	50.00
				Signals-FT			50.00	50.00
1	2.50	Taraval St	SF	100W HPS	234D, 241D, 84, 91	6	50.00	50.00
				Signals-FT			50.00	50.00
1	2.62	Santiago St	SF	100W HPS	224D, 231D, 72, 81	6	50.00	50.00
				Signals-FT			50.00	50.00
1	2.75	Rivera St	SF	100W HPS	214D, 221D, 84, 91	6	50.00	50.00
				Signals-FT			50.00	50.00
1	2.87	Quintara St	SF	100W HPS	204D, 211D, 92, 101	6	50.00	50.00
				Signals-FT			50.00	50.00
1	3.01	Pacheco St	SF	100W HPS	194D, 201D, 142, 151	6	50.00	50.00
				Signals-FT			50.00	50.00
1	3.14	Ortega St	SF	100W HPS	184D, 191D, 112, 116, 121	6	50.00	50.00
				Signals-FT			50.00	50.00
1	3.27	Noriega St	SF	100W HPS	174D, 181D, 112A, 121A	6	50.00	50.00
				Signals-FT			50.00	50.00
1	3.40	Moraga St	SF	100W HPS	164D, 171D, 124	5	66.67	33.33
				Signals-FT			66.67	33.33
1	3.53	Lawton St	SF	100W HPS	154D, 161D, 124A, 131	6	50.00	50.00
				Signals-FT			50.00	50.00
1	3.64	Kirkham St	SF	100W HPS	144D, 151D, 142, 151	6	50.00	50.00
				Signals-FT			50.00	50.00
1	3.79	Judah St	SF	100W HPS	134D, 141D	4	50.00	50.00
			SF	100W HP-Sodium	135, 136, 141, 142	4	50.00	50.00
				Signals-FT			50.00	50.00
1	3.93	Irving St	SF	100W HPS	124D, 131D, 174	5	50.00	50.00

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Rte	PM	Intersection	Rate	Equipment	Int or Pole No	Units	% State	% City
			SF	150W HP-Sodium	173, 182	2	50.00	50.00
				Signals-FT			50.00	50.00
1	4.05	Lincoln Way	SF	250W HP-Sodium	55, 56	2	50.00	50.00
			SF	150W HP-Sodium	175, 186, 181, 182	4	50.00	50.00
			SF	100W HPS	121D	2	50.00	50.00
				Signals-FT			50.00	50.00
1	4.09	South Dr	SF	250W HP-Sodium	51, 52, 53, 54	4	50.00	50.00
				Signals-FT			50.00	50.00
1	4.95	25th Ave	SF	250W HP-Sodium	21, 22, 23, 24, 37, 38	6	66.67	33.33
				Signals-FT			66.67	33.33
1	5.00	Fulton St	SF	250W HP-Sodium	01, 02	2	50.00	50.00
			SF	100W HPS	74D	2	50.00	50.00
				Signals-FT			50.00	50.00
1	5.13	Cabrillo St	SF	100W HPS	64D, 71D	4	50.00	50.00
				Signals-FT			50.00	50.00
1	5.25	Balboa St	SF	100W HPS	54D, 61D	4	50.00	50.00
				Signals-FT			50.00	50.00
1	5.38	Anza St	SF	100W HPS	44D,51D	4	50.00	50.00
				Signals-FT			50.00	50.00
1	5.50	Geary Blvd	SF	100W HPS	34, 35	2	50.00	50.00
			SF	200W HP-Sodium	492D, 493D	4	50.00	50.00
				Signals-FT			50.00	50.00
1	5.63	Clement St	SF	100W HPS	24D,31D	4	50.00	50.00
				Signals-FT			50.00	50.00
1	5.75	California St	SF	100W HPS	14D, 21D	4	50.00	50.00
				Signals-FT			50.00	50.00
1	5.88	Lake St	SF	100W HPS	11D	2	50.00	50.00
				Signals-FT			50.00	50.00
35	0.80	John Muir Dr	SF	200W HP-Sodium	51, 52D, 54D, 56D, 58D, 72, 74	11	66.67	33.33
35	1.26	Great Highway	SF	150W HP-Sodium	41, 42, 36	3	66.67	33.33

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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, Sigals-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	2.25	34th Ave/Clearfield Dr [See Footnote (a)]	SF	200W HPS Signals-TA		4	50.00 50.00	50.00 50.00
35	2.32	Lakeshore Plaza/Sloat Blvd [See Footnote (a)]	SF	200W HP Sodium Signals-TA		3	66.67 66.67	33.33 33.33
35	2.39	Constanso/ Everglade Dr	SF	150W HP-Sodium	142, 151	2	50.00	50.00
35	2.56	Mirasol Place	SF	150W HP-Sodium	128D, 131D	4	66.67	33.33
35	2.67	Forestview Dr	SF	150W HP-Sodium	112D, 121D	4	66.67	33.33
35	2.78	26th Ave	SF	150W HP-Sodium	92D, 101D	4	66.67	33.33
35	2.93	23rd Ave/ Crestlake Dr	SF	150W HP-Sodium	72S, 71D, 64D, 63N	6	50.00	50.00
35	3.06	21st Ave	SF	150W HP-Sodium	42D, 51D, 41N	5	66.67	33.33
35	3.16	19th Ave	SF	150W HP-Sodium	32N	1	75.00	25.00
80	4.39	7th St/Bryant St Ramp	SF	200W HPS 200W HP-Sodium Signals-FT	814 46, 48	1 2	20.00 20.00	80.00 80.00
80	4.40	7th St near Bryant St	SF	200W HP-Sodium Signals-FT	41, 43, 45	3	50.00 20.00	50.00 80.00
80	4.49	8th St/Bryant St Ramp	SF	200W HPS Signals-FT	96	1	50.00 20.00	50.00 80.00
80	4.51	8th St/Harrison St Ramp	SF	250W HP-Sodium Signals-FT	115, 122, 35, 42	4	20.00 20.00	80.00 80.00
80	4.52	8th St near Harrison St	SF	200W HPS Signals-FT	43, 44	2	50.00 20.00	50.00 80.00
80	4.51	7th St/Harrison St Ramp	SF	250W HP-Sodium Signals-FT	37, 42, 107, 112	4	50.00 20.00	50.00 80.00

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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	52, 55, 413, 416, 62	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	0.08	Rice Ave	SF	150W HP-Sodium	315	1	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
82	0.17	Sagamore-Sickles	SF	150W HP-Sodium	12D, 294D, 11, 02, 292D	8	28.57	71.43
82	0.20	Sadowa Off-Ramp	SF	250W MV Lights	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-Sodium	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

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Rte	PM	Intersection	Rate	Equipment	Int or Pole No	Units	% State	% City
101	1.04	Paul Ave	SF	400W MV Lights	315	1	33.33	66.67
101	1.76	Silver Ave Ramps	SF	400W MV Lights	246	1	40.00	60.00
101	1.77	Bayshore Blvd NB Ramp	SF	250W HP-Sodium	93, 101	2	50.00	50.00
101	2.02	Alemanya Circle SB Ramp	SF	400W HPS	0/14	1	50.00	50.00
101	2.16	Alemanya Circle NB Ramp	SF	150W HP-Sodium	0/13	1	50.00	50.00
101	2.17	Bayshore-Jerrold NB Ramp	SF	200W HP-Sodium	01, 03	2	33.33	66.67
101	4.01	Vermont-Mariposa Ramp	SF	175W MV Lights	51, 212	2	25.00	75.00
101	4.24	10th St/Bryant Ramp	SF	200W HPS	410, 52	2	20.00	80.00
101	4.54	9th St/Bryant Ramp	SF	200W HPS	48, 51, 106, 111	4	20.00	80.00
				Signals-FT			20.00	80.00
101	5.10	So. Van Ness Ramp/Division St	SF	6000L Inc Lights	24	1	50.00	50.00
				Signals-FT			20.00	80.00
101	5.20	Mission/Otis/Duboce Ramp	SF	150W HPS	19D, 1615, 168	4	16.67	83.33
				Signals-FT			20.00	80.00
101	5.50	Octavia St/Market St Ramp	SF	Lights			25.00	75.00
				Signals-FT			25.00	75.00
101		So. Van Ness/Mission St (b)	SF	Lights			50.00	50.00
				Signals-FT			50.00	50.00
101		Market St/South Van Ness Ave (b)	SF	Lights			50.00	50.00
				Signals-FT			50.00	50.00
101		Fell St (b)	SF	Lights			50.00	50.00
				Signals-FT			50.00	50.00
101		Hayes St (b)	SF	Lights			50.00	50.00
				Signals-FT			50.00	50.00
101		Grove St (b)	SF	Lights			50.00	50.00
				Signals-FT			50.00	50.00
101		McAllister St (b)	SF	Lights			50.00	50.00
				Signals-FT			50.00	50.00
101	5.26	Golden Gate Ave	SF	6000L Inc Lights	61, 62	3	50.00	50.00
			SF	6000L Inc Lights	57	0	50.00	50.00

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Rte	PM	Intersection	Rate	Equipment	Int or Pole No	Units	% State	% City
			SF	200W HP-Sodium	58	1	50.00	50.00
				Signals-FT			50.00	50.00
101	5.35	Turk St	SF	6000L Inc Lights	67, 68, 71, 72	4	75.00	25.00
				Signals-FT			75.00	25.00
101	5.42	Eddy St	SF	6000L Inc Lights	77, 78, 81, 82	4	50.00	50.00
				Signals-FT			50.00	50.00
101	5.48	Ellis St	SF	6000L Inc Lights	67, 91, 88 ,92	4	50.00	50.00
				Signals-FT			50.00	50.00
101	5.55	O'Farrell St	SF	6000L Inc Lights	97, 101, 98, 102	4	50.00	50.00
				Signals-FT			50.00	50.00
101	5.61	Geary St	SF	6000L Inc Lights	107, 108, 111, 112	4	50.00	50.00
				Signals-FT			50.00	50.00
101	5.67	Post St	SF	6000L Inc Lights	117, 118, 121, 122	4	50.00	50.00
				Signals-FT			50.00	50.00
101	5.74	Sutter St	SF	6000L Inc Lights	127, 128, 131, 132	4	50.00	50.00
				Signals-FT			50.00	50.00
101	5.80	Bush St	SF	6000L Inc Lights	137, 138, 141, 142	4	50.00	50.00
				Signals-FT			50.00	50.00
101	5.87	Pine St	SF	6000L Inc Lights	147, 148, 151, 152	4	50.00	50.00
				Signals-FT			50.00	50.00
101	5.94	California St	SF	6000L Inc Lights	157, 158, 161, 162	4	50.00	50.00
				Signals-FT			50.00	50.00
101	6.00	Sacramento St	SF	6000L Inc Lights	167, 168, 171, 172	4	50.00	50.00
				Signals-FT			50.00	50.00
101	6.06	Clay St	SF	6000L Inc Lights	177, 178, 181, 182	4	50.00	50.00
				Signals-FT			50.00	50.00
101	6.13	Washington St	SF	6000L Inc Lights	187, 188, 191, 192	4	50.00	50.00
				Signals-FT			50.00	50.00
101	6.19	Jackson St	SF	6000L Inc Lights	197, 198, 201, 202	4	50.00	50.00
				Signals-FT			50.00	50.00

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Rte	PM	Intersection	Rate	Equipment	Int or Pole No	Units	% State	% City
101	6.25	Pacific St	SF	6000L Inc Lights	207, 208, 211, 212	4	50.00	50.00
				Signals-FT			50.00	50.00
101	6.32	Broadway St	SF	6000L Inc Lights	217, 218, 222, 231	4	50.00	50.00
				Signals-FT			50.00	50.00
101	6.38	Vallejo St	SF	6000L Inc Lights	227, 228, 231, 232	4	50.00	50.00
				Signals-FT			50.00	50.00
101	6.45	Green St	SF	6000L Inc Lights	237, 238, 241, 242	4	50.00	50.00
				Signals-FT			50.00	50.00
101	6.51	Union St	SF	6000L Inc Lights	247, 248, 251, 252	4	50.00	50.00
				Signals-FT			50.00	50.00
101	6.58	Filbert St	SF	6000L Inc Lights	257, 258, 261, 262	4	50.00	50.00
				Signals-FT			50.00	50.00
101	6.64	Greenwich St	SF	6000L Inc Lights	267, 268, 271, 272	4	50.00	50.00
				Signals-FT			50.00	50.00
101	6.71	Lombard St/Van Ness Ave	SF	6000L Inc Lights	277, 278, 281, 282	4	50.00	50.00
			SF	150W HP-Sodium	141,142	2	50.00	50.00
				Signals-FT			50.00	50.00
101	6.80	Franklin St	SF	150W HP-Sodium	145D, 151D	4	50.00	50.00
			SF	200W HP-Sodium	284, 291	2	50.00	50.00
				Signals-FT			50.00	50.00
101	6.89	Gough St	SF	150W HP-Sodium	154D, 161D	4	50.00	50.00
			SF	100W HP-Sodium	292, 301	2	50.00	50.00
				Signals-FT			50.00	50.00
101	6.97	Octavia St	SF	150W HP-Sodium	164D, 171D	4	50.00	50.00
			SF	70W HP-Sodium	304, 311	2	50.00	50.00
				Signals-FT			50.00	50.00
101	7.06	Laguna St	SF	150W HP-Sodium	174D, 181D	4	50.00	50.00
			SF	70W HP-Sodium	321, 312	2	50.00	50.00
				Signals-FT			50.00	50.00
101	7.15	Buchanan St	SF	150W HP-Sodium	184D, 191D	4	50.00	50.00

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Rte	PM	Intersection	Rate	Equipment	Int or Pole No	Units	% State	% City
			SF	70W HP-Sodium	331, 324	2	50.00	50.00
				Signals-FT			50.00	50.00
101	7.24	Webster St	SF	150W HP-Sodium	194D, 201D, 314	5	50.00	50.00
			SF	70W HP-Sodium	321	1	50.00	50.00
				Signals-FT			50.00	50.00
101	7.33	Fillmore St	SF	150W HP-Sodium	204D, 211D	4	50.00	50.00
			SF	70W HP-Sodium	332, 326	2	50.00	50.00
				Signals-FT			50.00	50.00
101	7.42	Steiner St	SF	150W HP-Sodium	214D, 221D	4	50.00	50.00
			SF	100W HP-Sodium	324	1	50.00	50.00
			SF	70W HP-Sodium	332	1	50.00	50.00
				Signals-FT			50.00	50.00
101	7.51	Pierce St	SF	150W HP-Sodium	224D, 231D	4	50.00	50.00
			SF	70W HP-Sodium	314, 321	2	50.00	50.00
				Signals-FT			50.00	50.00
101	7.60	Scott St	SF	150W HP-Sodium	234D, 241D	4	50.00	50.00
			SF	70W HP-Sodium	312, 321	2	50.00	50.00
				Signals-FT			50.00	50.00
101	7.69	Divisadero St	SF	150W HP-Sodium	244D, 251D	4	50.00	50.00
			SF	70W HP-Sodium	312, 321	2	50.00	50.00
				Signals-FT			50.00	50.00
101	7.78	Broderick St	SF	150W HP-Sodium	254D, 261D	4	50.00	50.00
			SF	70W HP-Sodium	302, 311	2	50.00	50.00
				Signals-FT			50.00	50.00
101	7.81	Lombard-Richardson Ave	SF	150W HP-Sodium	01D	2	66.67	33.33
			SF	70W HP-Sodium	263, 267	2	66.67	33.33
				Signals-FT			50.00	50.00
101	7.89	Chestnut-Baker St	SF	150W HP-Sodium	04D, 11D	4	40.00	60.00
			SF	70W HP-Sodium	253, 256, 262, 301	4	40.00	60.00
				Signals-FT			33.33	66.67

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Rte	PM	Intersection	Rate	Equipment	Int or Pole No	Units	% State	% City
101	7.9	Baker St - east	SF	70W HP-Sodium	312, 313	2	66.67	33.33
			SF	150W HP-Sodium	12E	1	66.67	33.33
101	8.01	Francisco St	SF	150W HP-Sodium	14D, 21D	4	50.00	50.00
			SF	70W HP-Sodium	251, 254, 256	3	50.00	50.00
				Signals-FT			50.00	50.00
101	8.05	Lyon St - west	SF	150W HP-Sodium	23W	1	66.67	33.33
			SF	70W HP-Sodium	321	1	66.67	33.33
101	8.06	Lyon St - east	SF	150W HP-Sodium	23E	1	66.67	33.33
			SF	70W HP-Sodium	322	1	66.67	33.33
280	1.55	Geneva Ave NB Ramp	SF	200W HP-Sodium	31, 42	2	50.00	50.00
280	1.56	Geneva Ave SB Ramp	SF	200W HP-Sodium	23, 24, 25, 32	4	50.00	50.00
280	1.83	Ocean Ave SB Ramp	SF	150W HP-Sodium, Signals	612, 610D	3	33.33	66.67
280	1.85	Ocean Ave NB Ramp	SF	150W HP-Sodium, Signals	62, 64	2	33.33	66.67
280	2.56	San Jose Ave/Bosworth St Off	SF	150W HP-Sodium	14/7D, 14/5	3	50.00	50.00
280	2.57	San Jose Ave/Bosworth St On	SF	150W HP-Sodium	152D, D412 1412	3	50.00	50.00
280	2.60	Monterey Blvd Ramps	SF	150W HP-Sodium	01, 03, 011, 012S, 09	5	40.00	60.00
				Signals-FT			25.00	75.00
280	3.11	Aleman/Trumbull Ramp	SF	250W MV	85, 87	2	50.00	50.00
280	3.22	Aleman near Ped O/C	SF	250W MV	8/2, 8/4	2	50.00	50.00
280	3.44	Aleman /Ellsworth Ramp	SF	250W MV	64	1	50.00	50.00
280	3.52	Aleman Ramp north O/C	SF	250W MV	6/2, 7/1	2	50.00	50.00
280	3.75	Aleman/Crescent Ramp	SF	250W MV	2/1, 1/13	2	25.00	75.00
			SF	250W MV	2/4, 2/2	2	25.00	75.00
				Signals-FT			25.00	75.00
280	5.62	Cesar Chavez-Pennsylvania	SF	400W MV Lights	151	1	25.00	75.00
				Signals-FT			25.00	75.00
280	6.04	Pennsylvania Ave SB Ramp	SF	70W HP-Sodium	101, 103	2	33.33	66.67
280	6.51	Mariposa St Off-Ramp	SF	100W HP-Sodium	81	1	33.33	66.67
280	6.52	Mariposa St On-Ramp	SF	150W HPS	92	1	33.33	66.67
280	6.64	18th St NB Ramp	SF	100W HP-Sodium	92, 93	2	33.33	66.67

EXHIBIT B
MAINTENANCE AND OPERATION OF ELECTRICAL EQUIPMENT
BY THE CITY OF SAN FRANCISCO
IN ACCORDANCE WITH MAINTENANCE AGREEMENT EFFECTIVE JULY 2, 2009

Rte	PM	Intersection	Rate	Equipment	Int or Pole No	Units	% State	% City
280	6.69	18th St SB Ramp	SF	100W HP-Sodium	101, 102	2	33.33	66.67
280	7.22	6th St/Brannan St	SF	150W HP-Sodium	62, 72, 55, 69	4	25.00	75.00
				Signals-FT			25.00	75.00
280	7.50	5th St/King St	SF	Lights		4	33.33	66.67
				Signals-FT			33.33	66.67

FOOTNOTE

- (a) STATE maintained facility to be transferred to CITY maintenance upon written acceptance by CITY of modifications.
- (b) Adopted as State Highway per CTC Resolution HRA 01-2, December 6, 2000.
- (c) Signals were installed by STATE via EA 04-1A4304 (2009). STATE will maintain signals until requested and transferred to CITY for maintenance.



City and County of San Francisco
Office of the Clerk of
BOARD OF SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Your attention is hereby directed to the following:

I, Angela Calvillo, Clerk of the Board of the City and County of San Francisco, California do hereby certify that the annexed Resolution No. 209-09 is a full, true and correct copy of the original thereof on file in this office.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of the City and County of San Francisco, California this 19th day of June, A.D., 2009.

Angela Calvillo
Clerk of the Board
City and County of San Francisco

By Madeleine Scavoli

1 [Maintenance Agreement with Caltrans for various locations throughout the City.]

2

3 **Resolution approving a Maintenance Agreement between the City and County of San**
4 **Francisco and the State of California Department of Transportation (Caltrans)**
5 **concerning maintenance work to be performed by the City in the State right-of-way at**
6 **Junipero Serra Boulevard, Nineteenth Avenue, Cross-Over Drive, By-Pass Drive, Park**
7 **Presidio Boulevard, Skyline Boulevard, Sloat Boulevard, James Lick Freeway, San**
8 **Jose Avenue, Bayshore Freeway, Central Freeway, Mission Street, South Van Ness**
9 **Avenue, Van Ness Avenue, Lombard Street, Richardson Street, Southern Freeway and**
10 **ratifying certain actions in connection with this Resolution.**

11

12 WHEREAS, The City and County of San Francisco ("City") and State of California
13 Department of Transportation ("Caltrans") on July 25, 1990 entered into an agreement for the
14 City to perform maintenance works in the State Highways in the City and County of San
15 Francisco; and,

16 WHEREAS, The City and Caltrans agree that due to various changes to the State
17 Highway routes in the City and that the previous amount of reimbursement to the City had not
18 been adjusted to account for inflation, the City and Caltrans feel that a new Maintenance
19 Agreement is warranted at this time; and,

20 WHEREAS, San Francisco and Caltrans desire to effectuate this Agreement governing
21 the applicable terms and conditions; and,

22 WHEREAS, This Maintenance Agreement shall supersede all previous Agreements or
23 amendments thereto, for the following locations: in the State right-of-way at Junipero Serra
24 Boulevard, Nineteenth Avenue, Cross-Over Drive, By-Pass Drive, Park Presidio Boulevard,
25 Skyline Boulevard, Sloat Boulevard, James Lick Freeway, San Jose Avenue, Bayshore

1 Freeway, Central Freeway, Mission Street, South Van Ness Avenue, Van Ness Avenue,
2 Lombard Street, Richardson Street, Southern Freeway. Said Agreement also delineates the
3 work that the City will perform and that level of State reimbursement. Said Agreement is on file
4 with the Clerk of the Board of Supervisors in File No. 090630, and is hereby incorporated by
5 reference as though full set forth herein; and,

6 WHEREAS, The Department of Public Works and Caltrans have reviewed and
7 approved this Maintenance Agreement which covers the following areas: in the State right-of-
8 way at Junipero Serra Boulevard, Nineteenth Avenue, Cross-Over Drive, By-Pass Drive, Park
9 Presidio Boulevard, Skyline Boulevard, Sloat Boulevard, James Lick Freeway, San Jose
10 Avenue, Bayshore Freeway, Central Freeway, Mission Street, South Van Ness Avenue, Van
11 Ness Avenue, Lombard Street, Richardson Street, Southern Freeway; and,

12 WHEREAS, The Department of Public Works in DPW Order No. 178,169, which is on
13 file with the Clerk of the Board of Supervisors in File No. 090630, has recommended
14 that this Board approve the Maintenance Agreement; now, therefore, be it

15 RESOLVED, That the Board of Supervisors accepts and approves DPW Order No.
16 178,169 and the Maintenance Agreement; and, be it

17 FURTHER RESOLVED, That this Board directs the Clerk to send four (4) certified
18 copies of this Resolution to Caltrans at an address to be provided by the Director of the
19 Department of Public Works; and, be it

20 FURTHER RESOLVED, That this Board hereby approves, confirms, and ratifies all
21 actions heretofore taken by the officers of the City with respect to such Maintenance
22 Agreement, and authorizes and directs the Clerk of the Board and the Director of the
23 Department of Public Works to take any and all actions which they or the City Attorney may
24 deem necessary or advisable in order to effectuate the purpose and intent of this Resolution.



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails

Resolution

File Number: 090630

Date Passed:

Resolution approving a Maintenance Agreement between the City and County of San Francisco and the State of California Department of Transportation (Caltrans) concerning maintenance work to be performed by the City in the State right-of-way at Junipero Serra Boulevard, Nineteenth Avenue, Cross-Over Drive, By-Pass Drive, Park Presidio Boulevard, Skyline Boulevard, Sloat Boulevard, James Lick Freeway, San Jose Avenue, Bayshore Freeway, Central Freeway, Mission Street, South Van Ness Avenue, Van Ness Avenue, Lombard Street, Richardson Street, Southern Freeway and ratifying certain actions in connection with this Resolution.

June 9, 2009 Board of Supervisors — ADOPTED

Ayes: 11 - Alioto-Pier, Avalos, Campos, Chiu, Chu, Daly, Dufty, Elsbernd, Mar, Maxwell, Mirkarimi

File No. 090630

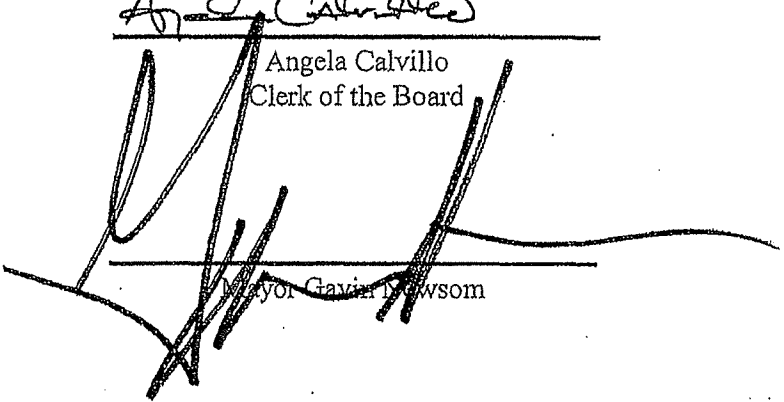
I hereby certify that the foregoing Resolution was ADOPTED on June 9, 2009 by the Board of Supervisors of the City and County of San Francisco.



Angela Calvillo
Clerk of the Board

6/10/09

Date Approved



Mayor Gavin Newsom

File No. 090630

City and County of San Francisco
Talks Report

**AMENDMENT NUMBER 1 TO
AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS
IN THE CITY OF SAN FRANCISCO**

This Amendment Number 1 ("AMENDMENT") to the Agreement for Maintenance of State Highways in the City of San Francisco ("AGREEMENT") is made 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, hereinafter referred to as "CITY". CITY and STATE together are hereinafter referred as "PARTIES".

WITNESSTH:

WHEREAS, the AGREEMENT was executed on July 2, 2009, between STATE and CITY, hereunder CITY provides services relating to maintenance of State Highways in the CITY; and

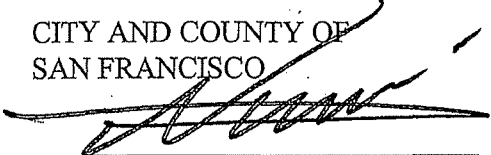
WHEREAS, CITY now desires to install 19th Avenue Streetscape Improvements on STATE Route 1 from Junipero Serra Boulevard to Lincoln Way, consisting of median landscaping ("MEDIAN LANDSCAPING") for traffic calming, safety and comfort; and

WHEREAS, PARTIES agree to amend AGREEMENT to specify the maintenance responsibility for MEDIAN LANDSCAPING.

NOW, THEREFORE, THE PARTIES AGREE TO AMEND AGREEMENT AS FOLLOWS:

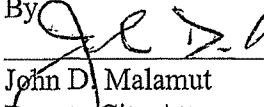
1. The attached Page 5 dated 10/27, 2011 and noted as Amendment No.1 shall cancel and supersede the like numbered page in AGREEMENT and become a part of AGREEMENT for all purposes. In all other respects, AGREEMENT shall remain in full force and effect.
2. This Amendment No. 1 to AGREEMENT shall become effective on 10/27/2011, and shall remain in full force and effect until amended or terminated as provided in Section XIII of AGREEMENT.

CITY AND COUNTY OF
SAN FRANCISCO


Mohammed Nuru
Interim Director of Public Works

Approved as to form:


DENNIS J. HERRERA
City Attorney

By 
John D. Malamut
Deputy City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MALCOLM DOUGHERTY
Acting Director of Transportation

By


NADER ESHGHIPOUR
Deputy District Director
Maintenance

10/27/11
Date

EXHIBIT "A"

*Superseded
by Amendment
No. 1*

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	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
1(a)	5.93	Junipero Serra 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)	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)	\$ 237,407.00
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)	
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)	



DPW Order No: 186981

Public Works Order No: 186981

Edwin M. Lee
Mayor

Mohammed Nuru
Director

San Francisco Public Works
1 Dr. Carlton B. Goodlett Pl.
Room 348
San Francisco, CA 94102
tel 415-554-6920

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks
twitter.com/mrcleansf

Recommending approval of and transmitting to the Board of Supervisors a resolution to approve the Second Amendment to the Agreement for Maintenance of State Highways in San Francisco between the City and County of San Francisco and the State of California Department of Transportation (Caltrans) and to authorize San Francisco Public Works to execute such Second Amendment.

By this Order, the Public Works Director recommends that the Board of Supervisors approve the second amendment (“Second Amendment” or “Amendment No. 2”) to the Agreement for Maintenance of State Highways in San Francisco by and between the City and County of San Francisco and the State of California Department of Transportation, executed on July 2, 2009 and amended by Amendment No. 1 on October 27, 2011 (“Maintenance Agreement”), and transmits to the Board of Supervisors a resolution that would approve and authorize the Director to execute the Second Amendment.

The Second Amendment would amend the Maintenance Agreement to reflect Caltrans’ authorization of the City’s construction and use of auxiliary water supply system (“AWSS”), water, and sewer trench facilities compliant with City standards (the “City Trench Details”), which are not identical to Caltrans standard slurry cement backfill requirements for water, sewer, and AWSS facilities (the “State Trench Details”) on specified State Highways located in San Francisco, subject to the City’s maintenance, repair, and reconstruction responsibilities and the City’s agreement to defend and indemnify Caltrans regarding failures, defects, or conditions of roadway infrastructure resulting from the construction and use of the City Trench Details. In addition, the Second Amendment would address City’s operation and/or maintenance of additional facilities located on Caltrans right-of-way as specified below.

1. Authorization of City Trench Details

Public Works has determined it cannot adopt the State Trench Details due to concerns that the specified material is not compatible with the City’s maintenance programs and servicing of new connections. The State Trench Details would cost utility companies more to perform maintenance and service new connections and would cause more disruption to the public due to longer lane closures needed to remove and replace slurry concrete.

The Second Amendment would amend the Maintenance Agreement to reflect that Caltrans has permitted the City to construct and use the City Trench Details on specified routes including portions of Caltrans right-of-way on Van Ness Avenue, Lombard Street, and 19th Avenue, as specified on Caltrans Encroachment Permit No. 04-18-N-OP-0969 and the plans and specifications for projects EA 04-3A270, EA 04-4J790, and EA 04-0G350.

2. Agreement to Indemnify Caltrans

The Second Amendment would also address the allocation of liability and costs related to such trench facilities among the City and Caltrans. The Maintenance Agreement currently provides indemnification of the Parties as specified below.

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

(Maintenance Agreement, Para. X, at page 2.)

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.

(Maintenance Agreement, Para. XI, at page 3.)

As specified in the Second Amendment excerpts below, the Second Amendment would include new provisions indemnifying the State and holding the State harmless for failures, defects, damage, and conditions resulting from the construction and use of the City Trench Details, and new provisions specifying the City's responsibility for performing maintenance, repair, and reconstruction of portions of certain state highways, as may be required as a result of the City Trench Details.

[XV(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.

(Second Amendment, page no. 3b.)

3. City's Operation and/or Maintenance of Additional Facilities

a. M-Ocean View Track Replacement Project

The City's M-Ocean View Track Replacement Project at 19th Avenue and Rossmoor Drive ("M-Ocean View Track Replacement Project") includes the installation of new traffic signals for the Rossmoor Drive approach onto 19th Avenue in order to provide a Transit Signal Priority System, improve safety and reliability, and prevent drivers from blocking the trackway. The M-Ocean View Track Replacement Project includes the installation of intrusion treatments (i.e., speed bumps, red painted areas) to deter people

from driving into specific areas around the M-Ocean line crossing at 19th Avenue, to alert drivers, and to keep the trackway clear.

The Second Amendment would address the City's maintenance of certain electrical equipment, low profile speed bumps, steel bollards, pedestrian barrier rail, signage, and red concrete installed as part of the M-Ocean View Track Replacement Project.

a. HAWK System

The City and Caltrans have installed the High-Intensity Activated Crosswalk pedestrian beacon system (the "HAWK System") on Sloat Boulevard (State Route 35) at Forest View Drive, 23rd Avenue, 36th Avenue, Constanso Way, El Mirasol Place, 26th Avenue, and 21st Avenue; and San Jose Avenue (State Route 82) at Goethe Street and Rice Street to enhance pedestrian safety. The Second Amendment would address the City's maintenance and operation of certain electrical equipment that constitutes the HAWK System at the specified locations.

The following is hereby transmitted for consideration by the Board of Supervisors:

1. Proposed Board Resolution on the Second Amendment to the Delegated Maintenance Agreement
2. Second Amendment to the Delegated Maintenance Agreement with Exhibits
3. Maintenance Agreement, as amended by Amendment No. 1

It is recommended that the Board of Supervisors approve the Second Amendment and adopt this resolution.

Mohammed Nuru

Director

7/24/2018

7/24/2018

X 

Thomas, John
Approver 2
Signed by: Thomas, John

X Mohammed Nuru

Nuru, Mohammed
Approver 3
Signed by: Nuru, Mohammed

City and County of San Francisco



Gavin Newsom, Mayor
Edward D. Reiskin, Director

Phone: (415) 554-6920
Fax: (415) 554-6944
TDD: (415) 554-6900
www.sfgov.org/dpw

Department of Public Works
Office of the Director
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4645

ORDER NO. 178,169

TRANSMITTING TO THE BOARD OF SUPERVISORS LEGISLATION TO AUTHORIZE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA TRANSPORTATION DEPARTMENT (CALTRANS) FOR PERFORMANCE OF MAINTENANCE WORK IN THE STATE RIGHT-OF-WAY AND APPROVING SAID AGREEMENT.

The City and County of San Francisco ("City") and California Department of Transportation ("Caltrans") on July 25, 1990 entered into an agreement for the City to perform maintenance works in the State Highways in and County of San Francisco.

Due to various changes in the State Highway routes in the City and the fact that the previous amount of reimbursement to the City has not been adjusted to account for inflation, the City and Caltrans believe that a new Maintenance Agreement is warranted at this time.

The Department of Public Works and Caltrans have jointly prepared this Maintenance Agreement for the following State right-of-way locations: Junipero Serra Boulevard, Nineteenth Avenue, Cross-Over Drive, By-Pass Drive, Park Presidio Boulevard, Skyline Boulevard, Sloat Boulevard, James Lick Freeway, San Jose Avenue, Bayshore Freeway, Central Freeway, Mission Street, South Van Ness Avenue, Van Ness Avenue, Lombard Street, Richardson Street, and the Southern Freeway. This Maintenance Agreement will supersede all previous Agreements or amendments thereto. Said agreement delineates the work that the City will perform and the amount the State will reimburse to the City. The Director and City Engineer, in consultation with the City Attorney's Office, have reviewed and approved this attached Agreement.

The following is hereby transmitted to the Board of Supervisors for your approval.

1. Agreement for Maintenance of State Highways in the City and County of San Francisco;
2. Exhibit "A";
3. Exhibit "B"

It is recommended that the Board of Supervisors adopt this legislation.

A handwritten signature in black ink, appearing to read "E. Reiskin".

Edward D. Reiskin
Director

APPROVED: May 13, 2009

cc: Dept. File (2)
Board of Supervisors (signed)

IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO

Customer Service

Teamwork

Continuous Improvement

FILE NO.

RESOLUTION NO.

1 [Maintenance Agreement with Caltrans for various locations throughout the City.]

2
3 **Resolution approving a Maintenance Agreement between the City and County of San**
4 **Francisco and the State of California Department of Transportation (Caltrans)**
5 **concerning maintenance work to be performed by the City in the State right-of-way at**
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9 **Avenue, Van Ness Avenue, Lombard Street, Richardson Street, Southern Freeway and**
10 **ratifying certain actions in connection with this Resolution.**

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12 WHEREAS, The City and County of San Francisco ("City") and State of California
13 Department of Transportation ("Caltrans") on July 25, 1990 entered into an agreement for the
14 City to perform maintenance works in the State Highways in the City and County of San
15 Francisco; and,

16 WHEREAS, The City and Caltrans agree that due to various changes to the State
17 Highway routes in the City and that the previous amount of reimbursement to the City had not
18 been adjusted to account for inflation, the City and Caltrans feel that a new Maintenance
19 Agreement is warranted at this time; and,

20 WHEREAS, San Francisco and Caltrans desire to effectuate this Agreement governing
21 the applicable terms and conditions; and,

22 WHEREAS, This Maintenance Agreement shall supersede all previous Agreements or
23 amendments thereto, for the following locations: in the State right-of-way at Junipero Serra
24 Boulevard, Nineteenth Avenue, Cross-Over Drive, By-Pass Drive, Park Presidio Boulevard,
25 Skyline Boulevard, Sloat Boulevard, James Lick Freeway, San Jose Avenue, Bayshore

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2 Lombard Street, Richardson Street, Southern Freeway. Said Agreement also delineates the
3 work that the City will perform and that level of State reimbursement. Said Agreement is on
4 file with the Clerk of the Board of Supervisors in File No. _____, and is hereby incorporated
5 by reference as though full set forth herein; and,

6 WHEREAS, The Department of Public Works and Caltrans have reviewed and
7 approved this Maintenance Agreement which covers the following areas: in the State right-of-
8 way at Junipero Serra Boulevard, Nineteenth Avenue, Cross-Over Drive, By-Pass Drive, Park
9 Presidio Boulevard, Skyline Boulevard, Sloat Boulevard, James Lick Freeway, San Jose
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11 Ness Avenue, Lombard Street, Richardson Street, Southern Freeway. Said Agreement also
12 delineates the work that the City will perform and that level of State reimbursement; and,

13 WHEREAS, The Department of Public Works in DPW Order No. 178,169, which is on
14 file with the Clerk of the Board of Supervisors in File No. _____, has recommended
15 that this Board approve the Maintenance Agreement; now, therefore, be it

16 RESOLVED, That the Board of Supervisors accepts and approves DPW Order No.
17 178,169 and the Maintenance Agreement; and, be it

18 FURTHER RESOLVED, That this Board directs the Clerk to send four (4) certified
19 copies of this Resolution to Caltrans at an address to be provided by the Director of the
20 Department of Public Works; and, be it

21 FURTHER RESOLVED, That this Board hereby approves, confirms, and ratifies all
22 actions heretofore taken by the officers of the City with respect to such Maintenance
23 Agreement, and authorizes and directs the Clerk of the Board and the Director of the
24 Department of Public Works to take any and all actions which they or the City Attorney may
25 deem necessary or advisable in order to effectuate the purpose and intent of this Resolution.

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21 the applicable terms and conditions; and,

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2 Lombard Street, Richardson Street, Southern Freeway. Said Agreement also delineates the
3 work that the City will perform and that level of State reimbursement. Said Agreement is on file
4 with the Clerk of the Board of Supervisors in File No. 090630 , and is hereby incorporated by
5 reference as though full set forth herein; and,

6 WHEREAS, The Department of Public Works and Caltrans have reviewed and
7 approved this Maintenance Agreement which covers the following areas: in the State right-of-
8 way at Junipero Serra Boulevard, Nineteenth Avenue, Cross-Over Drive, By-Pass Drive, Park
9 Presidio Boulevard, Skyline Boulevard, Sloat Boulevard, James Lick Freeway, San Jose
10 Avenue, Bayshore Freeway, Central Freeway, Mission Street, South Van Ness Avenue, Van
11 Ness Avenue, Lombard Street, Richardson Street, Southern Freeway; and,

12 WHEREAS, The Department of Public Works in DPW Order No. 178,169, which is on
13 file with the Clerk of the Board of Supervisors in File No. 090630 , has recommended
14 that this Board approve the Maintenance Agreement; now, therefore, be it

15 RESOLVED, That the Board of Supervisors accepts and approves DPW Order No.
16 178,169 and the Maintenance Agreement; and, be it

17 FURTHER RESOLVED, That this Board directs the Clerk to send four (4) certified
18 copies of this Resolution to Caltrans at an address to be provided by the Director of the
19 Department of Public Works; and, be it

20 FURTHER RESOLVED, That this Board hereby approves, confirms, and ratifies all
21 actions heretofore taken by the officers of the City with respect to such Maintenance
22 Agreement, and authorizes and directs the Clerk of the Board and the Director of the
23 Department of Public Works to take any and all actions which they or the City Attorney may
24 deem necessary or advisable in order to effectuate the purpose and intent of this Resolution.
25



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails Resolution

File Number: 090630

Date Passed:

Resolution approving a Maintenance Agreement between the City and County of San Francisco and the State of California Department of Transportation (Caltrans) concerning maintenance work to be performed by the City in the State right-of-way at Junipero Serra Boulevard, Nineteenth Avenue, Cross-Over Drive, By-Pass Drive, Park Presidio Boulevard, Skyline Boulevard, Sloat Boulevard, James Lick Freeway, San Jose Avenue, Bayshore Freeway, Central Freeway, Mission Street, South Van Ness Avenue, Van Ness Avenue, Lombard Street, Richardson Street, Southern Freeway and ratifying certain actions in connection with this Resolution.

June 9, 2009 Board of Supervisors — ADOPTED

Ayes: 11 - Alioto-Pier, Avalos, Campos, Chiu, Chu, Daly, Dufty, Elsbernd, Mar, Maxwell, Mirkarimi

File No. 090630

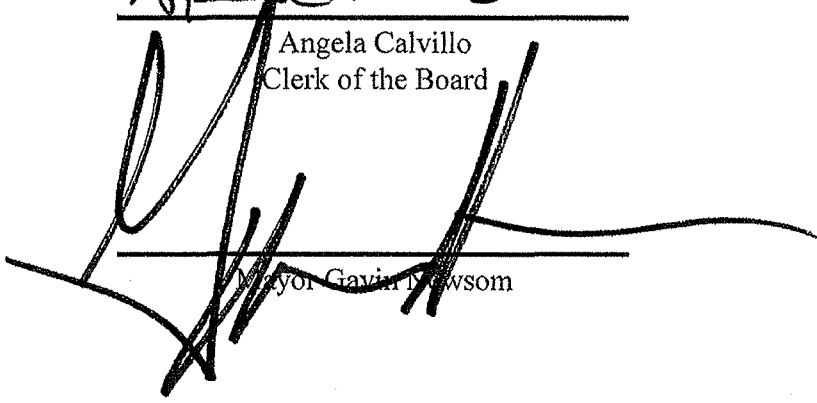
I hereby certify that the foregoing Resolution was ADOPTED on June 9, 2009 by the Board of Supervisors of the City and County of San Francisco.



Angela Calvillo
Clerk of the Board

6/10/09

Date Approved



Mayor Gavin Newsom

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Mohammed Nuru, Director, Public Works

FROM:  Erica Major, Assistant Clerk
Land Use and Transportation Committee

DATE: August 3, 2018

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Land Use and Transportation Committee has received the following proposed legislation, introduced by Supervisor Tang on July 31, 2018:

File No. 180812

Resolution approving the Second Amendment to the Agreement for Maintenance of State Highways in San Francisco between the City and County of San Francisco ("City") and the State of California Department of Transportation ("Caltrans") to include City's maintenance of additional facilities on right-of-way within Caltrans jurisdiction, including City's maintenance and operation of additional electrical equipment on Sloat Boulevard (State Route 35) at Forest View Drive, 23rd Avenue, 36th Avenue, Constanso Way, El Mirasol Place, 26th Avenue, and 21st Avenue, and on San Jose Avenue (State Route 82) at Goethe Street and Rice Street; to include City's maintenance of speed bumps, pedestrian barrier rail, signage, and red concrete at the intersection of Rossmoor Drive and 19th Avenue; and to reflect Caltrans' authorization of the City's construction and use of water, sewer, and auxiliary water supply system trench facilities compliant with City standards ("City Trench Details") on certain specified routes, including portions of Caltrans right-of-way on Van Ness Avenue, Lombard Street, and 19th Avenue, and the City's indemnification of Caltrans regarding any failures, defects, conditions, or damage resulting from the construction and use of the City Trench Details.

If you have comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: erica.major@sfgov.org.

c: David Steinberg, Public Works
Jeremy Spitz, Public Works
Jennifer Blot, Public Works
John Thomas, Public Works
Lena Liu, Public Works

Member, Board of Supervisors
District 4



City and County of San Francisco

Received 9/12/18
@ 11:26 AM
lm

KATY TANG

DATE: September 12, 2018

TO: Angela Calvillo
Clerk of the Board of Supervisors

FROM: Supervisor Katy Tang
Chairperson

RE: Land Use and Transportation Committee
COMMITTEE REPORT

Pursuant to Board Rule 4.20, as Chair of the Land Use and Transportation Committee, I have deemed the following matter is of an urgent nature and request it be considered by the full Board on Tuesday, September 18, 2018, as a Committee Report:

File No. 180812 Agreement Amendment - California Department of Transportation - Incorporate Additional Facilities and City Trench Standards

Resolution approving the Second Amendment to the Agreement for Maintenance of State Highways in San Francisco between the City and County of San Francisco ("City") and the State of California Department of Transportation ("Caltrans") to include City's maintenance of additional facilities on right-of-way within Caltrans jurisdiction, including City's maintenance and operation of additional electrical equipment on Sloat Boulevard (State Route 35) at Forest View Drive, 23rd Avenue, 36th Avenue, Constanso Way, El Mirasol Place, 26th Avenue, and 21st Avenue, and on San Jose Avenue (State Route 82) at Goethe Street and Rice Street; to include City's maintenance of speed bumps, pedestrian barrier rail, signage, and red concrete at the intersection of Rossmoor Drive and 19th Avenue; and to reflect Caltrans' authorization of the City's construction and use of water, sewer, and auxiliary water supply system trench facilities compliant with City standards ("City Trench Details") on certain specified routes, including portions of Caltrans right-of-way on Van Ness Avenue, Lombard Street, and 19th Avenue, and the City's indemnification of Caltrans regarding any failures, defects, conditions, or damage resulting from the construction and use of the City Trench Details.

This matter will be heard in the Land Use and Transportation Committee on September 17, 2018, at 1:30PM.

A handwritten signature in blue ink that reads "Katy Tang".

Supervisor Katy Tang
Chair, Land Use & Transportation Committee

RECEIVED
7/31/2018 @ 5:13pm
AS

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee.
An ordinance, resolution, motion, or charter amendment.
- 2. Request for next printed agenda without reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [] inquires"
- 5. City Attorney request.
- 6. Call File No. [] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. []
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on []

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative

Sponsor(s):

Katy Tang

Subject:

Amendment of Caltrans Maintenance Agreement to incorporate additional facilities and City Trench Standards

The text is listed below or attached:

Please see attached

Signature of Sponsoring Supervisor: 

For Clerk's Use Only: