with Amendment No. 1

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

THIS AGREEMENT, is made effective this 2nd day of July, 20 09, 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

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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 ESHGHIPOUR
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
		(See footnote 8)		
			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.	HM2C(R/W)	$	23,200.00
			HM2D(R/W)		**39,606.00**
			HM4K		7,300.00
		(See footnote 8)			
			Total authorized, Route 101(a)	$	**70,106.00**
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)	HM1A, 1B		34,800.00
			HM2C		1,200.00
			HM2D		**126,739.00**
			HM2E		0.00
		Van Ness Avenue from Golden Gate Avenue to Lombard Street, a length of 2.16 miles	HM4K		36,000.00
		(See footnotes 5, 7, 8,9)			
			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	HM1A, 1B		23,200.00
			HM2C		0.00
			HM2D		**19,011**
			HM2E		0.00
			HM4K		26,000.00
		(See footnotes 6, 7, 8,9)			
			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.	HM2C(R/W)	8,200.00
			HM4K	9,200.00
		(See footnote 8)		
			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	Alemany-Junipero Serra	SF	200W HP-Sodium	153, 161E	1	66.67	33.33
1	0.10	Alemany O/C	SF	70W HP-Sodium	1-8	8	100.00	0.00
1	0.18	Palmetto-Alemany	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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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	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	SF	200W HPS		4	50.00	50.00
		Footnote (a)]		Signals-TA			50.00	50.00
35	2.32	Lakeshore Plaza/Sloat Blvd [See	SF	200W HP Sodium		3	66.67	33.33
		Footnote (a)]		Signals-TA			66.67	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	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 Ramp	SF	200W HPS	96	1	50.00	50.00
				Signals-FT			20.00	80.00
80	4.51	8th St/Harrison St Ramp	SF	250W HP-Sodium	115, 122, 35, 42	4	20.00	80.00
				Signals-FT			20.00	80.00
80	4.52	8th St near Harrison St	SF	200W HPS	43, 44	2	50.00	50.00
				Signals-FT			20.00	80.00
80	4.51	7th St/Harrison St Ramp	SF	250W HP-Sodium	37, 42, 107, 112	4	50.00	50.00
				Signals-FT			20.00	80.00

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
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	Alemany 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

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
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	Alemany Circle SB Ramp	SF	400W HPS	0/14	1	50.00	50.00
101	2.16	Alemany 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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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
			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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BY THE CITY OF SAN FRANCISCO
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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

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
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	Alemany/Trumbull Ramp	SF	250W MV	85, 87	2	50.00	50.00
280	3.22	Alemany near Ped O/C	SF	250W MV	8/2, 8/4	2	50.00	50.00
280	3.44	Alemany /Ellsworth Ramp	SF	250W MV	64	1	50.00	50.00
280	3.52	Alemany Ramp north O/C	SF	250W MV	6/2, 7/1	2	50.00	50.00
280	3.75	Alemany/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 Licavoli

FILE NO. 090630 RESOLUTION NO. 209-09

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

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.

WHEREAS, The City and County of San Francisco ("City") and State of 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 the City and County of San Francisco; and,

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

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

WHEREAS, This Maintenance Agreement shall supersede all previous Agreements or amendments thereto, for the following locations: 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. Said Agreement also delineates the wok that the City will perform and that level of State reimbursement. Said Agreement is on file with the Clerk of the Board of Supervisors in File No. 090630, and is hereby incorporated by reference as though full set forth herein; and,

WHEREAS, The Department of Public Works and Caltrans have reviewed and approved this Maintenance Agreement which covers the following areas: 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,

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

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

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

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

City and County of San Francisco

Tails

Resolution

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

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

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 Date
Deputy District Director
Maintenance

Superseded by Amendment No. 1

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)			
			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**