

SAMTRANS
CORRESPONDENCE
as of 3-15-2024

From: [MICHAEL HARRIS](#)
To: [James Coleman](#)
Cc: [Baker John C.](#); [paul.wilson@dot.ca.gov](#); [earl.sherman.iii@dot.ca.gov](#); [Patea, Marie \[marie.patea@ssf.net\]](#); [Tom Carney](#); [C. Marcopulos](#); [Beach, Emily \[ebeach@burlingame.org\]](#); [aschneider@ci.millbrae.ca.us](#); [Acosta Rosa](#); [Scott Campbell](#); [Ken Chetcuti](#); [Sean Curmi](#); [O'Connor Matthew](#); [Fahmida Murphy](#); [Board \(@samtrans.com\)](#); [Tina Dubost](#); [cacsecretary \[@samtrans.com\]](#); [Jan Alexis Salandanan](#); [Andria De La Torre](#); [Dora Seamans](#); [Erik Rietdorf](#); [phil.ting@asm.ca.gov](#); [Mark Chekal](#); [Ann Stillman](#); [Kim Eunejune](#); [rich.lee@ssf.net](#); [Fernandez, Christina \[christina.fernandez@ssf.net\]](#)
Subject: Fw: Delegated Mtce Agreement (Caltrans & SSF)
Date: Wednesday, March 13, 2024 11:23:28 AM
Attachments: [DMA_SM-35-82-101-280-380-0_46-2_73-2_83-0_89-0_22_SouthSanFrancisco_07-01-1990.pdf](#)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders.

James,

This should be updated to 2024.

Arlington ECR bus stop was eliminated.

It is very dangerous to walk from Arlington to Hickey to catch ECR going south.

Michael Richardson & I worked on getting this roadway cleared a long time.

Paul sent me the survey maps. These need to be reestablished. I have these in emails & photos in emails too.

Eunejune Kim promised me that he would consider a study. Emily Beach had money in her group.

SSF PD has visited this area several times in 2021. I have photos of my visit when Paul's crew was there Dec 2021.

John Baker & I plan to speak at SSF CC meeting tonight.

All cities between SF & SJ have these agreements.

Mike I put much time & effort into this effort. John Baker helped with CPUC.

Paul trimmed some branches. ATT & PGE trimmed other branches.

There are 9 PGE poles between Arlington & Hickey with no road lights.

I called Samtrans early today with complaint about ECR stops they eliminated.

This included OSH in Millbrae & Costco SSF.

Either Caltrans or SSF should survey area, establish new monuments.

Caltrans owns 8' east of road bed toward Old Mission Road. Some of this is in mid air.

To the west, resident lots come a long way down the slope toward El Camino Real right of way.

From what Mark Nagales told me, Jackie got funding to build the retaining wall along JS.

Talk to Mark.

Emily's group has funding that can be used.

Eunejune is also a surveyor. You can visit his office & peruse larger maps than I have access to.

Paul Wilson is Maintenance Supervisor 3 counties. He is not in planning. Caltrans Planning is in SF.

Two city street lights are out in front of MSB close to El Camino Real.

El Camino has several Caltrans lights out & near Chase Bank some are on 24 hours / day.

Mike

----- Forwarded Message -----

From: Wilson, Paul@DOT <paul.wilson@dot.ca.gov>
To: MICHAEL HARRIS <usmmmh@yahoo.com>
Sent: Friday, November 12, 2021 at 11:17:37 AM PST
Subject: Delegated Mtce Agreement

Mike,

See attached.

Paul G. Wilson

Dept. of Transportation

Caltrans Maintenance Manager

D04/ Southwest Region

Office (650) 358-4145

(1) **CENTRAL FILES**

Attention: Document File - Insert Document No., and return to:

(2) **DIVISION OF HIGHWAY MAINTENANCE**

Attention: Mary Jaschke

DELEGATED MAINTENANCE AGREEMENT:

CITY/COUNTY OF: SOUTH SAN FRANCISCO 04
Effective Date: JULY 1, 1990
Document File No: SF-38- 7135

FREEWAY MAINTENANCE AGREEMENT:

District _____ County: _____ Route: _____
Post Mile: _____ to Post Mile: _____
Date of Execution: _____
Document File No: _____

ELECTRICAL AGREEMENT:

CITY /COUNTY OF: _____
TYPE: _____
Effective Date: _____
Document File No: _____

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

This AGREEMENT, made and executed in duplicate this 21st day of MAY, 19 90, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of South San Francisco hereinafter referred to as "CITY".

W I T N E S S E T H:

A. RECITALS:

The parties desire to provide for the CITY to perform particular maintenance functions on the State highway(s) within the CITY as provided in Section 130 of the Streets and Highways Code.

B. AGREEMENT:

This Agreement shall supersede any previous AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS IN THE CITY OF SOUTH SAN FRANCISCO and or Amendments thereto with the CITY.

In consideration of mutual covenants and promises herein contained, it is agreed:

The CITY will perform such maintenance work as is specifically delegated to it, on State highway routes or portions thereof, all as hereinafter described under Section H hereof or as said section may be subsequently modified with the consent of the parties hereto acting by and through their authorized representatives.

C. MAINTENANCE DEFINED:

Maintenance is defined in Section 27 of the Streets and Highways Code as follows:

Sec. 27. "(a) The preservation and keeping of rights-of-way, and each type of roadway, structure, safety convenience or device, planting, illumination equipment and other facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.

- (b) Operation of special safety conveniences and devices, and illuminating equipment.
- (c) The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility."

D. DEGREE OF MAINTENANCE:

The degree or extent of maintenance work to be performed and the standards therefor shall be in accordance with the provisions of Section 27 of the Streets and Highways Code as set forth in the current edition of the State Maintenance Manual (a copy of which has been provided to the 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 territory in which the CITY is located, or his authorized representative.

The STATE reserves the option to check at random all areas of State highways maintained by the CITY to assure conformance to maintenance levels. Failure of the CITY to comply with the maintenance levels would be reason to terminate this Agreement as specified under Section J "Term of Agreement". However, this random check does not preempt the CITY's maintenance responsibilities as spelled out in the Agreement.

An Encroachment Permit will be required for third parties when maintenance work is redelegated. Such redelegated work shall be performed to the same levels of service as spelled out herein and will be subject to the same random checks as provided for work performed directly by CITY forces.

The level of service of maintenance in each of the programs delegated to the CITY has been considered in setting authorized total and route dollar amounts. The CITY may perform additional work if desired but the STATE will not reimburse the CITY for any work in excess of authorized dollars. The District Director may authorize adjustments needed because of inflation or changes in program emphasis.

E. LEGAL RELATIONS AND RESPONSIBILITIES:

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 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.

It is understood and agreed that neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement for Maintenance. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement except as otherwise provided by Statute.

It is understood and agreed that neither CITY nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this Agreement for Maintenance. It is also understood and agreed that pursuant to Government Code Section 895.4, STATE shall defend, indemnify and save harmless the CITY, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this Agreement except as otherwise provided by Statute.

F. MAINTENANCE FUNCTIONS:

The CITY shall perform only those maintenance functions delegated, as identified, in Section H (DELEGATION OF MAINTENANCE) of this Agreement.

A brief description of those maintenance functions delegated to the CITY are included in this section. The functions are identified by the Caltrans HM Families (Program) Codes.

HM2C SLOPES/DRAINAGE/VEGETATION

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. Nonlandscaped weed control
3. Nonlandscaped 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

HM2D LITTER/DEBRIS

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 materials
9. Miscellaneous

HM2E LANDSCAPING

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

HM4K ELECTRICAL

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.

G. EXPENDITURE AUTHORIZATION:

The STATE will reimburse the CITY for actual cost of all routine maintenance work performed by the CITY as delegated under Section H of this Agreement, but it is agreed that during any fiscal year, the maximum expenditure on any route shall not exceed the amount as shown on Section H of this Agreement, unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided for.

A new "DELEGATION OF MAINTENANCE" sheet (Section H) will be provided annually by the STATE for the ensuing fiscal year, if necessary, to insure equitable annual cost.

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 costing \$5,000 or less 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. Expenditures for specific projects costing in excess of \$5,000 may be made when such specific work is authorized in writing by the District Director with prior approval from the Chief, Division of Highway Maintenance at Headquarters.

Additional expenditures or adjustment of expenditures thus 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 the said maximum expenditure, either increase or decrease, shall not affect other terms of the Agreement.

H. DELEGATION OF MAINTENANCE:

The specific maintenance function indicated below (and on "EXHIBIT A") is hereby delegated to the CITY. This delegation of maintenance function set forth herein does not include areas and functions of which the control and maintenance rest with the local authority under the terms of Freeway Agreements and/or Freeway Maintenance Agreements.

ROUTE NO.	LENGTH MILES	DESCRIPTION OF ROUTING	PROGRAM DELEGATED	MAXIMUM ANNUAL AUTHORIZED EXPENDITURE
35	0.46	Skyline Boulevard from south city limits at Sharp Park Road/Westborough Boulevard to north city limits at King Drive; a length of 0.46 mile, of which the easterly half-width lies within the City.	None	\$ 0.00
82	2.73	El Camino Real from south city limits at Noor Avenue to north city limits at Arlington Drive; a length of 2.73 miles. Footnotes 1, 2, 3, 4, 5	HM 2C HM 2D HM 2E HM 4K	\$ 0.00 12,500.00 0.00 1,400.00
			Total Authorized Route 82	<u>\$13,900.00</u>
101	2.83	Bayshore Freeway from south city limits at Route 380 to north city limits 670' north of Sierra Point Off-ramp Overcrossing; a length of 2.83 miles. Footnote 4	HM 4K	\$ 1,600.00
			Total Authorized Route 101	<u>\$ 1,600.00</u>
280	0.89	Junipero Serra Freeway from south city limits 1,100' south of Avalon Drive Overcrossing to north city limits 1,000' north of Westborough Boulevard Undercrossing; a length of 0.89 mile.	None	\$ 0.00
380	0.22	From the city limits at Route 101 to South Airport Boulevard; a distance of 0.22 mile.	None	\$ 0.00
TOTAL AUTHORIZED EXPENDITURE				\$15,500.00

Footnotes:

1. Length of street to be cleaned - 10.23 curb miles.
2. CITY will maintain curbs and sidewalks and be responsible for any costs therein. The STATE shall perform the other functions of Section F, HM 2C SLOPES/DRAINAGE/VEGETATION.
3. Maintenance of landscaped areas or other ornamental plantings in the median area will be performed by the CITY at no expense to the STATE.
4. The equipment maintained by the CITY under Program HM4K. (Electrical) is listed on Exhibit A of this Agreement.
- 5. The CITY will maintain the stairway and appurtenances between the southwest curb and McLellan's Nursery and be responsible for any costs therein. Maintenance of the stairway will include but not be limited to, the handrails, electroliers (including electrical energy), and litter and graffiti removal.

The STATE will be responsible for the structural integrity of the stairway within the STATE right of way.

I. SUBMISSION OF BILLS:

The 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 close of corresponding billing period and should be coded according to the Caltrans HM Families Code as outlined in this Agreement. Bills submitted for periods prior to the last fiscal year will be deemed waived and not be honored.

Equipment shall be charged at mutually acceptable rental rates and labor and material at actual cost. The CITY will be allowed to recover overhead and administrative costs only to the extent that such charges include applicable expenses incurred by the CITY in the execution of the work. Said factors and method shall be subject to approval by the STATE.

Maintenance services provided by contract or on a unit-rate basis with overhead costs included shall not have these above-mentioned charges added again. An actual handling charge for processing this type of bill will be allowed the CITY.

Emergency and storm repairs performed by the CITY will be paid for only with prior approval of the STATE's Highway Maintenance Superintendent of that specific area. In addition, the CITY should notify the STATE's Highway Maintenance Superintendent for the area of any storm damage or other emergency condition affecting the STATE highway. Repair of equipment damaged in vehicular accidents shall be considered routine maintenance. The CITY shall maintain, on a generally accepted accounting basis, complete and accurate records that support all billings. These records shall be made available to STATE representatives for review during normal business hours for a period of three (3) years after payment of such billings.

J. TERM OF AGREEMENT:

This Agreement shall become effective July 1, 1990 and shall remain in full force and effect until amended or terminated.

This Agreement may be amended or terminated at any time upon mutual consent of the parties thereto. This Agreement may also be terminated by either party upon thirty (30) days written notice to the other party; however, the maintenance clause (Page 6 Footnote 5) shall remain in effect until terminated in writing by mutual agreement.

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

CITY OF SOUTH SAN FRANCISCO

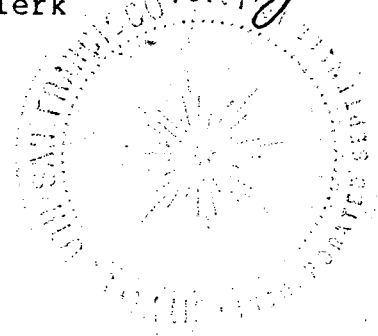
Approved as to form:

By Jesus Amos
~~Mayor~~ City Manager

Robert B. Living
City Attorney

Lucas A. Battaya
City Clerk

By _____



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ROBERT K. BEST
Director of Transportation

By R. J. Jacobs
ROBERT J. JACOBS
Deputy District Director

DATE 5/21/90

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

EXHIBIT A

APRIL 11, 1990

MAINTENANCE AND OPERATION OF ELECTRICAL EQUIPMENT

BY THE CITY OF SO.SAN FRANCISCO FOR CALTRANS

IN ACCORDANCE WITH MAINTENANCE AGREEMENT EFFECTIVE JULY 1,1990

RTE	PM	INTERSECTION	RATE	EQUIPMENT	INT OR POLE NO	UNITS	% STATE	EQUIV UNI
82	19.65	SPRUCE	1B	400W MV LIGHTS SIGNALS-TA	X688,X692 STATE MAINT.	2.00	50.0000 50.0000	1.0000
82	19.92	COUNTRY CLUB DR.	1B	400W MV LIGHTS SIGNALS-TA	X671 STATE MAINT.	1.00	66.6667 66.6667	0.6667
82	20.39	SECOND STREET	1B	400W MV LIGHTS	X78,X79	2.00	66.6667	1.3333
82	20.47	SOUTHWOOD DRIVE- FIRST STREET	1A 1A	250W MV LIGHTS 400W MV LIGHTS	X627 X634	1.00 1.00	50.0000 50.0000	0.5000 0.5000
82	20.80	ARROYO DRIVE	1B	400W MV LIGHTS SIGNALS-TA	X613,X614 STATE MAINT.	2.00	66.6667 66.6667	1.3333
82	22.22	ARLINGTON DRIVE	1A	400W MV LIGHTS	X1333,X1335	2.00	66.6667	1.3333
101	21.98	AIRPORT/MILLER AVE.	2A	250W HP-SODIUM SIGNALS-TA	X3050,X3051 X3052 0	3.00	25.0000 25.0000	0.7500

SUMMARY
CITY OF SOUTH SAN FRANCISCO

EQUIPMENT	EQUIV UNITS	EQUIPMENT	EQUIV UNITS
250W MV LIGHTS	0.5000	PG&E 200W HP-SODIUM	0.0000
400W MV LIGHTS	6.1667	150W HP-SODIUM	0.0000
250W HP-SODIUM	0.7500	70W HP-SODIUM	0.0000

IF YOU HAVE ANY QUESTIONS ON THIS EXHIBIT

PLEASE CALL DAVID LEE, (415) 557-3266

UNNUMBERED PAGE

RESOLUTION NO. 46-90

CITY COUNCIL, CITY OF SOUTH SAN FRANCISCO, STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS

BE IT RESOLVED by the City Council of the City of South San Francisco that:

The City Manager is authorized to execute on behalf of the City of South San Francisco an Agreement for maintenance of State Highways between the City of South San Francisco and the State of California, acting by and through the Department of Transportation. A copy of the Agreement is on file in the City Clerk's Office.

* * * * *

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of South San Francisco at a regular meeting held on the 9th day of May, 1990, by the following vote:

AYES: Councilmembers Jack Drago, Gus Nicolopoulos, John R. Penna, Roberta Cerri Teqlia, and Mayor Richard A. Haffey.

NOES: None

ABSTAIN: None

ABSENT: None

STATE OF CALIFORNIA }
COUNTY OF SAN MATEO } ss.

I, Barbara A. Battaya, City Clerk of the city of South San Francisco, County of San Mateo, State of California, an ex-officio Clerk of the City Council thereof, do hereby certify that the above and foregoing is a full, true and correct copy of

Resolution No. 46-90

the original of which is on file in my office, and that I have carefully compared it with the original.

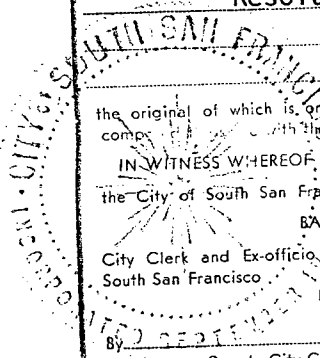
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of South San Francisco this 17th day of May, 1990.

BARBARA A. BATTAYA
City Clerk and Ex-officio Clerk of the City Council of the City of South San Francisco

By: Barbara A. Battaya
City Clerk

By: _____
Deputy City Clerk

ATTEST: /s/ Barbara A. Battaya
City Clerk



Memorandum

To: Gray Davis
State Controller
Claim Audits - Room 407

Date: June 18, 1990

File No: 1990/91 Fiscal Year

Attention: June Carter

From: DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAY MAINTENANCE

Subject: Maintenance of State Highways - City Agreements

Attached for your file is a copy of a new Agreement for Maintenance on State Highways dated May 21, 1990 with the city of South San Francisco. The effective date is July 1, 1990.

Under provisions of this Agreement the total overall authorized expenditure will be \$15,500.00 for the 1990/91 fiscal year.

E. L. WAHL, Acting Chief
Division of Highway Maintenance

Original signed by
By **Joyce Glass**

Joyce Glass, Chief
Resources Control Branch

Attachment

MJ:tc

cc: District 4 (w/attachment)
Central File (w/attachment)
Maint. File (w/attachment)

AGREEMENT FOR MAINTENANCE
OF STATE HIGHWAY
IN THE CITY OF

SOUTH SAN FRANCISCO

EFFECTIVE: July 1, 1990

PREVIOUS AUTHORIZATION

THIS AUTHORIZATION

ROUTE	LENGTH	MAXIMUM EXPEND/ROUTE	ROUTE	LENGTH	EXPEND/ROUTE
35	0.46	\$0.00	35	0.46	\$0.00
82	2.73	700.00	82	2.73	13,900.00
101	2.83	\$1,100.00	101	2.83	\$1,600.00
280	0.89	0.00	280	0.89	0.00
380	0.22	<u>0.00</u>	380	0.22	<u>0.00</u>
		\$1,800.00			\$15,500.00

	1990/91 Fiscal Year
THIS AUTHORIZATION:	<u>\$15,500.00</u>
PREVIOUS AUTHORIZATION:	<u>\$1,800.00</u>
INCREASED AMOUNT:	<u>\$13,700.00</u>