

**AMENDMENT NO. 2  
TO  
AGREEMENT FOR MAINTENANCE OF STATE HIGHWAYS  
IN CITY OF MENLO PARK**

This Amendment No. 2 to the Agreement for Maintenance of State Highways in City of Menlo Park is made and entered into by and between STATE of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", and City of Menlo Park, hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

**WITNESSETH:**

WHEREAS, an "Agreement for Maintenance of State Highways in City of Menlo Park", hereinafter referred to as "AGREEMENT", as provided for in Section 130 of the Streets and Highways Code, was executed by CITY on July 1, 1972, and later amended on July 1, 2015, and

WHEREAS, AGREEMENT by its terms provides that it may be amended or terminated at any time upon mutual consent of PARTIES; and

WHEREAS, PARTIES hereto now desire that AGREEMENT be amended.

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

1. The improvements including: Bike/Pedestrian paths, Haven Avenue Pedestrian Bridge (See attached Plan), and Pavement Markings have been installed on State Right of Way as part of the improvements along Haven Ave on State Route 84 in the City of Menlo Park.
2. The attached Pages 4, 11, 12a., and 14; all labeled "Amendment No. 2 – Effective Date July 1, 2017"; shall be substituted for the like-numbered pages of the existing AGREEMENT dated July 1, 2015 (amended from original agreement, dated July 1, 1972).
3. STATE costs and expenses assumed under the terms of this Agreement Amendment are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE.

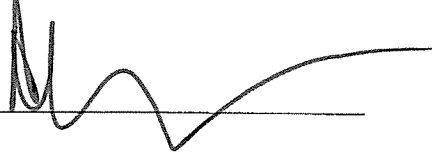
**TERMINATION** - This Agreement Amendment may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

**TERM OF AGREEMENT AMENDMENT** - This Amendment shall become effective on the date as shown below and shall remain in full force and effect until amended or terminated at any time upon mutual consent of PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

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


CITY OF MENLO PARK

*ok*  
  
By: \_\_\_\_\_  
City Manager

STATE OF CALIFORNIA DEPARTMENT  
OF TRANSPORTATION

MALCOLM DOUGHERTY  
Director of Transportation

By

  
\_\_\_\_\_  
DAVID AMBUEHL Date  
Acting - Deputy District Director  
Maintenance

Attachments:

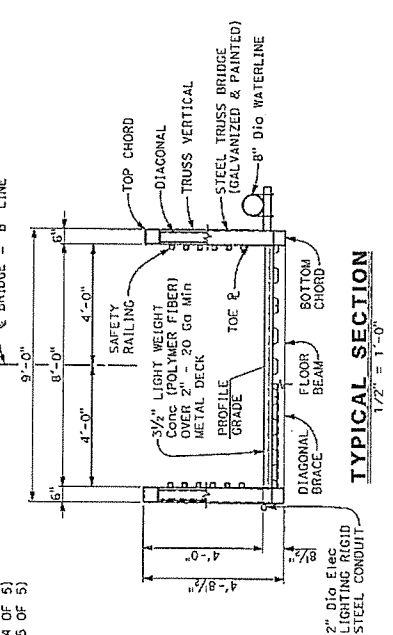
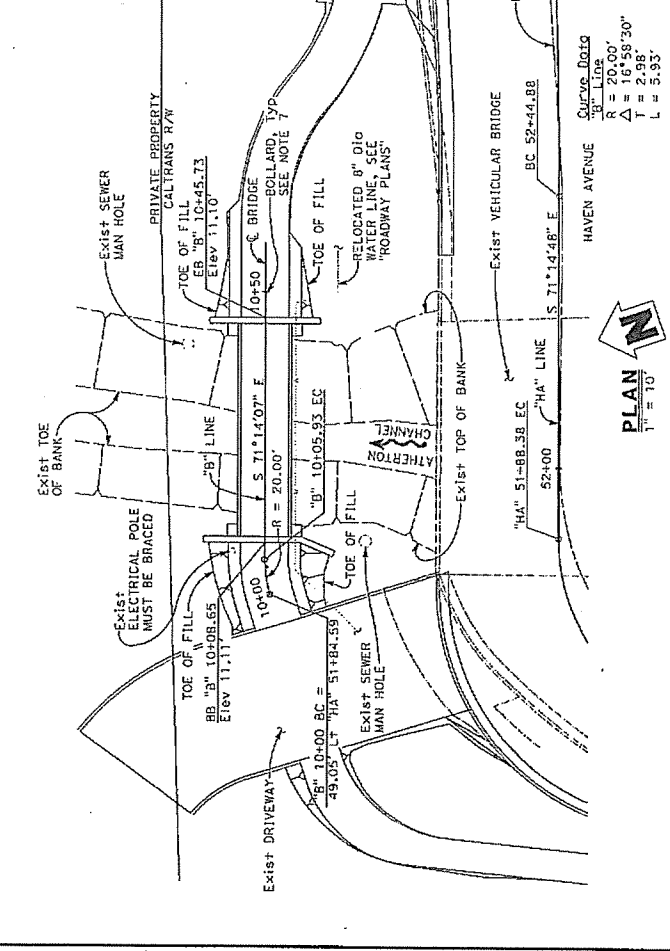
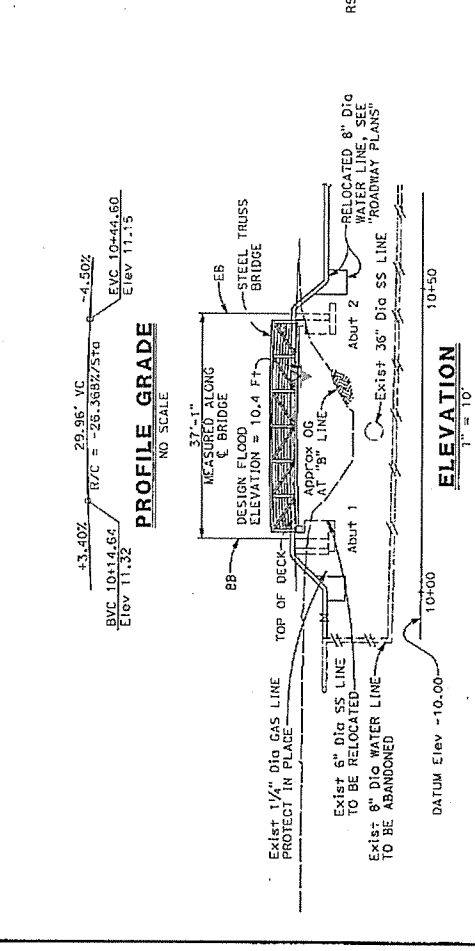
DIST	COUNTY	ROUTE	TOTAL PROJECT SHEETS
04	SM	84	R26-01
REGISTERED CIVIL ENGINEER			DATE
8/25/17			8/25/17
PLANS APPROVAL DATE			
No. E81561			
DATE 08/20/18			
The State of California or the engineer or others shall not be responsible for the accuracy or completeness or assumed responsibility of this plan sheet.			
CITY OF MENLO PARK 701 LABEL ST. MENLO PARK, CALIFORNIA 94025			
BIGGS CARDOOSA ASSOCIATES INC. 835 THE ALAMEDA SAN JOSE, CALIFORNIA 95126			

### INDEX TO BRIDGE PLANS

SHEET	TITLE
1	GENERAL PLAN
2	FOUNDATION PLAN
3	ABUTMENT DETAILS
4	TYPICAL SECTION
5	TRUSS PLAN AND ELEVATION
6	STEEL TRUSS DETAILS
7	MISCELLANEOUS DETAILS
8	LOG OF TEST BORING SHEET 1 OF 3
9	LOG OF TEST BORING SHEET 2 OF 3
10	LOG OF TEST BORING SHEET 3 OF 3

### 2015 STANDARD PLANS

A3A	ABBREVIATIONS (SHEET 1 OF 3)
A3B	ABBREVIATIONS (SHEET 2 OF 3)
A3C	ABBREVIATIONS (SHEET 3 OF 3)
A10A	LEGEND - LINES AND SYMBOLS (SHEET 1 OF 5)
A10B	LEGEND - LINES AND SYMBOLS (SHEET 2 OF 5)
A10C	LEGEND - LINES AND SYMBOLS (SHEET 3 OF 5)
A10D	LEGEND - LINES AND SYMBOLS (SHEET 4 OF 5)
A10E	LEGEND - LINES AND SYMBOLS (SHEET 5 OF 5)
A10F	LEGEND - SOIL (SHEET 1 OF 2)
A10G	LEGEND - SOIL (SHEET 2 OF 2)



- ### TYPICAL SECTION
- 1/2" = 1'-0"
- NOTES:
- For "GENERAL NOTES", see "FOUNDATION PLAN" sheet.
  - For "SPREAD FOOTING DATA TABLE" and "SCOUR DATA TABLE", see "FOUNDATION PLAN" sheet.
  - For "CONCRETE STRENGTH AND TYPE LIMITS", see "MISCELLANEOUS DETAILS" sheet.
  - For accurate Right-of-Way and Access Data, see "ROADWAY PLANS".
  - For sizes of steel truss members, see "TRUSS PLAN AND ELEVATION" sheet.
  - For existing and proposed utility information, see "ROADWAY PLANS".
  - For ballard detail see "ABUTMENT DETAILS" sheet.
- LEGEND:  
~ Indicates Channel Flow

DESIGN OVERSIGHT	DESIGNER	DATE	QUANTITIES	DETAILS	LAYOUT	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT NUMBER & PHASES	CONTRACT NO.	SHEET NO.
	D. CHAN			D. CHAN	D. CHAN	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT NUMBER & PHASES		11
DESIGN GENERAL PLAN SHEET (ENGLISH) (REV. 08/17/17)						PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT NUMBER & PHASES		11
						PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT NUMBER & PHASES		11

7. ROADBED means that portion of the roadway extending from curb line to curb line or shoulder line to shoulder line.

8. IMPROVED ROADSIDES relates to the area between the roadbed, as defined under Section 7, and the right-of-way boundary lines, including curb and sidewalk, as hereinafter described but excluding drainage structures or waterways.

9. UNIMPROVED ROADSIDES relates to the area between the roadbed and right-of-way boundary wherein curbs and sidewalks do not exist.

10. CURBS relates to a timber or a masonry structure separating or otherwise delineating the roadbed from the remainder of the highway.

11. SIDEWALK applies to the paved or otherwise improved surface area between the face of curb and right of way boundary, including bike/pedestrian pathways, paved entrances, or driveways.

12. BRIDGES, as used herein, refer to structures having been assigned Bridge Numbers by the Department. All, except HAVEN AVENUE PEDESTRIAN BRIDGE, will be maintained by the Department. HAVEN AVENUE PEDESTRIAN BRIDGE to be maintained, entirely, by CITY.

#### ROUTINE MAINTENANCE

13. ROUTINE MAINTENANCE to be performed on the roadbed or ~~roadsides shall consist of such work as patching, crack sealing,~~ care of drainage, upkeep and repair of bridges, culverts, guard rail, median barriers, curbs and sidewalks, operation of draw-bridges, street sweeping and cleaning, repair of damage and cleaning up after storms and traffic accidents, control of roadside vegetation, care of landscaped areas, trees or other

O4-SM-Menlo Park  
July 1, 1972

## 21. ROUTE DESCRIPTION

<u>ROUTE NO.</u>	<u>LENGTH MILES</u>	<u>DESCRIPTION OF ROUTING</u>
82	1.28	El Camino Real from south city limits at San Francisquito Creek to north city limits at Encinal Avenue of which the easterly half width from Valparaiso Avenue to Encinal Avenue, a length of 0.20 mile, lies within the City; a total length of 1.28 miles.
114	0.90	Willow Road from City limits 100 feet South of Newbridge Street to Rte 84, a length of 0.9 miles.
84	3.20	Rte 84 from Rte 101 to the Dumbarton Bridge, a length of approx. 3.20 miles.
101	1.76	Bayshore Freeway from city limits at Willow Road Separation to city limits 600 feet north of Marsh Road Overcrossing, a length of 1.76 miles.
280	0.17	Junipero Serra Freeway from city limits 500 feet north of Sand Hill Road Overcrossing (north) to city limits 1,400 feet north of Sand Hill Road Overcrossing (north), a length of 0.17 mile.

22. DELEGATION OF MAINTENANCE: The maintenance work to be performed by City and/or Department shall conform to the provisions hereof and shall include those operations as hereinafter indicated:

Item MAINTENANCE FUNCTION No.	AGENCY TO PERFORM WORK											
	RTE. NO. 82			RTE. NO. 114			RTE. NO. 84			**101		
	City	Dept		City	Dept		City	Dept		City	Dept	
{ Roadbed.....		x		x	x		X	x			x	
{ Improved Roadside.....	x			x	x						x	
{ Unimproved Roadside.....		x			x			x			x	
Bridges and Culverts...		x			x			x			x	
{ Guide Signs.....		x			x			x			x	
{ Warning Signs.....		x			x			x			x	
{ Regulatory Signs.....		x			x			x			x	
{ Traffic Stripe.....		x			x			x			x	
{ Pavement Markings.....		x			x			x			x	
{ Traffic Signals.....		x			x			x			x	
{ Highway Lighting.....	x				x			x			x	
{ Guard Rail.....		x			x			x			x	
{ Median Barriers.....		x			x			x			x	
{ Bicycle Pavement Markings.....	X			X			X			X		
Sweeping and Cleaning...	x		(1)		x	(2)		x	(3)		x	(4)
*{ Landscaped Areas.....		x		X			X				x	
{ Trees.....		x		X			X				x	
Curbs and Sidewalks....	x			x			X				x	
<u>ISSUANCE OF PERMITS</u>												
Encroachment.....	x	x	(5)	x	x	(5)	X	x	(5)		x	
Transportation.....	x			x				x			x	

\*When and as specifically authorized by the District Engineer as provided under Section 13 hereof.

\*\*The delegation of maintenance set forth herein does not include areas and functions, the control and maintenance of which, rest with the local authority under Freeway Agreements and/or Freeway Maintenance Agreements.

- (1) Length of street to be cleaned 1.8 Curb miles.
- (2) " " " " " " " " " "
- (3) " " " " " " " " " "
- (4) " " " " " " " " " "

(5) Department will issue permits for encroachments between curb lines. City will issue permits for encroachments between curb line and right of way line on each side.

04-SM-Menlo Park  
July 1, 1972

<u>ROUTE NO.</u>	<u>LENGTH MILES</u>	<u>MAXIMUM EXPENDITURE PER ROUTE</u>
82	1.28	\$2,300.00
114	0.90	0.00
84	3.20	0.00
101	1.76	0.00
280	0.17	<u>0.00</u>
	Total	\$2,300.00