

AMENDMENT NO. 1 TO
FREEWAY MAINTENANCE
AGREEMENT WITH CITY OF
SAN FRANCISCO

This AMENDMENT NO. 1 to the Freeway Maintenance Agreement identified below (AMENDMENT), entered into and effective on August 17, 2020, is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as ("STATE"), and the City and County of San Francisco, a municipal corporation, hereinafter referred to as ("CITY"), acting by and through its Public Works Director. CITY and STATE together are hereafter referred to as ("PARTIES").

RECITALS:

1. PARTIES, entered into an agreement on July 12, 2010, entitled "Freeway Maintenance Agreement with City of San Francisco" (AGREEMENT). AGREEMENT defined the terms and conditions applicable to CITY's maintenance of the area at Alemany Blvd. and San Bruno Ave; within STATE right of way along State Route 101, Postmile 1.0/ 2.5 and State Route 280, Postmile 4.0, as shown in Exhibit "A" of AGREEMENT,
2. The purpose of this AMENDMENT is to assign and expand the maintenance responsibilities along State Route 101, Postmile 1.0/ 2.5 and State Route 280, Postmile 4.0, area: to include the Class IV and II bikeways.
3. STATE and CITY desire to amend AGREEMENT as provided herein.

IT IS THEREFORE MUTUALLY AGREED:

4. New Article 8 is hereby added to and made a part of AGREEMENT to read as follows:

"8. BICYCLE PATHS AND LANES, AND CYCLE TRACKS

CITY will maintain, at CITY's expense, a safe facility for bicycle travel along the entire length of the bicycle path and lane, and cycle tracks, by providing sweeping and debris removal when necessary; and CITY will maintain, at CITY's expense, all signing and striping and pavement markings required for the direction and operation of that non-motorized facility. If path improvements are installed or constructed as permitted encroachments within STATE's right of way, CITY is solely responsible for maintaining all permitted path improvements, including but not limited to the delineation, fencing, guard railing, drainage facilities, slope, and structural adequacy of the improvements.

5. New EXHIBIT "A", labeled: "AMENEDMENT No.1 EXHIBIT A, Sheet 1 of 2" and "AMENEDMENT No.1 EXHIBIT A, Sheet 2 of 2", are hereby added to and made part of the AGREEMENT.

6. New Article 9 is hereby added and made a part of AGREEMENT to read as follows:

"9. PREVAILING WAGES:

Labor Code Compliance - If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts."

7. New Article 10 is hereby added and made a part of AGREEMENT to read as follows:

"10. INSURANCE :

CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

CITY is self-insured. CITY agrees to deliver evidence of self-insurance coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement."


8. All other terms and conditions of AGREEMENT shall remain in full force and effect.

9. AMENDMENT is hereby deemed to be included and 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

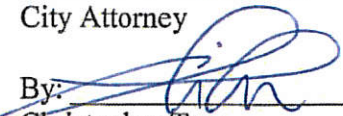
By: 
ALARIC DEGRAFINRIED
Acting Director of Public Works

TOKS OMISHAKIN
Director of Transportation

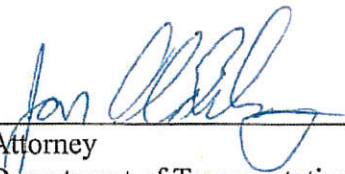
By: 
DAVID AMBUEHL
Deputy District Director
District 4 Maintenance

Approved as to form

DENNIS J. HERRERA
City Attorney

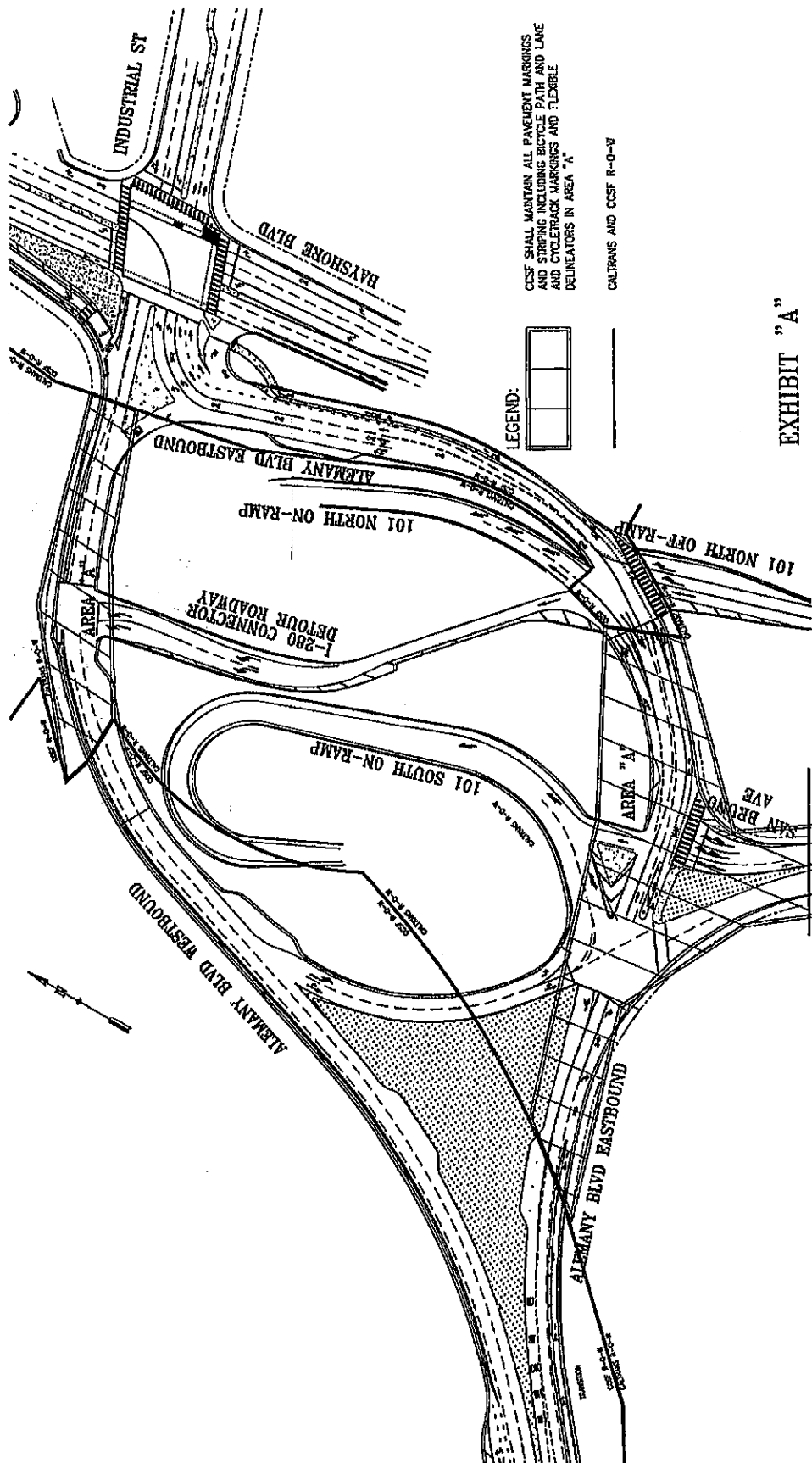
By: 
Christopher Tom
Deputy City Attorney

As to Form and Procedure:

By: 
Attorney
Department of Transportation

ATTEST:

By: _____
Clerk of the Board



CSF SHALL MAINTAIN ALL PAVEMENT MARKINGS AND STRIPING INCLUDING BICYCLE PATH AND LANE AND CYCLETRACK MARKINGS AND FLEXIBLE DELINEATORS IN AREA "A"

CALTRANS AND CCSF R-0-0-W

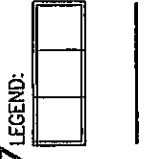
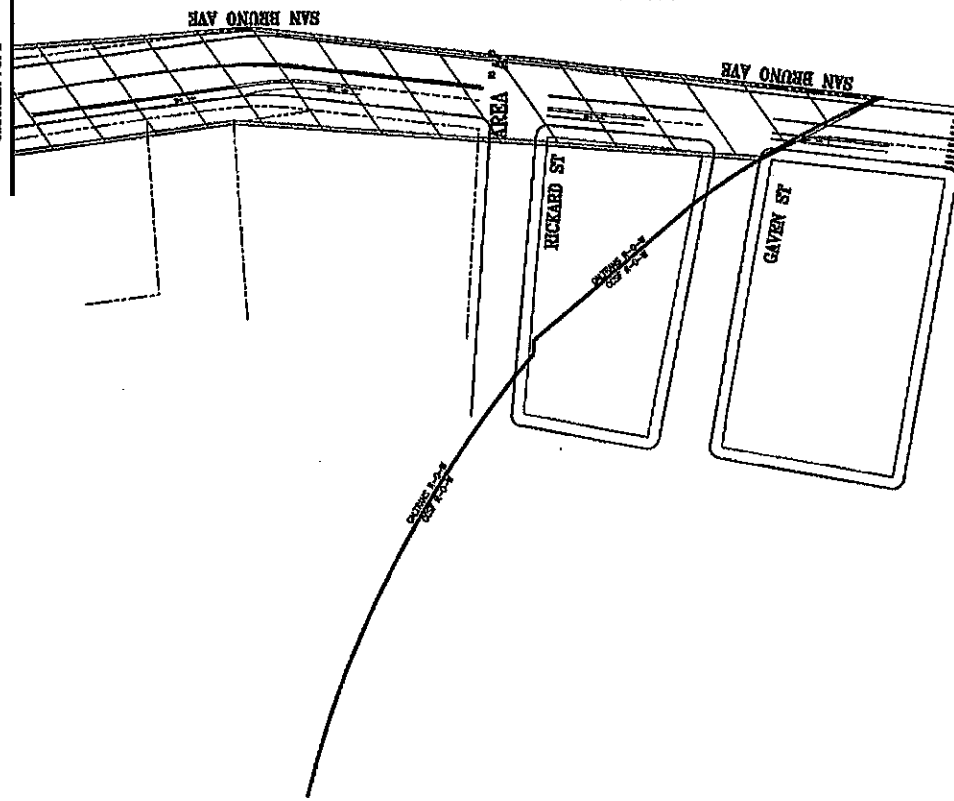


EXHIBIT "A"

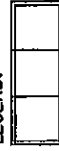
Amendment 1
 CALTRANS MAINTENANCE AGREEMENT WITH
 THE CITY AND COUNTY OF SAN FRANCISCO
 ALEMANY BLVD AND SAN BRUNO AVE

MATCH LINE "A"
 SEE SHEET 2 OF 2

MATCH LINE -
SEE SHEET 1 OF 2



LEGEND:



CCSF SHALL MAINTAIN ALL PAVEMENT MARKINGS AND STRIPING INCLUDING BICYCLE PATH AND LANE AND CYCLETRACK MARKINGS AND FLEXIBLE DELINEATORS IN AREA "A"

CALTRANS AND CCSF R-O-#

EXHIBIT "A"

Amendment 1

CALTRANS MAINTENANCE AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO

ALEMANY BLVD AND SAN BRUNO AVE

Sheet 2 of 2

1 [Freeway Maintenance Agreement Amendment - Caltrans - Incorporate Alemany Boulevard
2 Bicycle Lane Improvements at State Route 101/280 Interchange]

3 **Resolution approving the First Amendment to the Freeway Maintenance Agreement**
4 **between the City and County of San Francisco and the California Department of**
5 **Transportation, to include City's maintenance of bicycle lanes and paths and cycle**
6 **tracks along Alemany Boulevard at the Freeway Interchange at State Routes 101 and**
7 **280.**

8
9 WHEREAS, As authorized pursuant to Resolution No. 265-10, on July 12, 2010, the
10 City and County of San Francisco ("City"), acting by and through San Francisco Public Works,
11 and the State of California, acting by and through the Department of Transportation
12 ("Caltrans"), entered into a Freeway Maintenance Agreement ("Agreement") to clarify the
13 division of maintenance responsibility as to separation structures, City streets or portions
14 thereof, and landscaped areas, within the freeway limits of the interchange at State Routes
15 101 and 280; and

16 WHEREAS, Copies of the Agreement and Resolution No. 265-10 are on file with the
17 Clerk of the Board of Supervisors in File No. 100298; and

18 WHEREAS, As part of the Alemany Interchange Bikeways Project ("Project"), the City
19 proposes to install Class IV separated bikeways ("cycle tracks") on Alemany Boulevard and
20 Class II bikeways ("bike lanes") on San Bruno Avenue under a State Encroachment Permit,
21 which shall be incorporated in the file subsequently; and

22 WHEREAS, The City is now prepared to proceed with the installation of new cycle
23 tracks, with flexible delineator posts to separate bicycles from vehicles; high visibility
24 crosswalks and hatched shoulders; narrowed travel lanes to reduce speeding on Alemany
25 Boulevard; and a new buffered bicycle lane on San Bruno Avenue ("Bicycle Improvements").

1 Alemany Boulevard and San Bruno Avenue are both located on the San Francisco Vision
2 Zero High-Injury Network; and

3 WHEREAS, The first amendment to the Maintenance Agreement ("First Amendment")
4 is necessary to reflect the City's agreement to maintain the permitted improvements; and

5 WHEREAS, The Public Works Director issued Public Works Order No. 203077, a copy
6 of which is on file with the Clerk of the Board of Supervisors in File No. 200488 and
7 incorporated herein by reference, recommending that the Board approve this resolution and
8 authorize the Director to amend the Agreement with the State to include maintenance of
9 bicycle paths and lanes, and cycle tracks, located and constructed at the State Route 101/280
10 Interchange; and, be it:

11 RESOLVED, That the Board of Supervisors authorizes the City to assume the
12 maintenance responsibilities over the Bicycle Improvements, as such maintenance
13 responsibilities are described in the First Amendment; and, be it

14 FURTHER RESOLVED, That the Board of Supervisors hereby approves, confirms, and
15 ratifies all actions heretofore taken by the officers of the City with respect to the First
16 Amendment and authorizes the Public Works Director to execute an agreement in substantial
17 conformance with the First Amendment and to approve any additions, amendments, or other
18 modifications to the First Amendment that the Public Works Director, in consultation with the
19 City Attorney, determines are in the best interest of the City, do not materially increase the
20 obligations or liabilities of the City or materially decrease the public benefits accruing to the
21 City, and are necessary or advisable to effectuate the purpose and intent of this Resolution;
22 and, be it

23 FURTHER RESOLVED, That within thirty (30) days of the full execution of the First
24 Amendment by all parties, Public Works shall provide the fully executed First Amendment to
25 the Clerk of the Board for inclusion into the official file; and be it

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FURTHER RESOLVED, That the Board hereby directs the Clerk of the Board to send four (4) certified copies of this Resolution to Caltrans in care of Victor Pereyra, Division of Maintenance MS 4A, California Department of Transportation District 4, P.O. Box 23660, Oakland, CA 944623-0660.



City and County of San Francisco

Tails
Resolution

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

File Number: 200488

Date Passed: June 09, 2020

Resolution approving the First Amendment to the Freeway Maintenance Agreement between the City and County of San Francisco and the California Department of Transportation, to include City's maintenance of bicycle lanes and paths and cycle tracks along Alemany Boulevard at the Freeway Interchange at State Routes 101 and 280.

June 08, 2020 Land Use and Transportation Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

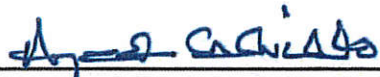
June 08, 2020 Land Use and Transportation Committee - RECOMMENDED AS AMENDED AS A COMMITTEE REPORT

June 09, 2020 Board of Supervisors - ADOPTED

Ayes: 11 - Fewer, Haney, Mandelman, Mar, Peskin, Preston, Ronen, Safai, Stefani, Walton and Yee

File No. 200488

I hereby certify that the foregoing Resolution was ADOPTED on 6/9/2020 by the Board of Supervisors of the City and County of San Francisco.



Angela Calvillo
Clerk of the Board



London N. Breed
Mayor

6/19/20

Date Approved



London N. Breed, Mayor
Naomi Kelly, City Administrator

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE
CITY ADMINISTRATOR
RISK MANAGEMENT DIVISION**



April 13, 2020

Victor Pereyra
Division of Maintenance , MS 4A
California Department of Transportation, District 4
P.O Box 23660
Oakland, CA 944623-0660

**RE: City & County of San Francisco – Self-Insurance Program
Freeway Maintenance Agreement Amendment**

This letter certifies that the City and County of San Francisco is self-insured and self-funded for the following insurance coverages, which cover the City and County of San Francisco, its officers and employees.

General Liability insurance in the amount of \$5,000,000 per occurrence and \$6,000,000 general aggregate for bodily injury, property damage, and personal injury to third parties for liability arising out of the City's negligence in performance of this agreement.

Automobile Liability insurance with limits not less than \$1,000,000 combined single limit per accident for bodily injury and property damage including owned, and non-owned and hired auto coverage as applicable.

Workers' Compensation in statutory amounts with Employer's Liability of \$1,000,000 per accident, injury or illness.

The City and County of San Francisco's self-insurance program is not commercial insurance and has no legal capacity to name another entity as additional insured.

Do not hesitate to contact this office should you have any questions.

Sincerely,

Matt Hansen
Director

cc: Matt Lasky, SFMTA