

BOARD of SUPERVISORS



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

## MEMORANDUM

### LAND USE AND TRANSPORTATION COMMITTEE SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Aaron Peskin, Chair, Land Use and Transportation Committee

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

DATE: June 9, 2020

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**  
Tuesday, June 9, 2020

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting, Tuesday, June 9, 2020. This item was acted upon at the Committee Meeting on Monday, June 8, 2020, at 1:30 p.m., by the votes indicated.

**Item No. 20**                      **File No. 200488**

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.

#### RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Aaron Peskin - Aye  
Supervisor Ahsha Safai - Aye  
Supervisor Dean Preston - Aye

c: Board of Supervisors  
Angela Calvillo, Clerk of the Board  
Alisa Somera, Legislative Deputy  
Anne Pearson, Deputy City Attorney

File No. 200488 Committee Item No. 2  
Board Item No. 20

**COMMITTEE/BOARD OF SUPERVISORS**  
AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation Committee Date June 8, 2020  
Board of Supervisors Meeting Date June 9, 2020

**Cmte Board**

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

**OTHER (Use back side if additional space is needed)**

- |                                     |                                     |                               |
|-------------------------------------|-------------------------------------|-------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DRAFT Agmt Amend No. 1</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PW Order No. 203077</u>    |
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Completed by: Erica Major Date June 5, 2020  
Completed by: Erica Major Date June 9, 2020

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

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

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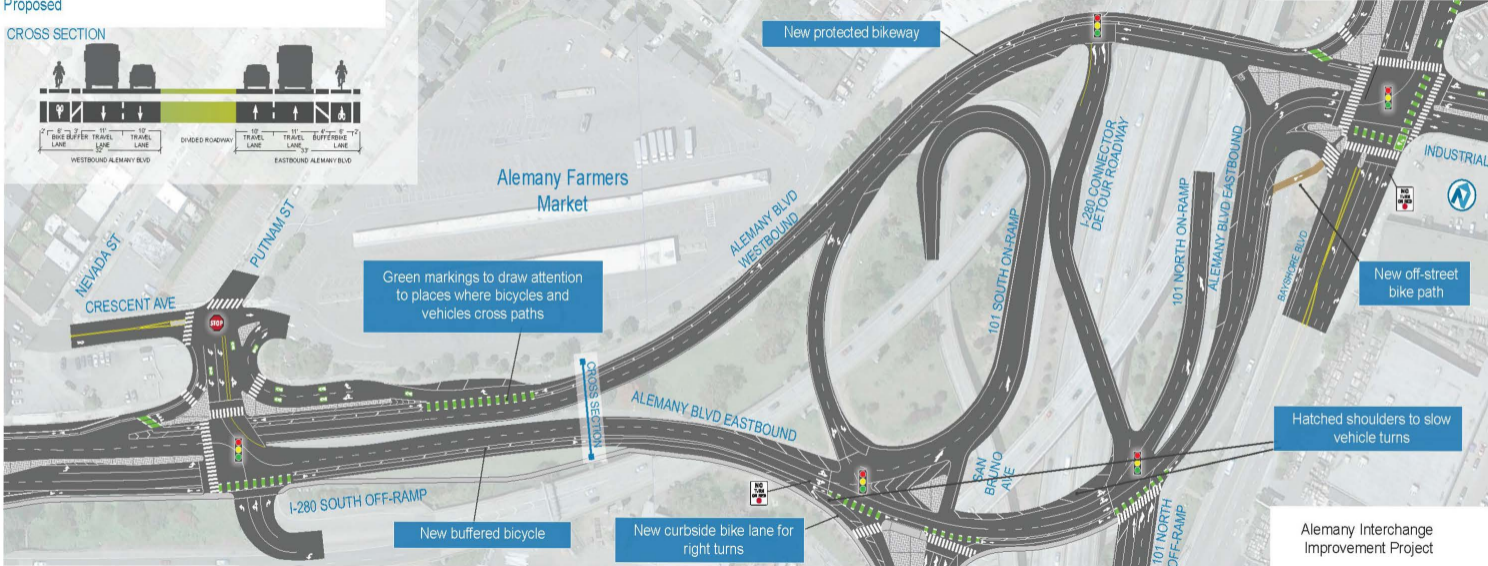
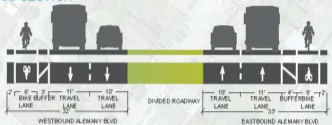
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25

Proposed

CROSS SECTION



Alemany Farmers Market

Green markings to draw attention to places where bicycles and vehicles cross paths

New buffered bicycle

New curbside bike lane for right turns

New protected bikeway

Hatched shoulders to slow vehicle turns

New off-street bike path

Hatched shoulders to slow vehicle turns

Alemany Interchange Improvement Project

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 \_\_\_\_\_, 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.

Amendment No.1  
SF 101 PM 1.0-2.5  
SF 280 PM 4.0

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.



Amendment No.1  
SF 101 PM 1.0-2.5  
SF 280 PM 4.0

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

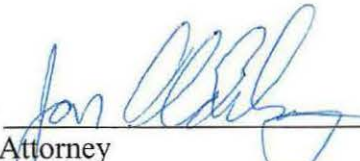
By: \_\_\_\_\_  
DAVID AMBUEHL  
Deputy District Director  
District 4 Maintenance

Approved as to form

As to Form and Procedure:

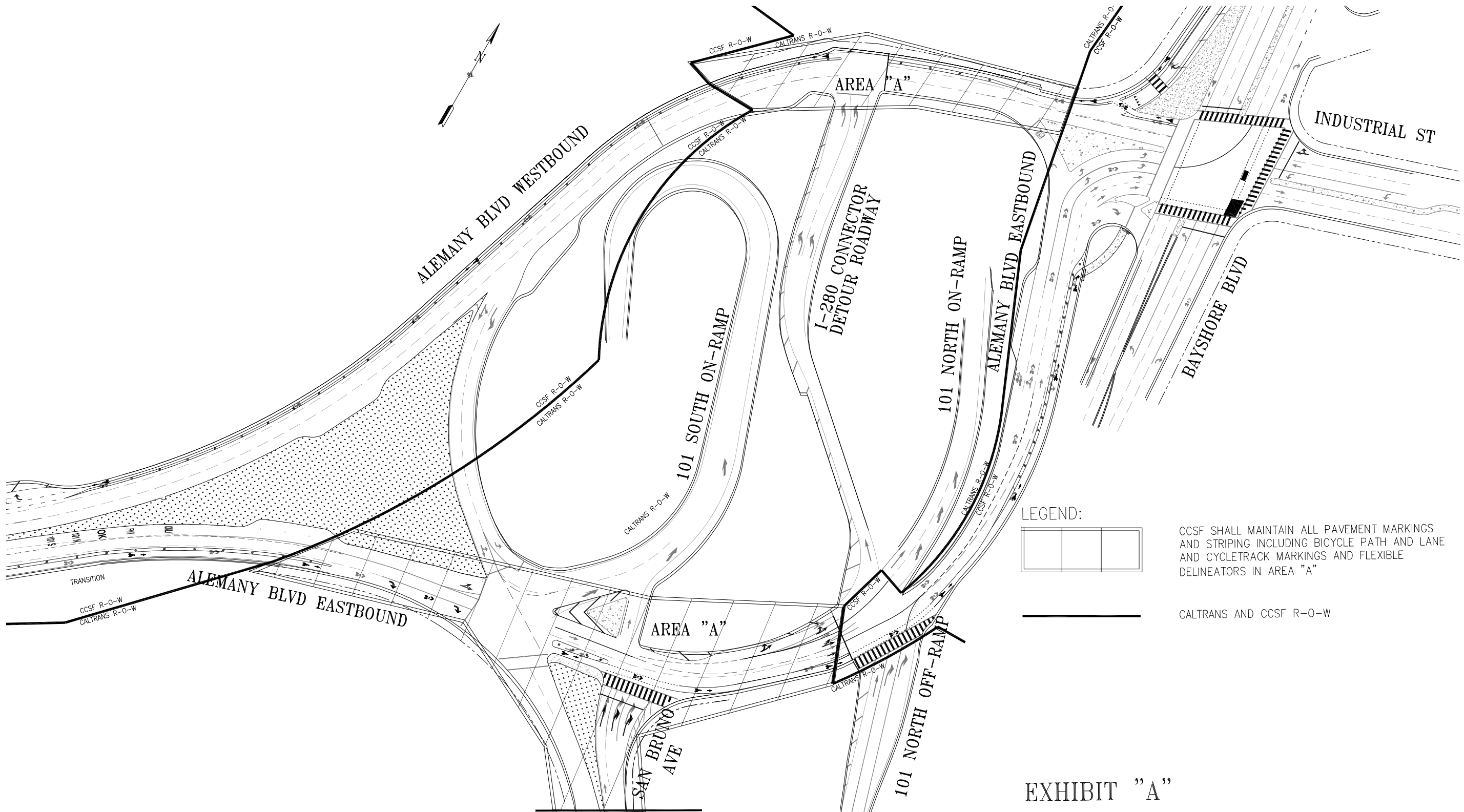
DENNIS J. HERRERA  
City Attorney

By: \_\_\_\_\_  
Christopher Tom  
Deputy City Attorney

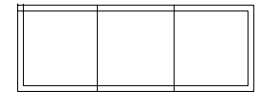
By:  \_\_\_\_\_  
Attorney  
Department of Transportation

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board



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-W

EXHIBIT "A"

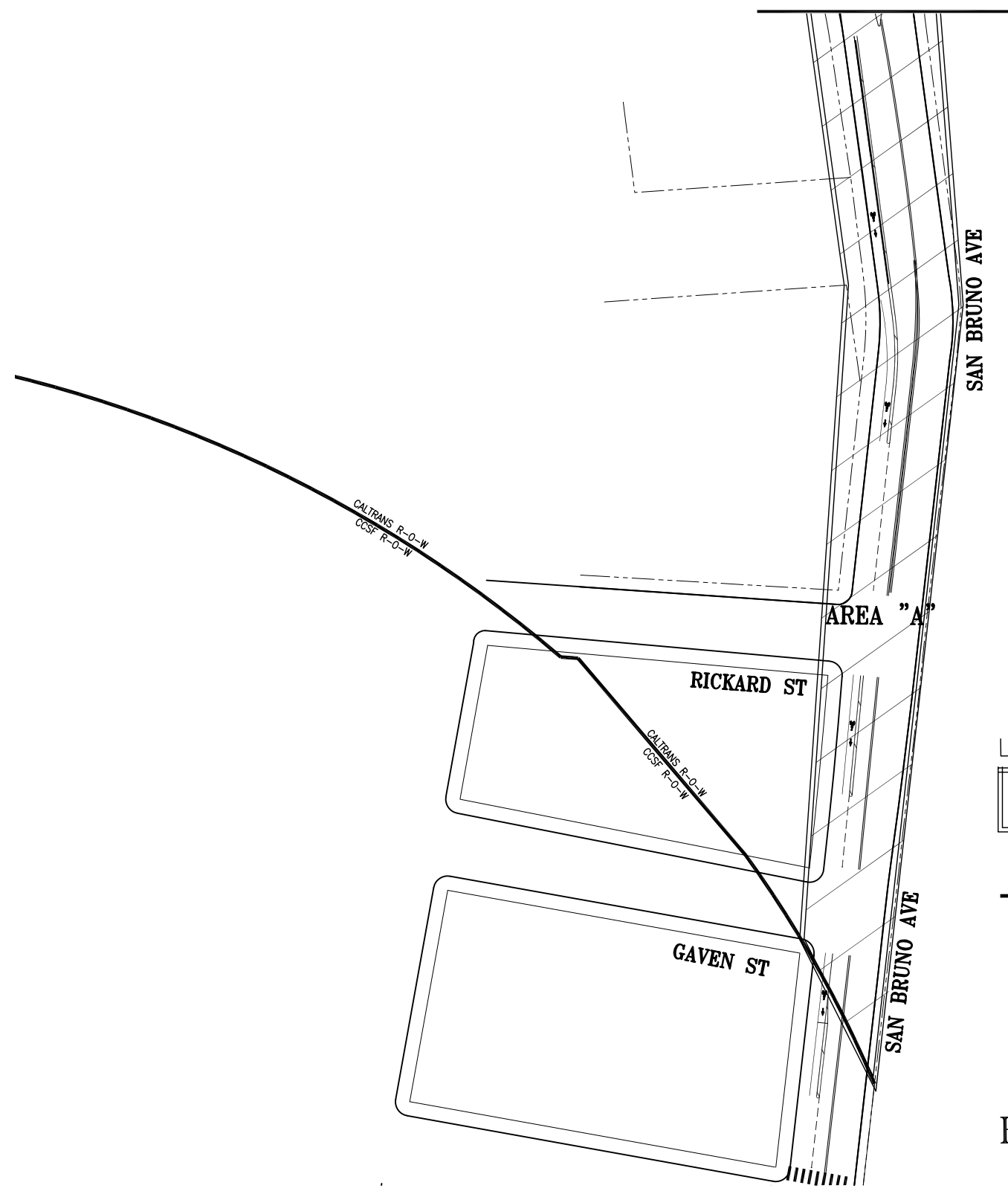
Amendment 1

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 "A"  
SEE SHEET 1 OF 2



SAN BRUNO AVE

AREA "A"

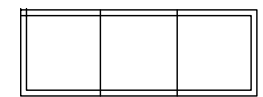
RICKARD ST

CALTRANS R-O-W  
CCSF R-O-W

GAVEN ST

SAN BRUNO AVE

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CALTRANS AND CCSF R-O-W

EXHIBIT "A"

Amendment 1

CALTRANS MAINTENANCE AGREEMENT WITH  
THE CITY AND COUNTY OF SAN FRANCISCO

ALEMANY BLVD AND SAN BRUNO AVE



San Francisco Public Works  
General – Director’s Office  
City Hall, Room 348  
1 Dr. Carlton B. Goodlett Place, S.F., CA 94102  
(415) 554-6920 [www.SFPublicWorks.org](http://www.SFPublicWorks.org)

**Public Works Order No: 203077**

**RECOMMENDING APPROVAL OF AND TRANSMITTING TO THE BOARD OF SUPERVISORS A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO FREEWAY MAINTENANCE AGREEMENT WITH THE CITY OF SAN FRANCISCO, BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND THE STATE OF CALIFORNIA TRANSPORTATION DEPARTMENT (CALTRANS), TO AUTHORIZE THE CITY TO MAINTAIN THE ALEMANY BOULEVARD BIKE LANE AT STATE ROUTE 101/280 INTERCHANGE AND TO AUTHORIZE SAN FRANCISCO PUBLIC WORKS TO EXECUTE SUCH FIRST AMENDMENT.**

By this Order the Public Works Director recommends that the Board of Supervisors approve the First Amendment to Freeway Maintenance Agreement With The City Of San Francisco, by and between the City And County Of San Francisco and the State Of California Transportation Department (Caltrans), effective on July 12, 2010 (“First Amendment to Freeway Maintenance Agreement” or “First Amendment”), to include maintenance of bicycle paths and lanes, and cycle tracks, located and constructed within State Highway Right of Way on Alemany Boulevard at the State Route 101/280 Interchange.

Alemany Interchange Bikeways Project:

Alemany Boulevard and San Bruno Avenue are on the San Francisco Vision Zero High-Injury Network. The Alemany Interchange Bikeways Project will install new separated bikeways with flexible delineator posts to separate bikeways from vehicles, high visibility crosswalks and hatched shoulders, narrowed travel lanes to reduce speeding on Alemany Boulevard, and a buffered bike lane on San Bruno Avenue at the State Route 101/280 Interchange. The separated bikeways and buffered bike lane will be installed under State Encroachment Permit No. \_\_\_\_\_. The First Amendment to Freeway Maintenance Agreement is necessary to reflect the City’s agreement to maintain the permitted improvements.

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

1. Draft Board Resolution Approving the First Amendment to the Freeway Maintenance Agreement
2. First Amendment to Freeway Maintenance Agreement

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

Recommended:

APPROVED:

X DocuSigned by:  
*Suzanne Suskind*  
Suskind, Suzanne  
Acting Deputy Director and City Engineer

X DocuSigned by:  
*Alan Degrafinried*  
Degrafinried, Alan  
Acting Director

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Amendment No.1  
SF 101 PM 1.0-2.5  
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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

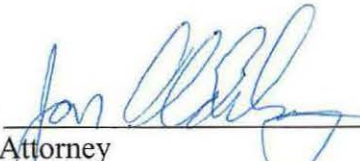
By: \_\_\_\_\_  
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Deputy District Director  
District 4 Maintenance

Approved as to form

As to Form and Procedure:

DENNIS J. HERRERA  
City Attorney

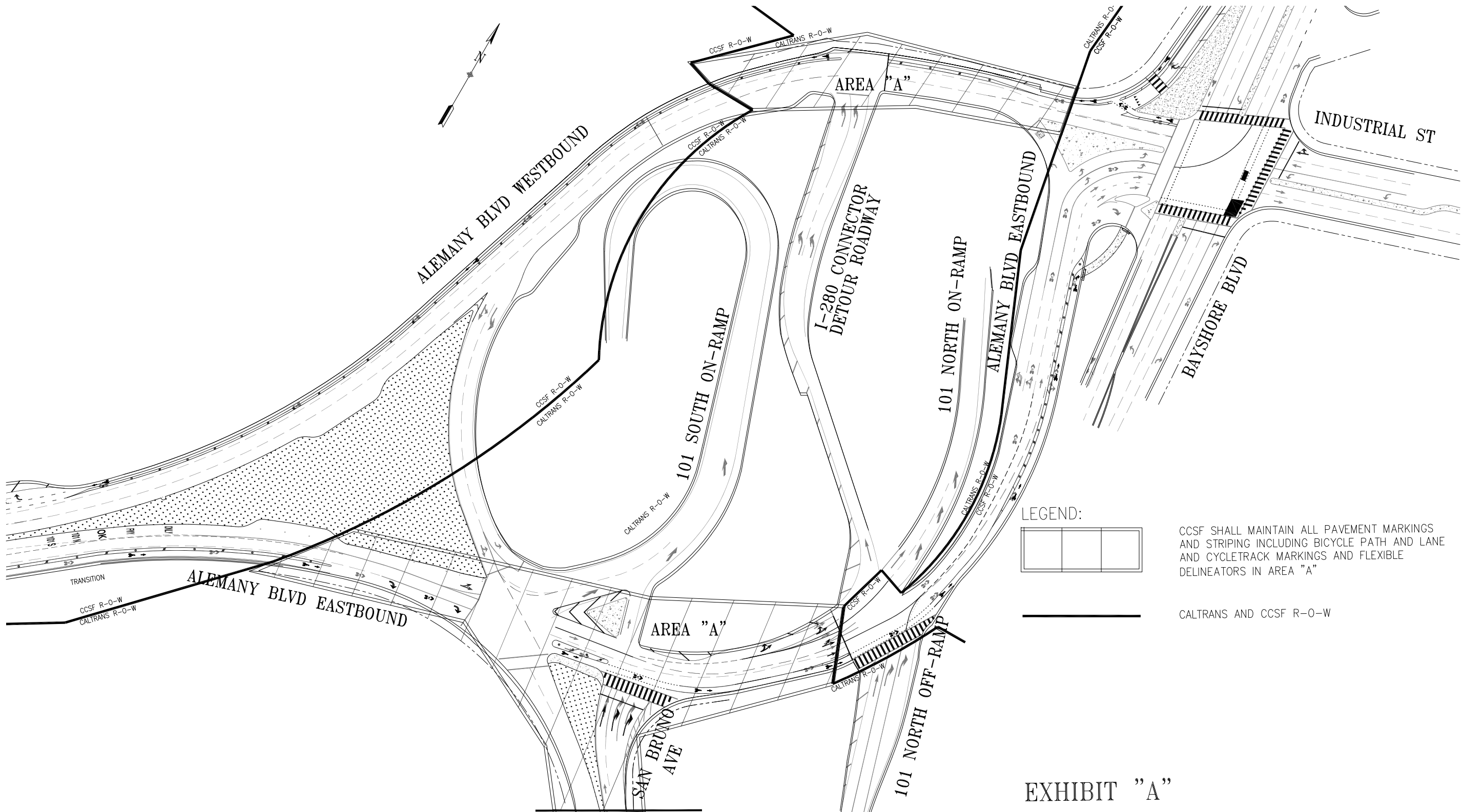
By: \_\_\_\_\_  
Christopher Tom  
Deputy City Attorney

By:  \_\_\_\_\_  
Attorney  
Department of Transportation

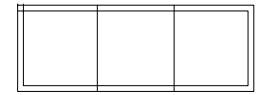
ATTEST:

By: \_\_\_\_\_  
Clerk of the Board





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-W

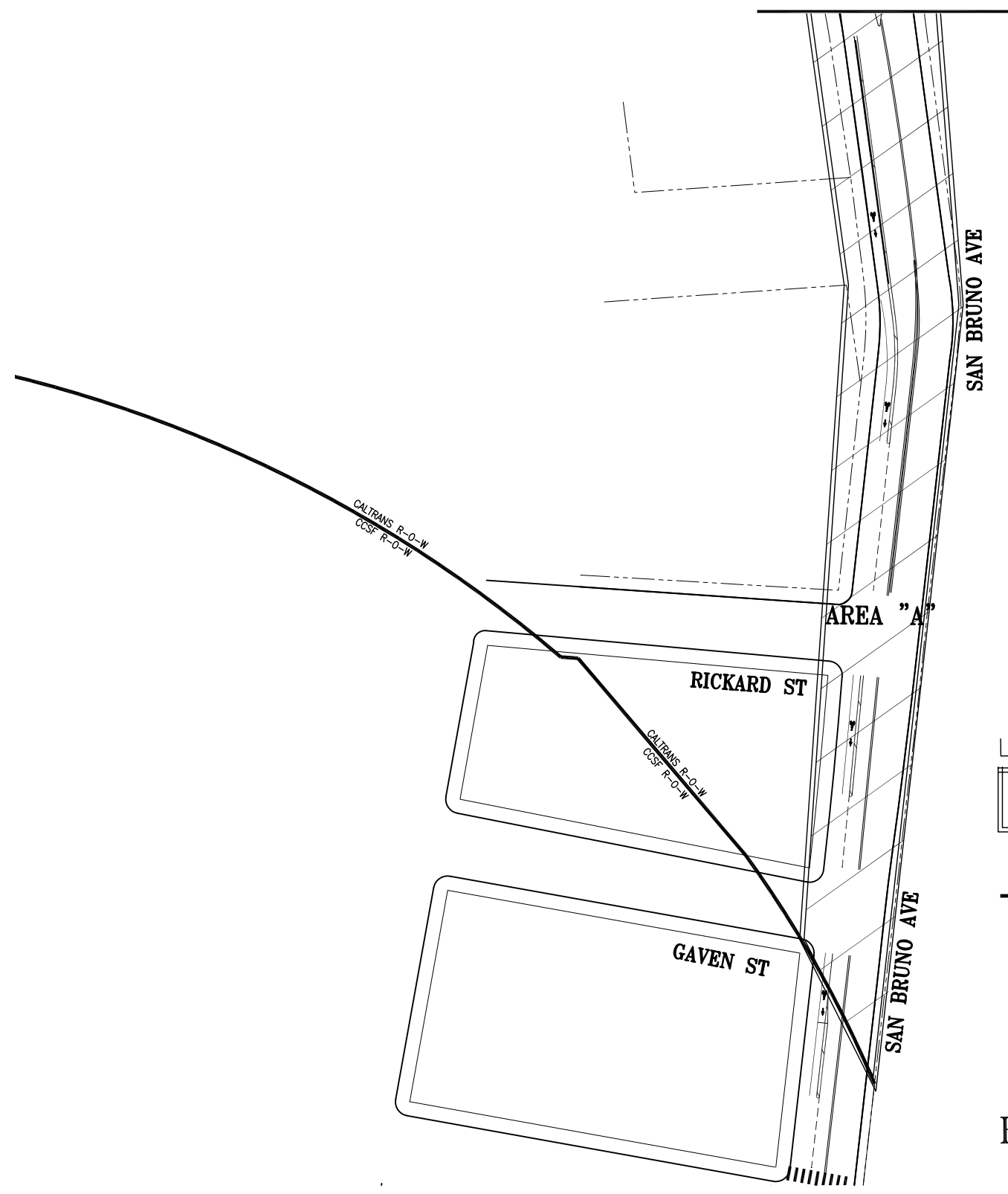
EXHIBIT "A"

Amendment 1

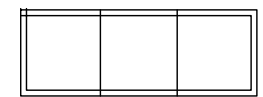
CALTRANS MAINTENANCE AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO

ALEMANY BLVD AND SAN BRUNO AVE

MATCH LINE "A"  
SEE SHEET 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-W

EXHIBIT "A"

Amendment 1

CALTRANS MAINTENANCE AGREEMENT WITH  
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ALEMANY BLVD AND SAN BRUNO AVE