

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

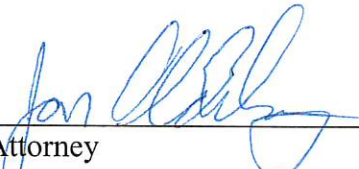
By: \_\_\_\_\_  
DAVID AMBUEHL  
Deputy District Director  
District 4 Maintenance

Approved as to form

DENNIS J. HERRERA  
City Attorney

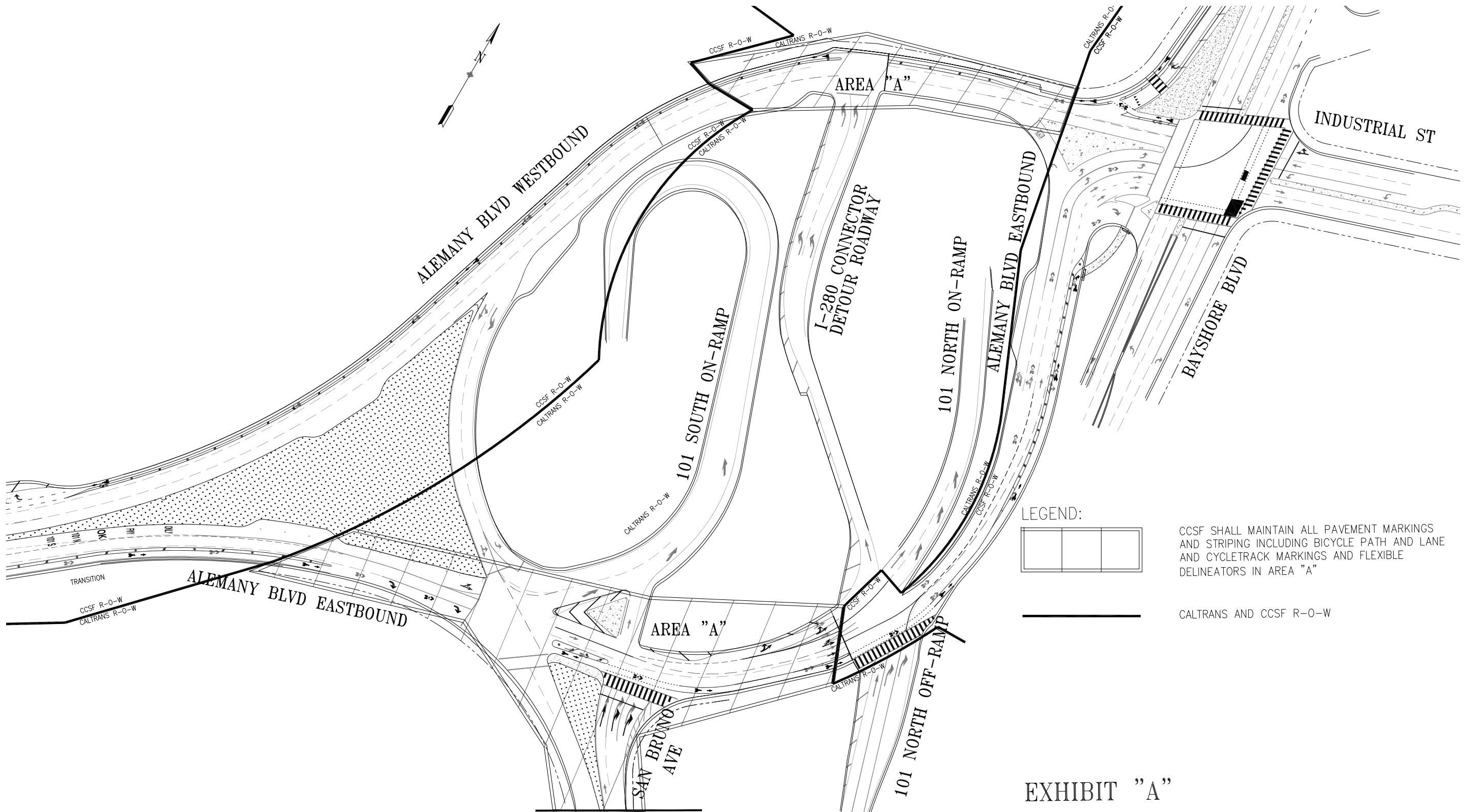
As to Form and Procedure:

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

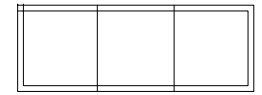
By:  \_\_\_\_\_  
Attorney  
Department of Transportation

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"

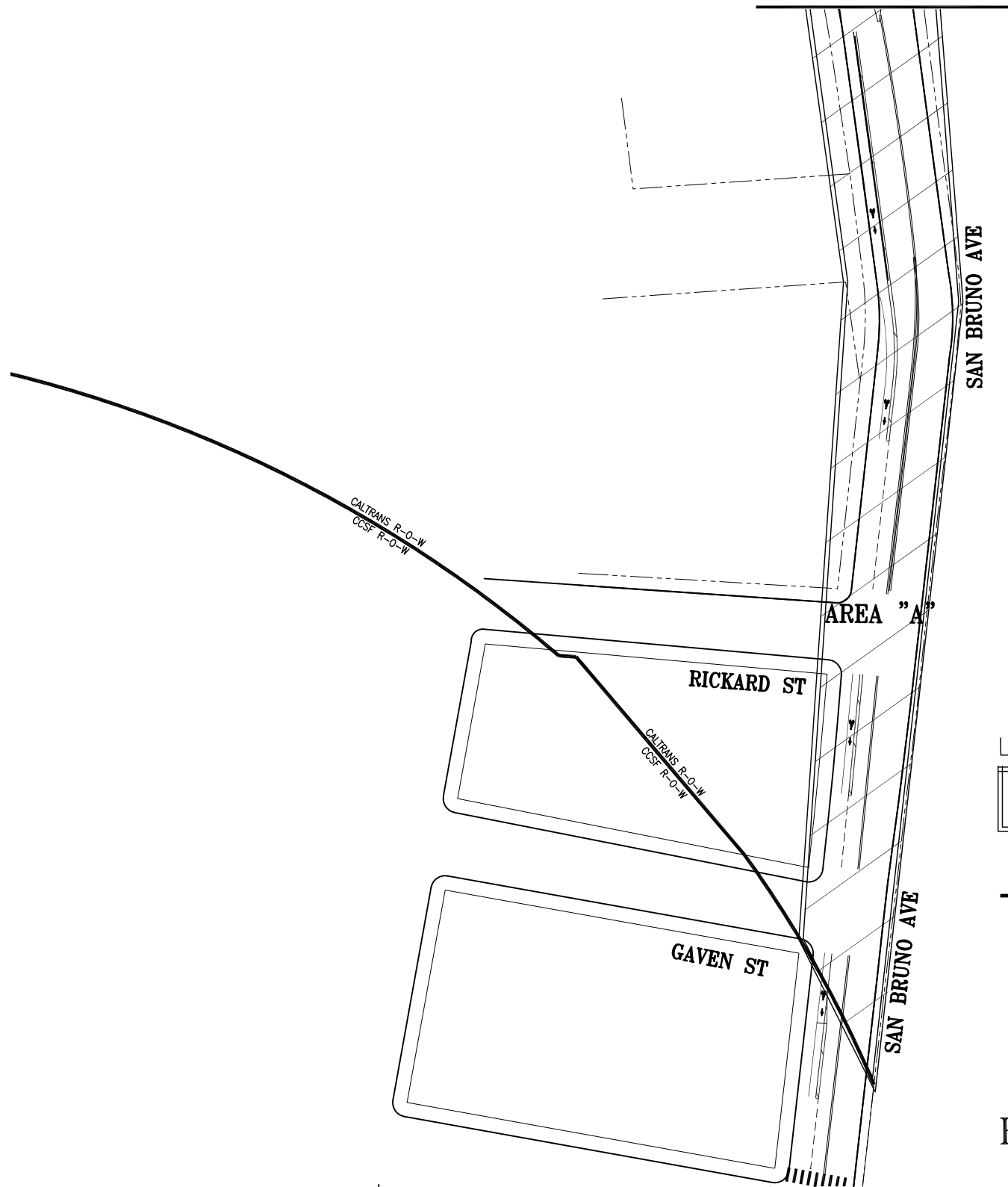
Amendment 1

CALTRANS MAINTENANCE AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO

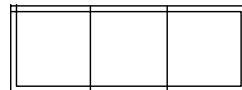
ALEMANY BLVD AND SAN BRUNO AVE

MATCH LINE "A"  
SEE SHEET 2 OF 2

MATCH LINE "A"  
SEE SHEET 1 OF 2



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