File No. 190445 Committee Item No. 6
Board Item No. 9

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee Date May 8, 2019

Board of Supervisors Meeting Date May 14, 2019

Cmte	Board	
☐	☐	Motion
☒	☒	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☒	☒	Budget and Legislative Analyst Report
☐	☐	Youth Commission Report
☐	☐	Introduction Form
☐	☐	Department/Agency Cover Letter and/or Report
☐	☐	MOU
☐	☐	Grant Information Form
☒	☒	Grant Budget
☐	☐	Subcontract Budget
☒	☒	Contract/Agreement
☐	☒	Form 126 – Ethics Commission
☒	☒	Award Letter
☒	☒	Application
☐	☐	Public Correspondence

OTHER (Use back side if additional space is needed)

☐	☒	PowerPoint Presentation
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	

Completed by: Linda Wong Date May 2, 2019
Completed by: Linda Wong Date May 9, 2019

FILE NO. 190445 RESOLUTION NO.

[Grant Agreement - San Francisco Bay Restoration Authority - India Basin Park Project - $4,998,600]

Resolution approving a grant agreement between the Recreation and Park Department and the San Francisco Bay Restoration Authority for the receipt of a $4,998,600 grant for environmental remediation at 900 Innes Avenue at India Basin, pursuant to Charter, Section 9.118(a).

WHEREAS, In 2014, the San Francisco Recreation and Parks Department (RPD) acquired 900 Innes Avenue (900 Innes) at India Basin in San Francisco's Bay View Hunters Point (BVHP) neighborhood; and

WHEREAS, RPD also owns and operates India Basin Shoreline Park, located adjacent to 900 Innes, and collectively these properties comprise the India Basin Park Project (the "Project"); and

WHEREAS, The industrial activities associated with 900 Innes' history as a boat building and repair facility for over 120 years have left the property a brownfield which must be cleaned of hazardous substances and contaminants before it can be developed as a park; and

WHEREAS, At India Basin, RPD in partnership with the BVHP community, the Trust for Public Land (TPL), and the San Francisco Parks Alliance (SFPA), endeavor to build a park that is both spectacular and crucial to the health of San Francisco's southeast communities, and to transform 900 Innes from a post-industrial brownfield into 21st-century legacy park in a historic waterfront context, with an emphasis on public access, social equity, waterfront recreation, resiliency to sea level rise, and habitat and wetland restoration and enhancement; and

WHEREAS, The Project will combine the existing India Basin Shoreline Park area and 900 Innes property (the "Properties") into a 10-acre waterfront park development that closes a critical gap in the San Francisco Bay Trail; and

WHEREAS, In November 2017, RPD applied for San Francisco Bay Restoration Authority (SFBRA) Measure AA grant funding in the amount of $4,988,600 for the remediation of soft-bottom intertidal and subtidal habitat, removal of marine debris deteriorated infrastructure, sediment dredging, and backfill at 900 Innes; and

WHEREAS, On February 22, 2019, SFBRA authorized the disbursement of an amount not to exceed $4,998,600 to the City and County of San Francisco to remediate 900 Innes (the Grant), to be disbursed pursuant to the terms and conditions of the draft Grant Agreement which is on file with the Clerk of the Board of Supervisors under File No. 190445 and which is hereby declared to be part of this resolution as if set forth fully herein; and

WHEREAS, The Grant will enable RPD to improve habitat for fish and wildlife, and facilitate future RPD actions on the site to restore wetland functions, improve ecosystem services, and enhance recreation and public access, consistent with the SFBRA Act, Government Code, Section 66704.5, and Measure AA location and habitat eligibility criteria, and presents an opportunity to take the first important step toward restoration by undertaking remediation activities so that the site may be restored and developed as a park, connect to adjacent habitat and recreation, and provide the BVHP neighborhood access to the San Francisco Bay; and

WHEREAS, The Grant will also enable the larger Project which includes planning and environmental assessments, design and engineering, permitting, construction, construction management, and oversight, inspection, monitoring tasks, and a 20% contingency to cover unforeseen conditions; and

WHEREAS, In addition to the Grant, RPD has already secured and obtained approval to accept and expend $1,200,000 from the USEPA San Francisco Bay Water Quality Improvement Fund, $748,204 from the USEPA Brownfield Clean-up Fund, and $1,600,000 from a private donor, and will contribute $1,814,000 from General and Open Space funds, to complete the remediation project; and

WHEREAS, The Grant terms prohibit including indirect costs in the grant budget; and

WHEREAS, The Grant will not require an amendment to the Annual Salary Ordinance; and

WHEREAS, The Board of Supervisors has previously authorized RPD to accept and expend the Grant, pursuant to Budget Appropriation Ordinance No. 181-18; now, therefore, be it

RESOLVED, That the Board of Supervisors approves the Grant Agreement; and, be it

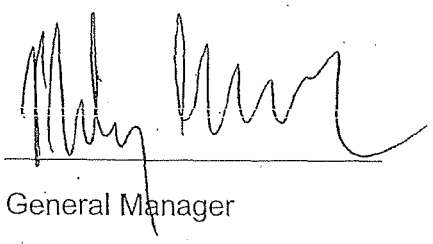
FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General Manager to enter into any modifications and amendments to the Grant Agreement, including to any of its exhibits, and authorizes the RPD General Manager to execute further agreements related to the Project, that the RPD General Manager determines, in consultation with the City Attorney, are in the best interests of the City and do not materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the Project or this Resolution, and are in compliance with all applicable laws, including the City's Charter; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs as part of this Grant budget; and, be it

FURTHER RESOLVED, That within thirty (30) days of the Grant Agreement being fully executed by all parties, the RPD General Manager shall provide the final agreement to the Clerk of the Board for inclusion into the official file; and, be it

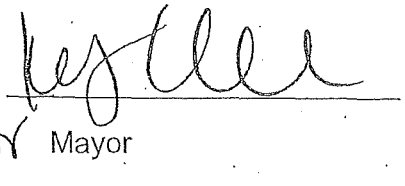
FURTHER RESOLVED, That the Board of Supervisors authorizes the RPD General Manager, and his or her designee, to conduct all negotiations, and execute and submit all documents, including but not limited to applications, agreements, amendments, payment requests and so on, that may be necessary for the completion of the Project.

Recommended:



General Manager

Approved:



for Mayor

Mayor Breed; Supervisors Peskin, Walton
BOARD OF SUPERVISORS

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

May 3, 2019

TO: Budget and Finance Sub-Committee

FROM: Budget and Legislative Analyst

SUBJECT: May 8, 2019 Budget and Finance Sub-Committee Meeting

TABLE OF CONTENTS

Item 6 File 19-0445	Department: Recreation and Parks Department (RPD)

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve a grant agreement between the Recreation and Park Department (RPD) and the San Francisco Bay Restoration Authority (SFBRA) to receive $4,998,600 in Measure AA grants for environmental remediation at 900 Innes Avenue at India Basin.

Key Points

- In 2014, RPD acquired 900 Innes Avenue at India Basin, a site that had become contaminated do to its past use as a boat manufacturing and repair facility. The site is located adjacent to India Basin Shoreline Park, which is owned and operated by RPD.
- In November 2017, RPD applied for $4,998,600 in Measure AA funding from SFBRA for remediation and restoration of the 900 Innes site. In February 2019, SFBRA approved the grant agreement.
- The SFBRA grant would provide funding for RPD to complete Phase 1a of the India Basin Park Project, remediating the 900 Innes site. The project scope includes remediation of soft-bottom intertidal and subtidal habitat, removal of marine debris deteriorated infrastructure, sediment dredging, and backfill at 900 Innes. Future phases of the project include park construction and combining the site with the existing India Basin Shoreline Park into a 10-acre waterfront park development.

Fiscal Impact

- The proposed resolution would provide RPD with $4,998,600 in Measure AA grant funding for environmental remediation of 900 Innes. RPD would contribute $1,814,000 to the project, with $1,050,000 coming from the General Fund and $764,000 coming from the Open Space Fund. The total project budget of Phase 1a to remediate 900 Innes is approximately $11,000,000. Sufficient funding to cover RPD's contribution to the project was appropriated in the FY 2016-17 and FY 2018-19 budgets.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

City Administrative Code Section 10.170-1 states that accepting Federal, State, or third-party grant funds in the amount of $100,000 or more, including any City matching funds required by the grant, is subject to Board of Supervisors approval.

BACKGROUND

In 2014, the San Francisco Recreation and Parks Department (RPD) acquired 900 Innes Avenue at India Basin in the Bayview Hunters Point neighborhood. The 900 Innes site had been used as a boat manufacturing and repair facility for over 120 years. It is currently a brownfield with debris and hazardous substances and contaminants. The site is located adjacent to India Basin Shoreline Park, which is owned and operated by RPD.

In June 2016, voters throughout the nine-county Bay Area region voted to approve Measure AA, a $12 parcel tax estimated to raise approximately $25 million annually to fund shoreline projects to protect and restore the Bay.

In November 2017, RPD applied for $4,998,600 in Measure AA grant funding from the San Francisco Bay Restoration Authority (SFBRA) for Phase 1a of the remediation and restoration of the 900 Innes site. In February 2019, SFBRA approved the grant agreement.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve a grant agreement between RPD and SFBRA to receive $4,998,600 in Measure AA grants for environmental remediation (Phase 1a) at 900 Innes at India Basin. RPD would contribute $1,814,000, with $1,050,000 coming from the General Fund and $764,000 coming from the Open Space Fund. Other funding sources include grants from the U.S. Environmental Protection Agency, a private donation from the John Pritzker Family Fund (File 19-0444), and a pending grant from the State Coastal Conservancy.

Project Description

The India Basin Park Project consists of converting 900 Innes from a post-industrial brownfield into a waterfront park, emphasizing public access, social equity, waterfront recreation, sea level rise resiliency, and habitat and wetland restoration and enhancement. It would combine 900 Innes with the existing India Basin Shoreline Park and close a gap in the San Francisco Bay Trail.

According to Ms. Nicole Avril, RPD Capital Partnerships Director, Phase 1a of the project includes remediation of soft-bottom intertidal and subtidal habitat, removal of marine debris deteriorated infrastructure, sediment dredging, and backfill at 900 Innes. Remediation is expected to take place between Spring 2020 and Spring 2021, and the estimated cost is approximately $11 million.

Phase 1b of the project would be the park construction. It would include the Class 1 bike path/Bay Trail segment, ADA-accessible garden walk, grand timber stairwell, porch swings, an Overlook Pavilion, a workshop, docks, barbecue and picnic areas, and restoration of the

Shipwrights Cottage. Construction would begin Summer or Fall 2021 and conclude Fall or Winter 2022, and the estimated cost is approximately $39 million.

Phase 2 would combine the existing India Basin Shoreline Park with the 900 Innes site into a 10-acre waterfront park development. It would include construction of the Marineway, gravel beach, Outfitter Building, the ADA-accessible pier and dock, the Sage Slopes and Marsh Edge, recreational bike and pedestrian paths, the adventure playground, adult fitness programming, and basketball courts. Construction would begin in 2023 or 2024 and conclude in 2025 or 2026, pending funding. The estimated cost is approximately $70 million.

Total estimated project costs are $120 million through 2025 or 2026. According to documents submitted with File 19-0444, funding of approximately $15.8 million has been secured, including City General Fund and Open Space Acquisition Fund, Measure AA, U.S. Environmental Protection Agency, State Coastal Conservancy (pending, see below), and private funds. The John Pritzker Family Foundation donation (File 19-0444) would provide an additional $25 million. Approximately $80 million would still need to be secured; sources include Recreation and Parks General Obligation Bonds to be submitted to the voters in 2019, California State Parks Bond, and private funding.

FISCAL IMPACT

The proposed resolution would provide RPD with $4,998,600 in Measure AA grant funding for environmental remediation at 900 Innes. RPD would contribute $1,814,000 towards the project, with $1,050,000 coming from the General Fund and $764,000 coming from the Open Space Fund.

The total project budget for Phase 1a to remediate the 900 Innes site is approximately $11,000,000. The project budget is shown in Table 1 below.

Table 1: India Basin Park Project Budget

Sources	Amount
RPD (General Fund)	$1,050,000
RPD (Open Space Fund)	764,000
SFBRA Measure AA Grant (File 19-0445)	4,998,600
USEPA Water Quality Improvement Funds	1,200,000
USEPA Brownfield Clean-Up Fund	748,204
John Pritzker Family Fund (File 19-0444)	1,236,989
State Coastal Conservancy Proposition 1 Grant (Pending)[1]	1,000,000
Total Sources	**$10,997,793**

Uses	Amount
Professional Services (Technical Studies/Assessments, Engineering, Design, Permitting Support)	$2,533,770
Construction (Hard Cost)	6,011,204
Construction Management	220,339
Project Management	225,000
Regulatory & Building Permit Fees (State, Local, Federal)	246,000
Oversight, Inspections, & Monitoring	559,000
Construction Contingency (20% of Hard Cost)	1,202,480
Total Uses	**$10,997,793**

According to Ms. Avril, the General Fund funding was appropriated in the RPD FY 2018-19 budget, and the Open Space Fund funding was appropriated in the RPD FY 2016-17 budget.

RECOMMENDATION

Approve the proposed resolution.

[1] According to Ms. Avril, the State Coastal Conservancy grant is still pending. If the grant is not awarded, additional funding from the $25 million John Pritzker Family Foundation donation would be allocated to the remediation project.

San Francisco Bay Restoration Authority

Address:
c/o State Coastal Conservancy
1515 Clay Street, 10th Floor
Oakland, CA 94612

Telephone: 510-286-7193

Email: info@sfbayrestore.org

Web: www.sfbayrestore.org

March 28, 2019

Mr. Phil Ginsburg
General Manager
San Francisco Recreation and Parks Department
McLaren Lodge
501 Stanyan Street
San Francisco, CA 94117

Dear General Manager Ginsburg:

We are pleased to inform you that the San Francisco Bay Restoration Authority (SFBRA) has authorized the disbursement of up to $4,998,600 to the City and County of San Francisco (City). This grant will fund the remediation and restoration of the City's 900 Innes site, which the City, through its Recreation and Park Department (SFRPD), acquired in 2014, and is located in the Bayview-Hunter's Point (BVHP) neighborhood.

The SFBRA appreciates that the proposed project will improve habitat for fish and wildlife and facilitate future SFRPD actions on the site to restore wetland functions, improve ecosystem services, and enhance recreation and public access.

Specifically, the proposed project consists of remediating the soft-bottom intertidal and subtidal sediments containing hazardous levels of contaminants (including Metals, PAHs, TPHs, and PCBs), and removing dilapidated structures related to the prior industrial activities. Furthermore, this project will reduce the overall pollutant load in bay mud, improve important soft bottom substrate that supports invertebrate populations, improve Essential Fish Habitat, support birds, and ensure the safety of future park users, visitors, construction workers, and ecological receptors.

The project demonstrates consistency with Authority's enabling legislation, the San Francisco Bay Restoration Authority Act, as well as consistency with Measure AA programs, activities, and prioritization criteria.

Please note that this funding is contingent on the City carrying out the project in accordance with a grant agreement between the City and SFBRA and an associated work program and other conditions precedents outlined in the grant agreement, and providing any funds beyond those granted under this agreement which are needed to complete the Project.

Again, the San Francisco Bay Restoration Authority is pleased to support the 900 Innes remediation project with a grant of up to $4,998,600 and looks forward to remediation and restoration of the 900 Innes site and its development into a vibrant park property.

Best regards,

Kelly Malinowski
Project Manager, San Francisco Bay Restoration Authority

San Francisco Recreation and Park Department, 900 Innes Remediation

Novemebr 15, 2017

II. GRANT APPLICATION - PRELIMINARY BUDGET AND SCHEDULE									
Task Number	Task	Year 1	Year 2	Year 3	TOTAL ACROSS YEARS	Applicant's Funding (Leveraged)	San Francisco Bay Restoration Authority	USEPA, SF Bay Water Quality Improvement Funds (Leveraged)	TOTAL COST
1	Professional Services (Technical Studies/Assessments, Engineering, Design, Permitting Support)	$521,057.00	$360,000.00	$340,176.00	$1,221,233.00	$645,233.00	$576,000.00	$0.00	$1,221,233.00
2	Construction (Hard Cost)	$0.00	$0.00	$4,873,000.00	$4,873,000.00	$500,000.00	$3,173,000.00	$1,200,000.00	$4,873,000.00
3	Construction Management	$0.00	$0.00	$220,339.00	$220,339.00	$220,339.00	$0.00	$0.00	$220,339.00
4	Project Management	$75,000.00	$75,000.00	$75,000.00	$225,000.00	$225,000.00	$0.00	$0.00	$225,000.00
5	Regulatory & Building Permit Fees (State, Local, Fed)	$68,500.00	$137,500.00	$0.00	$206,000.00	$0.00	$206,000.00	$0.00	$206,000.00
6	Oversight, Inspections & Monitoring	$0.00	$0.00	$214,000.00	$214,000.00	$155,000.00	$59,000.00	$0.00	$214,000.00
7	Construction Contingency (20% of Hard Cost)	$0.00	$0.00	$974,600.00	$974,600.00	$0.00	$974,600.00	$0.00	$974,600.00
TOTAL		$664,557.00	$572,500.00	$6,697,115.00	$7,934,172.00	$1,745,572.00	$4,988,600.00	$1,200,000.00	$7,934,172.00

SFBRA MODEL CONSTRUCTION GRANT AGREEMENT 4/2018

Grantee's full, legal name: _____

Taxpayer ID Number _____

Address: _____

_____

_____

Phone No.: (___) _____

Name of Person Signing: _____

Title of Person Signing: _____

Contact Person, if different than Person Signing:

Name of Contact: _____

Title of Contact: _____

SCOPE OF AGREEMENT

Pursuant to the San Francisco Bay Restoration Authority Act, California Government Code § 66700-66706, the San Francisco Bay Restoration Authority ("the Authority") hereby grants to **[City, County, District, nonprofit organization, etc.]** ("the grantee") a sum not to exceed $_____ (_____ dollars), subject to this agreement. The grantee shall use these funds to complete the following project

("the project") at _____ **[location and city/county]**, as shown on Exhibit ___ , which is incorporated by reference and attached.

[Add project description here.]

The grantee shall carry out the project in accordance with this agreement and a work program, as provided in the "WORK PROGRAM" section, below. The grantee shall provide **[**$ _____ **and]** any funds beyond those granted under this agreement which are needed to complete the project.

CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT

The grantee shall not begin construction of the project and the Authority shall not be obligated to disburse any funds unless and until the following conditions precedent have been met:

1. The **[City Council/Board of Supervisors/board of directors/etc.]** of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.

2. The Executive Officer of the Authority ("the Executive Officer") has approved in writing:

   a. A work program for the project, as provided in the "WORK PROGRAM" section, below.

   b. A plan for installation of signs and acknowledgment of Authority support, as provided in the "SIGNS AND ACKNOWLEDGMENT" section, below.

   c. All contractors that the grantee intends to retain in connection with the project. **[The grantee must provide written evidence to the Authority that each contractor has complied with the bonding requirements described in the "BONDING" section, below.]**

3. The grantee has provided written evidence to the Authority that:

   a. All permits and approvals necessary to the completion of the project under applicable local, state and federal laws and regulations have been obtained.

   b. The grantee has provided for required insurance coverage, including additional insured endorsement, as described in the "INSURANCE" section, below.

c. **[If a Project Labor Agreement is required:]**The grantee has entered into a project labor agreement with the local Building Trades Council(s) for the county(ies) in which the project is located that covers all project work that is within the craft jurisdictions of the Unions and that contains the terms required by Authority Resolution 22, which is attached as Exhibit __.

4. **[If the grantee does not own the project site and the project site is public property:]**The grantee has entered into a written agreement with the owner of the project site sufficient to enable the grantee to carry out the project in compliance with this agreement. **[OR, If the grantee does not own the project site and the project site is private property:]** The grantee, the Authority, and the owner of the project site have entered into, and the grantee has recorded, an agreement sufficient to enable the grantee to carry out the project in compliance with this agreement and to protect the public interest in the improvements or facilities constructed under this agreement. **[OR, If the grantee owns the project site and the grantee is a non-public entity:]** The grantee and the Authority have entered into, and the grantee has recorded, an agreement to protect the public interest in the improvements or facilities constructed under this agreement. **[If the grantee is a public entity that owns the project site, no version of this condition is necessary.]**

[Other conditions required by Board action, such as:]

5. Additionally, no Authority funds shall be disbursed until the grantee has provided the Executive Officer with evidence that all other public funds available for the project have been expended.

[If preparation of plans, specifications and engineering is part of the grant, add:] Notwithstanding the above, the grantee may begin to prepare plans, specifications and engineering work upon meeting conditions precedent no. ___ **[and no.** ___], and upon the Executive Officer's review and approval of a separate work program (tasks, budget and timeline) and approval of any contractors that the grantee will retain to perform the work.

ADDITIONAL GRANT CONDITION[S]

The grantee shall also meet the following condition[s]:

1. Using the Lessons Learned Report form provided by the Authority and in accordance with the deadline set forth in the PROJECT COMPLETION section, below, the grantee shall submit a report describing whether the project met the project goals and information learned from project implementation that could help others more effectively implement similar projects.
2. **[If the Authority's authorization imposes conditions which are <u>not</u> conditions <u>precedent</u> to disbursement, insert here.]**

TERM OF AGREEMENT

This agreement shall take effect when signed by both parties and received in the offices of the Authority together with the resolution described in the "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

This agreement shall run from its effective date through _____, 20__ ("the termination date") unless otherwise terminated or amended as provided in this agreement. **[Note: this date is typically 20 years from the date of completion of construction; alternatively, it can be based upon the expected reasonable life of the improvements or other basis related to how long the grantee must operate and maintain the project.]**

However, all work shall be completed by _____, 20___ ("the completion date"). The grantee shall submit a final Request for Disbursement no later than _____, 20___. **[Note: this date should be based upon the grantee's budget as described in the grant application.]**

AUTHORIZATION

The signature of the Executive Officer of the Authority on this agreement certifies that at its _____, 20___ meeting, the Authority adopted the resolution included in the staff recommendation attached as Exhibit ____. This agreement is executed under that authorization.

Standard Provisions

WORK PROGRAM

Before beginning construction, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with the purposes of this grant agreement. The work program shall include:

1. Construction plans and specifications that have been certified by a licensed architect or registered engineer, or approved by the grantee's Public Works Director.

2. A schedule of completion for the project specifically listing the completion date for each project component and a final project completion date.

3. A detailed project budget. The project budget shall describe all labor and materials costs of completing each component of the project, including the grantee's labor and materials costs and costs to be incurred under a contract with any third party retained by the grantee for work under this agreement. For each project component, the project

budget shall list all intended funding sources, including the Authority's grant, **[the grantee's required contribution]** and all other sources of monies, materials, or labor. The grantee shall review the plans on-site with Authority staff.

[Include the following where the staff recommendation states that the grantee will implement feasible BMPs to reduce GHGs:]

4. A list of best management practices that will be implemented to reduce the project's greenhouse gas emissions.

If all or any part of the project to be funded under this agreement will be performed by third parties ("contractors") under contract with the grantee, then the grantee shall, prior to initiating any contractor selection process, submit the selection package, including any applicable construction plans and specifications that have been certified or approved as described above, to the Executive Officer for review and written approval as to consistency with the purposes of this grant agreement. Upon approval by the Executive Officer, the grantee shall proceed with the contractor selection process. Prior to final selection of a contractor, the grantee shall submit to the Executive Officer for written approval the names of all contractors that the grantee intends to hire. The grantee shall then comply with the above paragraph regarding submission and approval of a work program prior to construction.

The work program shall have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement

upon the grantee's submission of a modified work program and the Executive Officer's written approval of it. If this agreement and the work program are inconsistent, the agreement shall control.

The grantee shall construct the project in accordance with the approved work program.

SIGNS AND ACKNOWLEDGMENT

Prior to beginning the project, the grantee shall submit a plan to the Executive Officer for the installation of signs and acknowledgment of Authority support. Except as the Executive Officer agrees otherwise, the plan shall commit the grantee to mention the Authority's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

The grantee shall install and maintain a sign or signs visible from the nearest public roadway identifying the project, acknowledging Authority assistance and displaying the Authority's logo **[and, if public access:** , and directing the public to the project]. The Authority shall provide to the grantee specifications for the signs. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more

appropriate methods for acknowledging the sources of funding. The grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method. The Authority will withhold final disbursement until the signs are installed in accordance with the approved plan.

[Include the following whenever the project involves any construction or other improvement of real property. Use the "AND LIEN RELEASE" heading and the third paragraph only where the construction is on privately owned property]

BONDING [AND LIEN RELEASE]

If the grantee intends to use any contractors on any portion of the project to be funded under this agreement, construction shall not begin until each contractor has furnished a performance bond in favor of the grantee **[For grants to nonprofit grantees, add:** and in favor of the Authority, individually or as a co-obligee,] in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value. This requirement shall not apply to any contract for less than $20,000.

Any bond furnished under this section shall be executed by an admitted corporate surety insurer licensed in the State of California.

[Use when property is privately owned:]

The Authority shall not disburse to the grantee payment for obligations incurred by the grantee with respect to any contractor or subcontractor of the grantee until the grantee

submits to the Authority a lien release corresponding to the work invoiced (and complies with the other prerequisites to payment under this agreement).

COSTS AND DISBURSEMENTS

When the Authority determines that all "CONDITIONS PRECEDENT TO CONSTRUCTION AND DISBURSEMENT" have been fully met, the Authority shall disburse to the grantee, in accordance with the approved project budget, a total amount not to exceed the amount of this grant, as follows:

The withholding for this agreement is ten percent. The Authority shall disburse funds for costs incurred to date, less ten percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of a "Request for Disbursement" form, which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Authority shall disburse the ten percent withheld upon the grantee's satisfactory completion of construction and compliance with the "PROJECT COMPLETION" section, below, and upon the Authority's acceptance of the project.

[If you want to invoice by task, or to disburse the amount withheld from each task upon completion of that task, see your attorney for language.]

The Authority will reimburse the grantee for expenses necessary to the project when documented by appropriate receipts. The Authority will reimburse travel and related

expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to the grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. The Authority will reimburse the grantee for other necessary expenses if those expenses are reasonable in nature and amount taking into account the nature of the project, its location, and other relevant factors.

The grantee shall request disbursements by filing with the Authority a fully executed "Request for Disbursement" form (available from the Authority). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. Hourly rates billed to the Authority, and specified in the approved work program budget shall be equal to the actual compensation paid by grantee to employees, which may include employee benefits. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee shall sign the forms. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.

2. Invoices from contractors that the grantee engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.

3. A supporting progress report summarizing the current status of the project and comparing it to the status required by the work program (budget, timeline, tasks, etc.) including written substantiation of completion of the portion of the project for which the grantee is requesting disbursement.

The grantee's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Authority of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The total amount of this grant may not be increased except by written amendment to this agreement. The grantee shall expend funds consistent with the approved project budget. Expenditure on items contained in the approved project budget, other than overheard and indirect costs, may vary by as much as ten percent without prior approval by the Executive Officer, provided that the grantee first submits a revised budget to the Authority and requests disbursement based on the revised budget. Any deviation greater than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget approved in advance and in writing by the Executive Officer. The Authority may withhold payment for items that exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

Within thirty days of completion of construction of the project, the grantee shall supply the Authority with evidence of completion by submitting a final report which includes:

1. An inspection report by a licensed architect or registered engineer or the grantee's Public Works Director certifying completion of the project according to the approved work program.

2. Documentation that signs are installed as required by the "SIGNS AND ACKNOWLEDGMENT" section of this agreement.

3. A fully executed final "Request for Disbursement."

4. "As built" drawings of the completed project [**and/or** photographs documenting project completion].

5. The Lessons Learned Report.

Within thirty days of grantee's submission of the above, the Authority shall determine whether the grantee has satisfactorily completed the project. If so, the Authority shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM

Before the project has commenced, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

Before the project is complete, the Authority may terminate or suspend this agreement for any reason by providing the grantee with seven days notice in writing. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Authority. The Authority shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement shall remain in effect until further written notice from the Authority authorizes work to resume.

Before the project is complete, the grantee may terminate this agreement for any reason by providing the Authority with seven days notice in writing and repaying to the Authority all amounts disbursed by the Authority under this agreement. The Authority may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement, the grantee shall be liable for immediate repayment to the Authority of all amounts disbursed by the Authority under this agreement. The Authority may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies the Authority may have for breach of this agreement.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

OPERATION AND MAINTENANCE

The grantee shall use, manage, maintain and operate the project throughout the term of this agreement consistent with the purposes for which the Authority's grant was made. The grantee assumes all operation and maintenance costs of these facilities and

structures; the Authority shall not be liable for any cost of maintenance, management, or operation. The grantee may be excused from its obligations for operation and maintenance during the term of this agreement only upon the written approval of the Executive Officer.

For purposes of this agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.

MITIGATION

Without the written permission of the Executive Officer, the grantee shall not use or allow the use for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) of any portion of real property on which the Authority has funded construction. **[If the grantee does not own the property, see your attorney for language tailoring this provision to your circumstances.]** In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Authority. As used in this section, mitigation includes, but is not limited to, any use of the property

in connection with the sale, trade, transfer or other transaction involving carbon sequestration credit or carbon mitigation.

INSPECTION

Throughout the term of this agreement, the Authority shall have the right to inspect the project area to ascertain compliance with this agreement.

INDEMNIFICATION AND HOLD HARMLESS

The grantee shall be responsible for, indemnify and hold harmless the Authority, its officers, agents, and employees from any and all liabilities, claims, demands, damages, or costs, including, without limitation, litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors, and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Authority, its officers, agents, or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code section 2778. **[Where the grantee is a public entity, add:** This agreement supersedes any right the grantee may have as a public entity to indemnity and contribution as provided in Gov. Code Sections 895 et seq.]

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Authority, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

The obligations in this "INDEMNIFICATION AND HOLD HARMLESS" section shall survive termination of this agreement.

INSURANCE

The grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the grantee or its agents, representatives, employees, [**Add, if volunteers will work on project:** volunteers,] or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage requirement in whole or in part through: (a) its contractors'

procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

The grantee shall maintain property insurance, if required below, throughout the term of this agreement. Any required errors and omissions liability insurance shall be maintained from the effective date through two calendar years after the completion date. The grantee shall maintain all other required insurance from the effective date through the completion date.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

   a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.

   b. Automobile Liability coverage: ISO Form Number CA 0001, Code 1 (any auto).

   c. Workers' Compensation insurance as required by the Labor Code of the State of California.

[Include d. and e. only if facilities or structures will be constructed and only if they will be designed by a professional architect or engineer and constructed by a licensed contractor.]

d. Course-of-construction (also known as "Builder's Risk") insurance covering all risks of loss. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild or repair the damaged portions of the facilities and structures constructed under this agreement.)

e. Property insurance covering the loss, damage, or destruction of the facilities or structures constructed under this agreement against fire and extended coverage perils. (Any proceeds of loss payable under this coverage shall be used to replace, rebuild and/or repair the damaged portions of the facilities and structures constructed under this agreement.)

2. Minimum Limits of Insurance. The grantee shall maintain coverage limits no less than:

[Include 2(c) and 2(d) below only if 1(d) and 1(e) under "Minimum Scope of Insurance," above, have been included. If not, then delete 2(c) and 2(d) (by placing the cursor next to each paragraph number and then using: "Table" menu – "Delete" – "Rows").]

a. General Liability: *(Including operations, products and completed operations, as applicable)*	$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either

	the general aggregate limit shall apply separately to the activities under this agreement, or the general aggregate limit shall be twice the required occurrence limit.
b. Automobile Liability:	$1,000,000 per accident for bodily injury and property damage.
c. Course of Construction:	Completed value of the project with no coinsurance penalty provisions.
d. Property Insurance	90 percent of full replacement cost of the facilities or structures.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.

4. Required Provisions Concerning the Authority.

   a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior

written notice by first class mail has been given to the Authority; or in the event of cancellation of coverage due to nonpayment, after ten days prior written notice to the Authority. The grantee shall notify the Authority within two days of receipt of notice that any required insurance policy will lapse or be cancelled. At least ten days before an insurance policy held by the grantee lapses or is cancelled, the grantee shall provide the Authority with evidence of renewal or replacement of the policy.

b. The grantee hereby grants to the Authority, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the Authority, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.

c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The Authority, its officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the

grantee; and with respect to liability arising out of work or operations, including completed operations, performed by or on behalf of the grantee including materials, parts or equipment furnished in connection with the work or operations.

(ii) For any claims related to this agreement, the grantee's insurance coverage shall be primary insurance as respects the Authority, its officers, agents and employees, and not excess to any insurance or self-insurance of the Authority.

(iii)The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.

5. Acceptability of Insurers. Insurance shall be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Authority and approved in writing by the Executive Officer.

6. Verification of Coverage. The grantee shall furnish the Authority with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and

endorsements are to be received and approved by the Executive Officer before work commences. The Authority may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

7. Contractors. The grantee shall include all contractors as insureds under its policies or shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain Errors and Omissions Liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project **[Add the following for a major construction project involving architects/engineers**: with a minimum limit of liability of $1,000,000].

8. Premiums and Assessments. The Authority is not responsible for premiums and assessments on any insurance policy.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the **[construction, implementation, etc.]** of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The grantee shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Authority or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Authority or its agents with any relevant information requested and shall permit the Authority or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following the later of final disbursement by the Authority, and the final year to which the particular records pertain. The records shall be subject to examination and audit by the Authority and the Bureau of State Audits during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Authority may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

[Add for large or complex grants, or where tracking use of the funds will be difficult, or at other times when appropriate or desirable:]

After completing the project, the grantee shall promptly conduct a final financial and compliance audit of revenue and expenditures. An independent Certified Public Accountant shall conduct the audit and prepare a report in compliance with GAAP. In place of performing a separate audit, the grantee may submit to the Authority, within a time that the Authority specifies, a copy of the grantee's federal "single audit."

[Include the following section unless the performance of the agreement will not involve <u>any</u> purchase <u>or</u> <u>use</u> of computer software:]

COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this agreement, Authority funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION

During the performance of this agreement, the grantee and its contractors shall not deny the agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Authority to implement such article. The grantee shall permit access by representatives of the Department of Fair Employment and Housing and the Authority upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Authority shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

[Include the following section if the grantee will undertake covered "public works" activities.]

PREVAILING WAGE

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee shall review applicable statutory provisions and the regulations adopted under the provisions and the information available on the Department of Industrial Relations website (http://www.dir.ca.gov/Public-Works/PublicWorks.html) to determine its responsibilities. For additional information, the grantee may also review the State Coastal Conservancy's publication, *Information on Current Status of Prevailing Wage*

Laws for State Coastal Conservancy Grantees (March 2015), available from the Authority on request.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Authority.

ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate an Authority project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

AMENDMENT

Except as expressly provided in this agreement, no changes in this agreement shall be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.

SURVIVAL

The obligations in the "INDEMNIFICATION AND HOLD HARMLESS" section, above, shall survive the termination of this agreement.

San Francisco Bay Restoration Authority

Rev. September 2017: Final

SAN FRANCISCO BAY RESTORATION AUTHORITY MEASURE AA
GRANT APPLICATION – COVER PAGE

CONTACT INFORMATION			
Organization	City/County of San Francisco, Recreation and Park Department		
Contact Persons (Primary/ Alternate)	Nicole Avril, Project Director (Primary) Charlene Angsuco, Project Manager (Secondary)	Email	nicole.avril@sfgov.org, charlene.angsuco@sfgov.org
Phone	415-575-5652	Fax	
Address	30 Van Ness Avenue, Ste 3000 San Francisco, CA 94102		
Partner Entities	The Trust for Public Land, San Francisco Parks Alliance		

PROJECT INFORMATION			
Project Name	900 Innes Remediation		
Summary	Project consists of remediation of soft-bottom intertidal and subtidal habitat, removal of marine debris deteriorated infrastructure, sediment dredging and backfill		
Total Project Cost	~$8,000,000	Amount Requested	$4,998,600
Other Funding Sources (Amount)	$2,945,572	Other Funding Sources	USEPA SFBWQIF
Start Date	7/1/2017	End Date	12/31/2021
Project Type	☒Habitat ☐Flood/Habitat ☐Public Access/Habitat		
Project Phase (check all that apply)	☒Planning ☐Operations ☐Other:_____ ☒Permitting ☐Maintenance ☒Design ☐Monitoring ☒Construction/Implementation		
CEQA	For implementation projects, is CEQA completed? ☐Yes ☒No		

Acres	2.4 (1.50 submerged)	Trail Miles	.09	APNs (Acquisition Only)	
Shoreline length				0.09 miles	

LOCATION INFORMATION

SFBRA REGION	☐ North (Sonoma, Marin, Napa, Solano) ☒ West (San Francisco, San Mateo)		☐ East (Alameda, Contra Cost ☐ South (Santa Clara)
County	San Francisco	Specific Location	900 Innes Avenue, 94124
Latitude Format: 33.3333	37.732235	Longitude Format:-111.1111	-122.37569
What point is represented by the lat/longs (eg., parking lot, center of site, etc):	Landmark Building: Shipwright's Cottage at corner of Griffith Street and Innes Avenue		

ELECTED OFFICIALS

Districts	Number(s)	Name(s)
State Senate	11	Scott Wiener
State Assembly	17	David Chiu
Congressional	12	Rep. Nancy Pelosi Senator Dianne Feinstein Senator Kamala Harris

I. GRANT APPLICATION – PROJECT DESCRIPTION

1. Project Eligibility.

The City and County of San Francisco ("City"), Recreation and Park Department's (SFRPD) proposed restoration at 900 Innes ("site" or "property") is the first phase of a multi-phased redevelopment plan for the 900 Innes and India Basin Shoreline Park (IBSP) properties (Exhibit A-Regional Map and Exhibit B-Site Map) located in the Bayview-Hunter's Point (BVHP) neighborhood in the City.

Phase 1 consists of remediation and restoration of the 900 Innes site acquired in 2014. The proposed habitat restoration project ("Project") consists of removal of marine debris including, but not limited to, creosote-treated piles, abandoned marine infrastructure (docks, launch ramps, wharves) and buildings and piers which have crumbled into the intertidal and subtidal areas of the site (refer to Exhibit C, Project Photos). The project would remediate the soft-bottom intertidal and subtidal sediments containing hazardous levels of Metals, PAHs, TPHs, and PCBs.

The Project meets the Measure AA location and habitat eligibility criteria as the remediation directly improves the soft-bottom substrate that supports invertebrate populations, including benthic infauna and epifaunal species. The Project also improves Essential Fish Habitat in the San Francisco Bay an identified restoration objective in the Subtidal Habitat Goals Report. This Project aims to reduce the overall pollutant load in the bay mud, which if left un-remediated could have significant and potential adverse impacts to fish, birds, and park users.

This Project is the necessary first step in the 900 Innes/India Basin park redevelopment plan (Exhibit G, Proposed Park Plans). Grant funding will be used to support activities required to deliver this remediation project including: Planning & Environmental Assessments, Design & Engineering, Permitting, Construction, and Construction Management. All work will be performed in accordance with all applicable Federal, State and local requirements and will obtain the necessary permits (BCDC, Section 401 Water Quality Certification and Section 404 Letter of Permission). Consultation will be performed as necessary, and will obtain approval of the Final RAP. Lastly, all work will be guided and informed by regional planning and guidance documents such as the 2010 Subtidal Habitat Goals Report and 2015 Subtidal Goals Update.

Need for the Project. *Describe the specific problems, issues, or unserved needs the project will address.*

Sediment characterization reports for the 900 Innes properties reveal environmental impacts and degraded habitat as a result of the historical, industrial boat-building and ship repair activities performed at the site, which has left elevated concentrations of Metals, PAHs, TPHs, and PCBs in the bay mud. These contaminants pose an adverse risk to human and ecological receptors. A list of Chemicals of Potential Concern (COPC) was developed based on the findings in the characterization report, and for each COPC, a Human Health Screening Level (HHSL) and/or Ecological Habitat Screening Level (EHSL) was developed. Together these serve as the remedial action goals for the site (Exhibit D, Sampling and Targeted Remediation).

The proposed Remedial Action Plan will reduce pollutant loads at the site to allow for the larger restoration and redevelopment. The remediation will ensure the safety of future park users, visitors, construction workers, and ecological receptors. The overall vision and completion of the various phases of the 900 Innes/India Basin redevelopment will result in much needed parks, clean waterfront, and public access for the BVHP neighborhood, a disadvantaged census tract as identified by CalEPA with EnviroScreen under the directive of SB 535.

2. Goals and Objectives.

The goals and objectives for the Project include intertidal and subtidal mudflat restoration to support habitat uses, as well as the future park and open spaces. However, a broader goal through the development is to connect adjacent sites through high-functioning wetlands habitat and to connect communities through the expansion of the SF Bay Trail.

From an environmental standpoint, the proposed project expects to reduce contaminant loads in the sediments through remedial actions. Specific post-remediation objectives and outcomes are provided below:

- Reduce concentrations of metals: Copper from a 95% UCL of 1,884 to 89 mg/kg; Lead from a 95% UCL of 609 to 47 mg/kg; Mercury from a 95% UCL of 47 to 0.58 mg/kg; Nickel from a 95% UCL of 535 to 132 mg/kg.
- Reduce concentration of PCBs in the upper two feet of sediment (habitat layer) from a 95% UCL of 5.4 to 0.18 mg/kg, and reduce maximum concentration from 16 to 1 mg/kg.
- Reduce concentration of TPH (oil) in the upper two feet of sediment (habitat layer) from a 95% UCL of 983 to 144 mg/kg, and reduce maximum concentration from 4,462 to 500 mg/kg.
- Reduce concentration of PAHs in the sediment from a 95% UCL of 10 to 4 mg/kg.
- Maintain two-feet of clean cover for period of 5 years, as measured by sediment surface elevation.

3. **Applicant and Project History.**

SFRPD is one of the largest landowners in the CCSF with 4,113 acres of recreational and open space, many of which include natural habitat areas. Its portfolio includes Sharp Park in Pacifica, Golden Gate Park, Camp Mather, McLaren Park, Glen Canyon, and its Small Craft Harbors/Marinas to name a few. SFRPD continues to manage large-scale Capital Improvement Projects, including those adjacent to bay and coastal resources as evidenced by its completion of the West Harbor Renovation, and maintenance dredging which abides by the LTMS policies. Along with its project delivery partners in the Department of Public Works, CCSF has a wealth of expertise in design, engineering, construction management, inspections, environmental and regulatory compliance.

SFRPD acquired the 900 Innes site in 2014 to bridge the gap in open space and park networks within the India Basin waterfront. The site operated as a boatyard and provided ship repair services, which has resulted in the legacy contamination. The acquisition of the park provides a unique opportunity to connect the Southeastern Parks (existing and proposed) and create a more interconnected habitat and open space system with connected trails and amenities.

4. ***Project Description.*** *Describe all of the major project components*

The project components includes (1) demolition and clean-up of existing shoreline, (2) dredging/excavation, (3) import and backfill of sediments to create a clean and suitable habitat layer and (4) grading and re-contouring of the shoreline to create elevations to support future vegetated intertidal areas. To achieve the remediation objectives, the removal of marine debris including creosote-treated piles, abandoned infrastructure and buildings, crumbling piers/wharves/boat ramps is necessary. After removal of hard structures and debris, SFRPD proposes to conduct targeted dredging of at least 4,500 cu yd of contaminated sediments, followed by treatment or stabilization if necessary, and disposal at an approved upland facility. The project will then require the import of approximately ~4,500 cu yd of backfill to create a suitable habitat layer and eliminate exposure pathways.

SFRPD will work with the resource agencies to ensure best management practices in design and construction, coordinate through DMMO, and utilize SFEI's "SediMatch" program to find suitable, backfill to establish the proposed final habitat layer. The regraded site will support the establishment ~0.30 acres of vegetated marsh and additional upland buffer habitat to help filter surface runoff and protect recreational surface waters. The planting palette will be developed in consultation with qualified ecologists and biologists to support local and regional flora and fauna, with the goal of increasing biodiversity, habitat connectivity and continuity within the San Francisco Bay Are.

The proposed marsh edge and upland buffer habitat would provide a resilient shoreline that can adapt with rising sea levels, improve water quality through filtration of nutrients and sediments in groundwater runoff, and help stabilize soils and minimize erosion in these areas. The remediation of sediments will be the first step in developing a more connected mudflat, tidal marsh, and upland buffer and transition zone to support the variety of flora and fauna, including migratory birds that would benefit from this habitat.

The overall project also provides a tremendous opportunity to provide bay access, improve the health of the community and the environment, and address social equity issues in this historically underserved neighborhood. The project will foster community support for resource protection through anticipated educational programming and stewardship, while avoiding adverse effects on sensitive resources and wildlife.

5. **Site Description.**

900 Innes is located on the eastern shore of San Francisco Peninsula, in the BVHP neighborhood of San Francisco. Surface elevations range from approximately mean sea level (MSL) at the shoreline to as high as 35-feet relative to North American Vertical Datum (NAVD88) at Innes Avenue. WRA Environmental (WRA) performed a Biological Resources Assessment (BRA) at the site and identified sensitive biological communities present consist of developed and undeveloped open water (i.e. submerged intertidal and subtidal habitat), which extends to approximately the Highest Tide Line or +7.63ft NAVD88.

As noted in the 2015 Subtidal Habitat Goals Report, contaminants are a stressor of concern for soft substrate. The sediments at 900 Innes contain elevated concentrations of Metals, PAHs, PCBs, and TPHs which limit the functional value and ecosystem services provide by this habitat. During WRA's assessment, American avocet, black-necked stilt, and western gull were observed foraging in the tidal waters as the San Francisco Estuary is a known key stop on the Pacific Flyway.

A majority of the shoreline consists of shallow water areas, rock debris covered in macro algae species, and degraded intertidal and subtidal areas which are paved, or littered with abandoned structures and marine debris (i.e. tires, building materials, docks, piers). At the adjacent SFRPD-owned and managed park sites, small communities of salt marsh were observed, which indicates the potential for habitat restoration and success at 900 Innes.

The open water habitat at 900 Innes is predominantly intertidal, shallow, unvegetated and composed of mud substrate and is Essential Fish Habitat (EFH). It is also designated critical habitat for green sturgeon and California Central Coast steelhead but future plans seek to design with living shorelines in mind to ensure that any migration continues to support a variety of aquatic habitat.

6. **Specific Tasks.**

#	Task Name	Description
1	Professional Services (Engineering Assessments/Reports, Environmental Planning, Surveys, Technical Review, Construction Documents)	SFRPD will continue to work with its professional engineers and environmental consultants to understand site conditions to inform the Final RAP and Plans & Specifications. Additional work necessary to support remediation & demolition include structural and geotechnical engineering, benchscale treatment/stabilization studies, hydrographic surveys, and regulatory coordination to Finalize the RAP, and Section 106/NHPA consultation. SFRPD will select a qualified, consultant firm/engineer to prepare construction documents (Plans, Specifications and Estimates) or PS&Es to deliver a project which meets the objectives of the RAP and regional guidance documents. The engineer of record will work with CCSF agencies to ensure appropriate local requirements are met, local permits secured, and control plans developed.
2	Construction	Remediation construction includes marine debris removal, demolition and removal of abandoned structures, dredging and excavation, sediment backfill and grading and shoreline re-contouring to create elevations necessary to support a variety of wildlife habitat.
3	Construction Management	The Construction Manager will oversee construction field staff and the contractor to ensure the Contractor's work and progress is in compliance with regulatory requirements, special conditions,

		mitigation measures, and that all work is performed in accordance with plans and specifications. The CM will maintain all Submittal and RFI logs, meeting minutes, coordinate RFIs, manage proposed change orders, issue field directives, and review pay applications.
4	Project Management	SFRPD staff will perform project management activities necessary to deliver the project, including securing all approvals, professional services, and construction contracts necessary to deliver the project. The PM will manage regulatory and community processes, design development, grant management, and reporting as required.
5.	Regulatory Permits	This task and line item is associated with actual costs to authorize and permit the project at the State, Regional and Local levels. Permit fees include RWQCB Site Clean up Program fees, BCDC, RWQCB Section 401, AQMD, Department of Building and Inspection (SFDBI) fees.
6.	Oversight, Inspection and Monitoring	Oversight, inspection and monitoring is expected on this project. Oversight services will include documentation of adherence to control plans and any reporting requirements. Entities which will require reports showing compliance include RWQCB, AQMD, Department of Public Health, Department of Building and Inspection.
7.	Contingency	A 20% contingency has been applied to cover unforeseen conditions given the complex nature of remediation and in-water projects.

7. **Work Products.** List the specific work products or other deliverables that the project will result in.

The project funding will support the continued delivery of the Remediation. Work products would include: Finalization of the Remedial Action Plan (Final RAP), Environmental Planning Assessments and Engineering Analyses (Structural Engineering, Geotechnical Reports, Hazardous Building Material Survey), Regulatory Permits (Section 401 WQC, BCDC Coastal Development Permit, and Standard Individual Permit/LOP, Section 404), and Construction Documents for public bid.

8. **Measuring Success.**

The remediation requires a Final RAP and regulatory permits (Section 401, 404, BCDC) from the governing regulatory agencies. SFRPD shall comply with any post-construction performance monitoring required by and through the resource agency permits and Remedial Action Plan. SFRPD anticipates that the remediation approvals will require at minimum 5-years of performance monitoring which would include annual sediment testing and Backfill Monitoring and Maintenance Reporting to ensure the project's remedial objectives have been met, and to ensure the regulatory community has access to the findings and data. Funding for these analyses and tests are anticipated to come from Maintenance and Operations Impact Fees currently under negotiation.

SFRPD will operate and maintain the site in perpetuity, consistent with its maintenance of other natural areas and sensitive habitat. SFRPD sets rigorous standards for maintenance, and as an organization continues to evaluate the performance of maintenance activities Citywide through the Park Evaluation program.

9. **Barriers and Risks.** Please discuss any barriers that may exist in implementing your project, and how they may be overcome, as well as how you would address and overcome any anticipated undesired outcomes or risks regarding the proposed project. Examples may include addressing current and

projected sea level rise impacts, infrastructure present at the project site (e.g. transmission lines), risks of invasive species, and other potential barriers and risks associated with the proposed project.

SFRPD has identified two project risks or barriers associated with the delivery of the remediation project. The first risk includes managing expectations around sediment backfill and its sourcing to support remediation and habitat restoration objectives; the second risk is the limited understanding of physical baseline conditions of the historic boat-building and ship repair yard. Unforeseen conditions below grade could result in a more complicated means for completion.

In order to mitigate risks and barriers, SFRPD will perform a structural analyses and investigations of the large wharf to ensure it can support large equipment necessary to deliver the remediation. Typical barges are too large for the site and much of the marine-based work has to be performed landside.

10. **Environmental Review.** Please select the appropriate answer below, and then describe how CEQA applies to your proposed project, and address the status and timing of CEQA compliance.

The proposed project (select the appropriate answer):

- ☐ Is exempt under CEQA. Provide the CEQA Guidelines exemption number and specify how the project meets the terms of the exemption.
- ☒ Requires a Neg Dec, MND, or EIR.

Both the remediation and park development at 900 Innes and IBSP are being reviewed and assessed as part of a *joint* Environmental Impact Report (EIR) with BUILD Inc.'s 700 Innes mixed-use development. The purpose of the report is to assess potential impacts comprehensively, and integrate the planning process for these neighboring projects.

The San Francisco Planning Department (lead agency) released the Draft EIR between 9/13/2017 10/30/2017 for public comment. The EIR is anticipated to be taken to the San Francisco Planning Commission for Certification in Spring 2018.

11. **Public Access.** Does your proposed project include or overlap with a proposed alignment for the San Francisco Bay Trail or San Francisco Water Trail? If so, how do you plan to integrate Bay Trail or Water Trail designations into your project?

The proposed remediation at the site will set the foundation for the construction of the San Francisco Bay Trail at 900 Innes (Exhibit E, Proposed Bay Trail within SFRPD properties). Work required to achieve this includes demolition and removal of contaminated soils, concrete, and dilapidated structures around the trail's future alignment. SFRPD's landscape architects continue to reference the SF Bay Trail Design Guidelines and Toolkit to inform the trail design and SFRPD continues to design and collaborate with its neighbors (PG&E and BUILD Inc.) to ensure property transitions and points of connectivity are feasible, within appropriate tolerances and elevations. SFRPD supports the expansion and inclusion of the Bay Trail in the 900 Innes and IBSP properties with the objectives of closing the gaps in the network and reading as one trail system.

12. **Community Support, Involvement and Benefits.**[1] Please explain the extent to which the project has community support, has included community engagement and input, and provides tangible community benefits. In particular, explain any community engagement process undertaken and relevant community partnerships that could impact project success.

In 2015, San Francisco Mayor Ed Lee asked over 30 BVHP community, non-profit, City, and regional stakeholders to form a Community Task Force (Task Force) whose goal was to guide the site remediation, park design process, and future site programming of 900 Innes and surrounding India Basin sites. Given this

mandate, the Task Force led the creation of the India Basin Waterfront Study (IBWS), a comprehensive planning and action document that presents a clear vision for the India Basin parks, trails and open space system founded on community input regarding amenities and programming and technical studies. As part of the 900 Innes planning and design process, over 20 public meetings and outreach events were held in the BVHP neighborhood, including six public Task Force Meetings, seven Concept Design Meetings and Presentations, and five remediation-related meetings.

The public outreach process has been a cooperative effort led by SFRPD, the San Francisco Parks Alliance, and the Trust for Public Land, with support from the Green Action Network and the A. Phillip Randolph Institute, both local non-profits with expertise in engaging the BVHP Community. Outreach included door-to-door multi-lingual (Spanish/ Chinese) flyer distribution to over 1,000 BVHP households. Local businesses, schools, community centers and events, Bayview Branch Public Library. BVHP-service providers, and public housing projects also received notification. Social media, dedicated email lists, local print and e-newsletters, and announcements on the RPD website and the India Basin Waterfront website was also used.

Partnerships with community-based organization include *Parks 94124*, a trusted organization with deep roots in the community provides guidance for an effective community planning process within and for the focus community. *Hunters Point Family (HPF)* who has received an EPA Job Training Grant, will partner with SFPA and SFRPD to provide job opportunities for graduates from the HPF Environmental Workforce Development and Job Training Program.

Partnerships with non-profits include: *The A. Philip Randolph Institute* (APRI) an organization that supports racial equality, economic justice and to advocate for economically disadvantaged communities through community engagement and civic participation. APRI, with GreenAction, TPL and SFPA is leading the community outreach effort. *GreenAction for Health & Environmental Justice* (GreenAction) whose mission is to fight environmental racism is leading an effort to assess the extent of the area's use by subsistence fishers, identify fisher demographics, and assess knowledge of the levels of fish toxicity, which will provide the basis for a longer-term subsistence fisher education project. *The Trust for Public Land (TPL)* with decades of experience working on public park project in the BVHP neighborhood and with whom RPD is partnering on the 900 Innes park design, development, and funding. *The San Francisco Parks Alliance (SFPA) the* organization that spearheaded the Blue Greenway project and secured the 2010 USEPA Areawide Planning Grant that identified this project site for redevelopment. SFPA will coordinate public input and play a key role in park planning.

II. GRANT APPLICATION – PRELIMINARY BUDGET AND SCHEDULE

Preliminary Budget:

The enclosed budget for this Project is provided as a separate attachment, in the format provided by the Authority. The City continues to work with its remediation consultants and engineers and with a professional cost estimator to determine the costs for delivery of the remediation Project. The costs to deliver the in-water remediation is reflected in the provided budget.

In Kind Services: *In-kind services or contributions include volunteer time and materials, bargain sales, and land donations. Describe and estimate the value of expected in-kind services.*

SFRPD and its engineering consultants along with Build Inc., the Trust for Public Land (TPL) have engaged in community meetings and have presented the remediation project to members of the BVHP community. Through SFRPD and TPL-sponsored Community Meetings and participation in GreenAction's Environmental Justice Task Force forum, SFRPD and its partners have continued to communicate the overall characterization findings and results, and plans for remediation and clean-up in order to keep the community apprised of on-going work. Approximately $9,230 of staff time and consultant time has been used to cover attendance and participation at these meetings. The City has funded outside of grant funding, approximately $150,000 worth of soils/sediment characterization, preparation of Conceptual Remedial Action Plans.

Contingency Costs: *Please describe contingency costs, if applicable, and any plans for managing them.*

Within the Budget, a 20% construction contingency of $974,000 has been included as Task 7, based on an estimate hard cost of $4,873,000. The City applies best practices of including a construction contingency line to its budget for large capital projects to account for unforeseen site conditions including utilities, and due to the complexity of working within complex tidal waters.

Other Funds: *Please describe below all sources of other funding and whether secured or pending.*

SFRPD has successfully secured $1.2M towards the remediation of submerged, soft-bottom intertidal and subtidal habitat through the USEPA SF Bay Water Quality Improvement Fund. Additionally, $1.74M of SFRPD General Funds will be used to support required Soft Costs including Professional Services, Project Management and Construction Management, and some portion of Inspections, Monitoring, and Oversight. Additional funding of approximately $600,000 from the USEPA Brownfields Program combined with Open Space Funds of $600,000 will support costs associated with upland soils remediation. These costs are not reflected in the Budget.

Operation and Maintenance. Please describe your operation and maintenance expectations and capabilities.

SFRPD continues to operate and maintain a robust network of parks and open spaces through a combination of lease revenues, General Funds, and impact fees. SFRPD staff continues to work with the Mayor's Office of Development and San Francisco Planning in securing funding for long-term operations and maintenance. As discussed in subsequent sections, SFRPD's Recreation Division, San Francisco Parks Alliance, and Trust for Public Land has significant capacity in fostering stewardship and offering programming and outdoor classrooms.

Uncertainties. *Please discuss any other budget or key uncertainties that would affect the success of the project.*

The State and City continue to experience construction cost escalation. SFRPD and DPW and its partners in capital delivery continue to monitor and track local market and bidding conditions. As SFRPD works towards design completion, we will employ professional cost estimators to ensure we are capturing costs accurately.

Preliminary Schedule (Targets):
CEQA/SF Planning Commission Certification: On-going to May 2018
Technical Investigations/Final RAP Approval: January 2018 – June 2018
Detailed Design: July 2018 – December 2018
Regulatory Permitting & Plan Check: September 2018 – July 2019
Construction: August 2019 – June 2020

III. GRANT APPLICATION - PRIORITIZATION CRITERIA

1. **Greatest positive impact.**

The Project provides a tremendous opportunity to greatly improve environmental conditions of the mudflat, tidal marsh and upland buffer that will enhance the fish habitat and foraging opportunities for local and migratory bird as well as improve aesthetics of this blighted property.

The remediation of intertidal and subtidal soft-bottom habitat, removal of marine debris, and legacy structures will improve the sediment quality in the intertidal and subtidal areas of the property to the degree necessary to support existing and future tidal marsh habitat that is currently proposed as part of the future Park redevelopment. The remediation will meet EHSLs and HHSLs protecting ecological receptors of tidal marsh and mud flat habitats and the health and safety of future redevelopment construction workers, park and open space workers and visitors.

The elimination of the blighted structures and activation of the property will also reduce existing issues with trespassing, vandalism, homeless encampments and discourage littering and illegal disposal/dumping experienced in the community and leading to unwanted pollutants in the Bay. Short-term and long-term improvements to the Property will also provide passive and active recreation opportunities for this historically underserved community. The project is located on the Blue Greenway, a 13-mile open space corridor that extends the region's Bay Trail along the San Francisco's Southeastern Waterfront.

Phase II of the project includes creation of this new Bay Trail segment that will also provide connections to the new mixed-use housing development proposed for 700 Innes. The new trail segment and other planned open space improvements will provide an environment for people to lead active, healthier lifestyles that can help reduce the risk of chronic diseases, and ultimately help transform Bayview Hunters Point into a vibrant, healthy and sustainable community. Interpretive signage installed during Phase II and III will introduce residents to the natural environment, thus instilling the appreciation for their local landscape.

2. **Greatest long-term impact.**

The project focuses on remediation of muddy soft-bottom habitat, an essential habitat for many species and one that probably supports the most known ecosystem services of any habitat. Integrating restoration of subtidal and nearby marsh and upland habitat will provide greater ecological benefits at a cost savings, and help protect shorelines from climate change impacts. The regraded site will support the establishment of approximately 0.30 acres of vegetated marsh and will provide buffer for submerged soft-bottom substrate and protect recreational surface waters.

The proposed marsh edge would also provide a resilient shoreline that can adapt with rising sea levels, improve water quality through filtration of nutrients and sediments in groundwater runoff, and help stabilize soils and minimize erosion in these areas. The improvements including remediation of sediments will promote a more connected mudflat, tidal marsh, and upland buffer and transition zone to support the variety of flora and fauna including migratory birds. The project as a whole will foster community support for resource protection through anticipated educational programming through a non-profit partnership or RPD stewardship programs, and provide coastal-oriented public access through designated trails, while avoiding adverse effects on sensitive resources and wildlife.

3. **Leveraging resources and partnerships.**

Intertidal and subtidal cleanup will be funded in part by $1.2M in USEPA San Francisco Water Quality Improvement Funding and close to $3M of combined City funds (Fiscal Year 17/18 & 18/19 along with Cosco Busan Settlement Funds). Upland remediation, which is outside of this grant scope, will be funded with a combination of $600,000 in USEPA Brownfield Cleanup Grants, and General Funds.

Pending funds include 2019-2020 City Park Bond Program as well as other State and Federal Grant Funding sources that will cover cost escalation. Combining the upland and in-water/tidal remediation projects under one contract and permit process will also result in cost savings.

The Property was purchased in 2014 for $2.96M with City Open Space Acquisition Funds. U.S. EPA Grants awarded to the San Francisco Parks Alliance and the City's Department of Environment funded assessment and technical studies to determine the levels of containments prior to and during the property acquisition process. San Francisco Bay Priority Conservation Area Funds awarded in 2015 have been used to fund community outreach, planning, and conceptual plans. If awarded, SFBRA Measure AA funding may be leveraged to secure Land and Water Conservation Funding to support remediation.

4. **Economically disadvantaged communities.**

The project benefits the Bayview Hunters Point (BVHP) neighborhood, identified as a disadvantaged community by CalEnviroScreen. The BVHP is home to ~35,000 racially diverse residents of which 79% are racial minorities. It is one of the poorest neighborhoods in San Francisco and the Bay region with median household incomes are significantly lower at $50,416 compared to $75,609 citywide. 85 percent of the residents in the Bayview neighborhood are living below twice the federal poverty level. BVHP's unemployment rate of 18%, more than four times higher than the City's average unemployment rate of 3.5% and three times higher than the National Average of 5.3%.

The BVHP has one of the lowest levels of educational attainment in the City, with 29.6% of residents having no high-school diploma compared to 14.4% of residents citywide. Of all the people in the labor force for 27 weeks or more in 2013, those with less than a high school diploma had a higher working-poor rate (19.2%) than did high school graduates with no college (8.9 %)[2]. Education is also inversely related to the degree of exposure to indoor and outdoor pollution.

The BVHP neighborhood disproportionately bears a higher level of environmental and health burden. Historically, polluting industries were concentrated in the BVHP neighborhood and left a legacy of contaminated sites and physical blight. To the south of this neighborhood is the decommissioned Hunters Point Naval Shipyard that was placed on the National Priorities List as a "Superfund" site. To the east of the site is the decommissioned Pacific Gas and Electric Facility that has also been responsible for contaminating the land and bay waters. Per the California Communities Environmental Health Screening Tool (CalEnviroScreen), BVHP has 3.4 active brownfields and 4.1 leaking underground storage tanks per square mile. BVHP is also burdened by stationary pollution sources that include the Southeast Sewage Treatment plant, many under-regulated and unregulated dirty industries, and air pollution generated by thousands of vehicles

traveling daily on two congested freeways that border the community, US Highway 101 and Interstate 280.

Bayview residents suffer from higher rates of several diseases in comparison to San Francisco: the adult hospitalization rate for diabetes is three times higher; congestive heart failure is almost two times higher; and asthma is two times higher. Factors such as limited physical exercise and lack of access to safe outdoor areas for recreational activities, combined with poor eating habits and food insecurity, are leading to higher obesity rates among San Francisco's poor and minority groups[3], including the BVHP's African American and Latino residents who have a higher prevalence of overweight and obesity rates when compared with citywide rates.

5. **Benefits to economy.**

The Project and redevelopment of the Property into a new park in the community will raise property values, generate municipal revenues, and will attract homebuyers to the area. The new park will attract more customers to the existing businesses in the surrounding business district, particularly those that provide food service. The revitalization of the area will provide more recreation and social options for residents from the nearby public housing reducing the existing isolation these lower income residents currently experience.

SFRPD also is collaborating with the Hunters Point Family who has received an EPA Job training Grant with the intent to provide employment opportunities for graduates of their program. Partnerships with Workforce Development. The project will aim to provide employment for local residents during the construction phase as part of the local hire ordinance that requires 50% of the construction workforce to be San Francisco residents, with 25% coming from disadvantaged communities.

The proposed marsh edge and upland buffer habitat would provide a resilient shoreline that can adapt with rising sea levels, improve water quality through filtration of nutrients and sediments in groundwater runoff, and help stabilize soils and minimize erosion in these areas.

6. **Engage youth and young adults.**

The Project's outreach process will be a cooperative effort led by San Francisco Parks Alliance and the Trust for Public Land, with support from Green Action Network and the A. Phillip Randolph Institute, both local non-profits with expertise in engaging this community.

The Recreation and Park Department Greenagers Program provides extra-curricular opportunity for underserved youth to play an important role in helping their communities and improving the city's green spaces. The program involves visiting different parks and open spaces in the city's southeast, meeting with program staff, researching issues, and developing projects at these parks and open spaces based on their findings. Working with other teens, they gain crucial skills in natural resource protection, habitat restoration, environmental education, park beautification as well as important work skills including networking, public speaking, teamwork, and community engagement.

[3] SF Department of Public Health, Promotion and Prevention, Shape Up San Francisco, Obesity Fact Sheet (2008), showing percentage of African Americans in San Francisco had a BMI of 30.0 or higher was almost 3 times higher, at 34.2%, and the percentage of Latinos/Hispanic with BMI of 30.0 or higher was almost 2x higher, at 27.0% compared to 14.8% citywide.

7. **Monitoring, maintenance, and stewardship.**

The project will foster community support for resource protection through anticipated educational programming through a non-profit partnership or stewardship, and provide coastal-oriented public access through designated trails, while avoiding adverse effects on sensitive resources and wildlife.

8. **Coastal Conservancy's San Francisco Bay Area Conservancy Program.**

The proposed remediation project is consistent with the Subtidal Goals Report (2010) and Science Update (2015) as the very nature of the project addresses habitat restoration for the benefit of fish, birds, wildlife and people. SFRPD is committed to the delivery of this remediation project for which at least $2 million in grant funding has been received, and for which another $1.5M of RPD leveraged funds is available. Existing EPA grant funding could be lost if the project is not quickly implemented due to uncertainties in the political climate.

9. **San Francisco Bay Conservation and Development Commission's Coastal Management Program**

Policies under BCDC's Bay Plan, Water Quality Finding provide direction and guidance towards remediating and cleaning up existing contaminants and under Aesthetics discuss removing unnatural debris should from sloughs, marshes, and mudflats and is consistent with the objectives of this restoration.

Further the overall vision for the 900 Innes and IB Shoreline Projects is consistent with BCDC's Coastal Management Program's Major Plan Proposal #4, which recognizes social equity in the distribution of recreational amenities and resources: *"The Bay and its shoreline offer particularly important opportunities for recreational development in urban areas where large concentrations of people now live close to the water but are shut off from it. Highest priority should be given to recreational development in these areas as an important means of helping immediately to relieve urban tensions."* Major Plan Proposal is consistent with SFRPD's values and beliefs and strategic plan of providing resilient, recreational opportunities in its Equity Zones.

10. **San Francisco Bay Joint Venture's Implementation Strategy.**

San Francisco Bay Joint Venture seeks to protect, restore, increase and enhance all types of wetlands, riparian habitat and associated uplands throughout the nine Bay Area counties for the benefit of birds, fish and other wildlife. Consistent with these goals, the Project works to ensure the existence of the diverse habitats necessary to sustain migratory bird populations for the benefit of those species, resident, wildlife and the public. The SFBJV Implementation Strategy was developed prior to SFRPD acquisition of the Property in 2014, and while not specifically identified in the Joint Venture Implementation Strategy list, the SFRPD properties adjacent to the Property are identified as CB24 India Basin East West.

The Project is consistent with the SFBJV Restoration and Enhancement Strategies goals to complete restoration and enhancement of lands already in public ownership by securing USEPA funding and partners to facilitate restoration and enhancement of public lands. The SFRPD has secured $2.4M in grant funding for planning and remediation phases, and Build Inc, a private partner, has contributed ~$1.27M for schematic design, EIR project management, and site testing. As a team, we will continue to prioritize actions and practices to enhance habitat conditions for threatened and endangered species throughout the region.

San Francisco Bay
Restoration Authority

GRANT APPLICATION CHECKLIST

A complete application will consist of the following files:

- ☐ Cover Letter (optional) – no more than one page.
- ☐ Grant application form (in Microsoft word or rtf format), includes:
  - o cover page
  - o project description
  - o preliminary budget and schedule
  - o prioritization criteria
- ☐ Project maps and design plans (in one pdf file, 10 MB maximum size)
- ☐ Project photos (in jpg format)

Project Maps and Graphics. Provide the following project graphics with your application. Project maps and design plans should be combined into one pdf file with a maximum size of 10 MB. Project photos should be provided in jpg format.

- **Regional Map** – Clearly identify the project's location in relation to prominent area features and significant natural and recreational resources, including regional trails and protected lands.
- **Site-scale map** – Show the location of project elements in relation to natural and man-made features on-site or nearby. Any key features discussed in project description should be shown.
- **Design Plan** – Construction projects should include one or more design drawings or graphics indicating the intended site improvements.
- **Site Photos** – One or more clear photos of the project site

☒ I have reviewed the **Grant Agreement Provisions** listed in the Grant Guidelines (Page 9) and understand the likely requirements for receiving and administering Measure AA Funds.

Applications should be emailed to: grants@sfbayrestore.org. If you are unable to email your application, you may send the electronic files on a CD or other common electronic storage device. Mail the files to:
State Coastal Conservancy 1515 Clay Street, 10th Floor Oakland, CA 94612

Grant applications must be received by the San Francisco Bay Restoration Authority by 5pm PST on November 15, 2017.

OFFICE OF THE MAYOR
SAN FRANCISCO

LONDON N. BREED
MAYOR

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2019 APR 23 PM 4:10
BY

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Sophia Kittler
RE: Contract - San Francisco Bay Restoration Authority - India Basin Park Project - $4,998,600
DATE: April 23, 2019

Resolution approving a grant agreement between the Recreation and Park Department and the San Francisco Bay Restoration Authority for the receipt of a $4,998,600 grant for environmental remediation at 900 Innes Avenue at India Basin, pursuant to Charter, Section 9.118(a).

Please note that Supervisors Peskin and Walton are co-sponsors of this legislation.

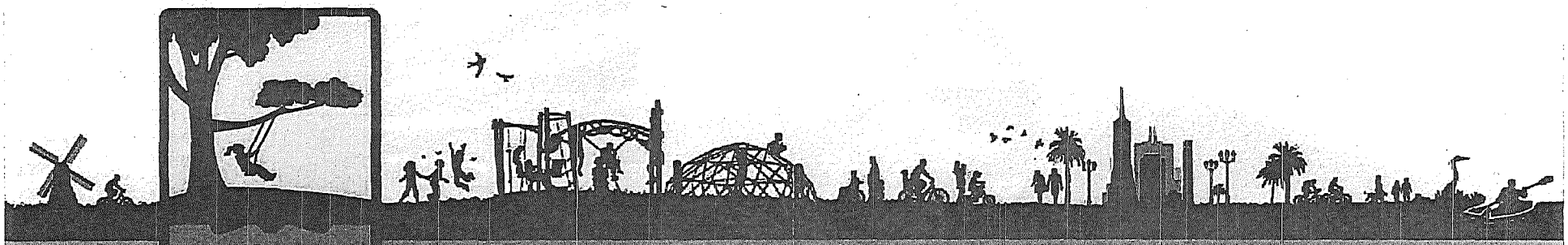
Should you have any questions, please contact Sophia Kittler at 415-554-6153.

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200
SAN FRANCISCO, CALIFORNIA 94102-4681
TELEPHONE: (415) 554-6141

File #190444
190445 Received in Committee 5/8/19

San Francisco Recreation & Parks Department

INDIA BASIN PARK PROJECT



SAN FRANCISCO RECREATION & PARKS

Inspire, Connect, Play!

Board of Supervisors
Budget and Finance Committee
May 8, 2019

PROJECT LOCATION

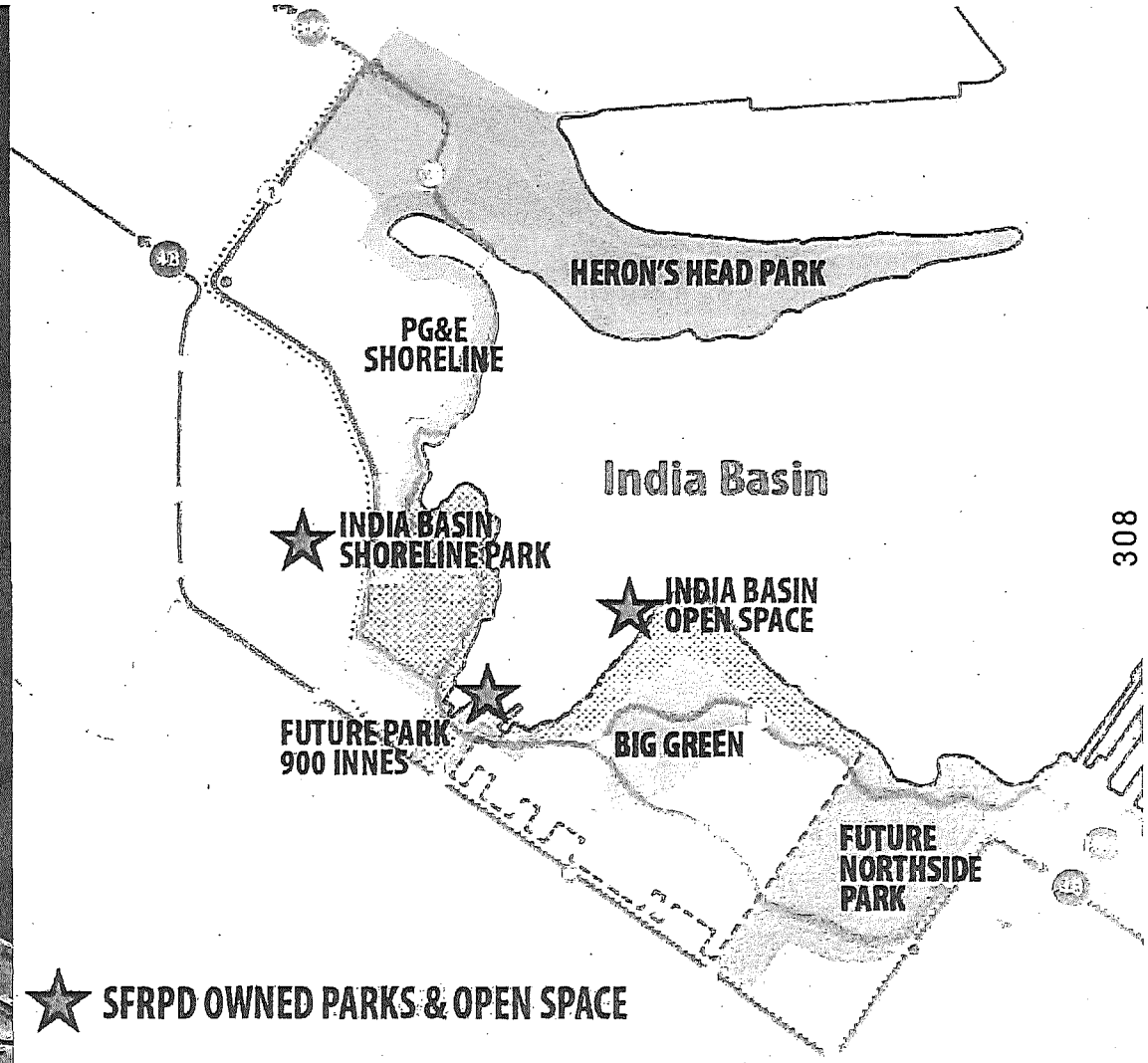
THE PROJECT AREA

SFRPD-Owned Parks & Open Spaces

India Basin Shoreline Park (Existing)	5.6 acres
India Basin Open Space (Existing)	6.2 acres
900 Innes Avenue (Existing)	2.4 acres

Parks & Open Spaces Owned by Others

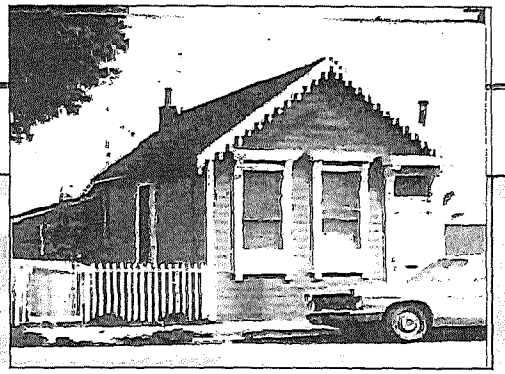
Heron's Head Park (PORT)	22 acres
PG&E Shoreline (PG&E)	4.6 acres
Future Northside Park (OCII)	13 acres
Big Green (BUILD)	5.0 acres
Blue Greenway Bay Trail	1.5 acres

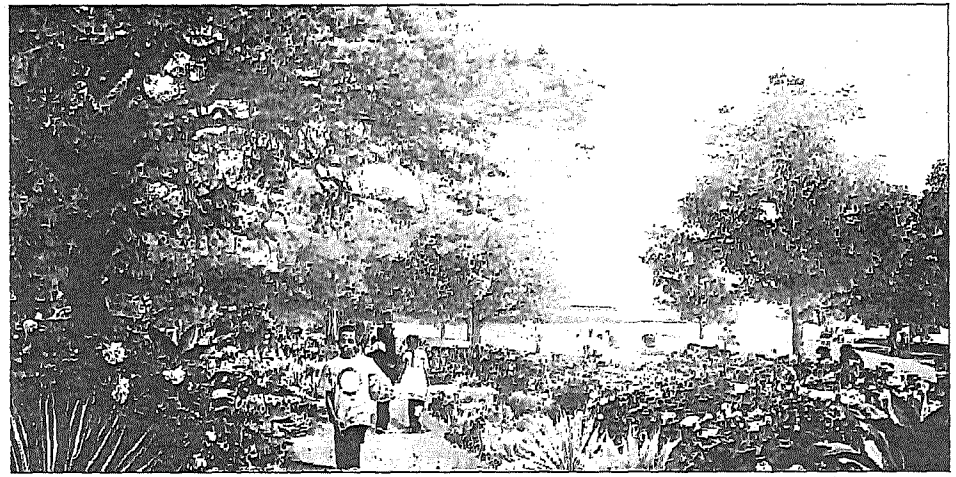


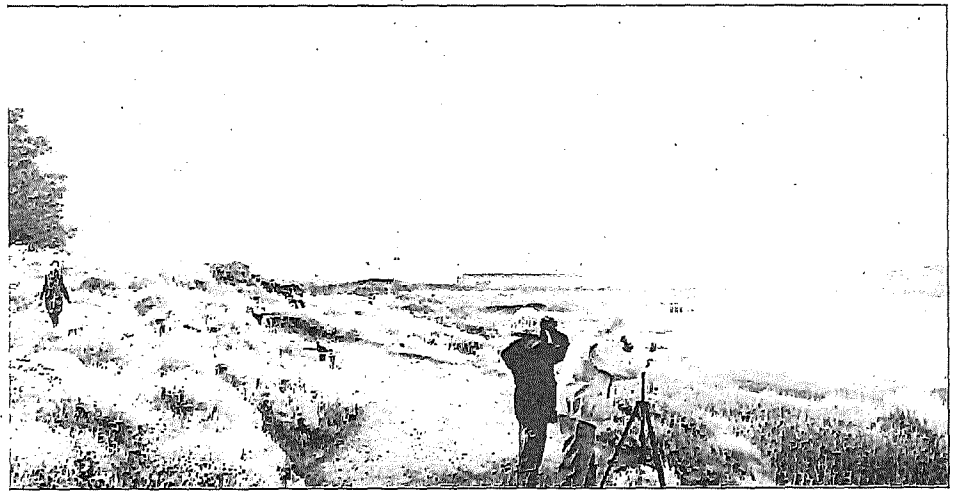
WATERFRONT STUDY TASK FORCE

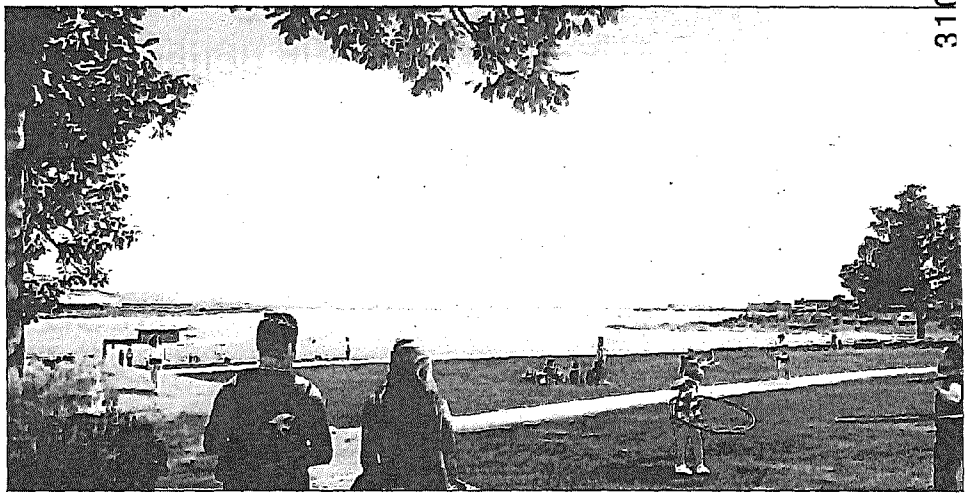
- A. Philip Randolph Institute
- Golden Gate Audubon Society
- Bay Institute Aquarium Foundation
- Build Inc.
- Five Points
- Green Action for Health and Environmental Justice
- Hunter's Point Family
- Hunter's Point Shipyard Citizen's Advisory Committee
- Hunter's View Tenant Association
- India Basin Neighborhood Association
- Literacy for Environmental Justice
- Morgan Heights Tenants Association
- Office of Community Investment and Infrastructure
- Office of Economic and Workforce Development
- Office of Supervisor Malia Cohen
- Parks 94124
- PG&E
- Port of San Francisco
- Public Housing Tenants Association
- Rafiki Coalition for Health and Wellness
- Recreation and Parks Department
- Samoan Community Development Center
- San Francisco Bicycle Coalition
- San Francisco Municipal Transit Authority
- San Francisco Parks Alliance
- Sierra Club
- The Trust For Public Land
- Young Community Developers

INDIA BASIN SHORELINE PARK

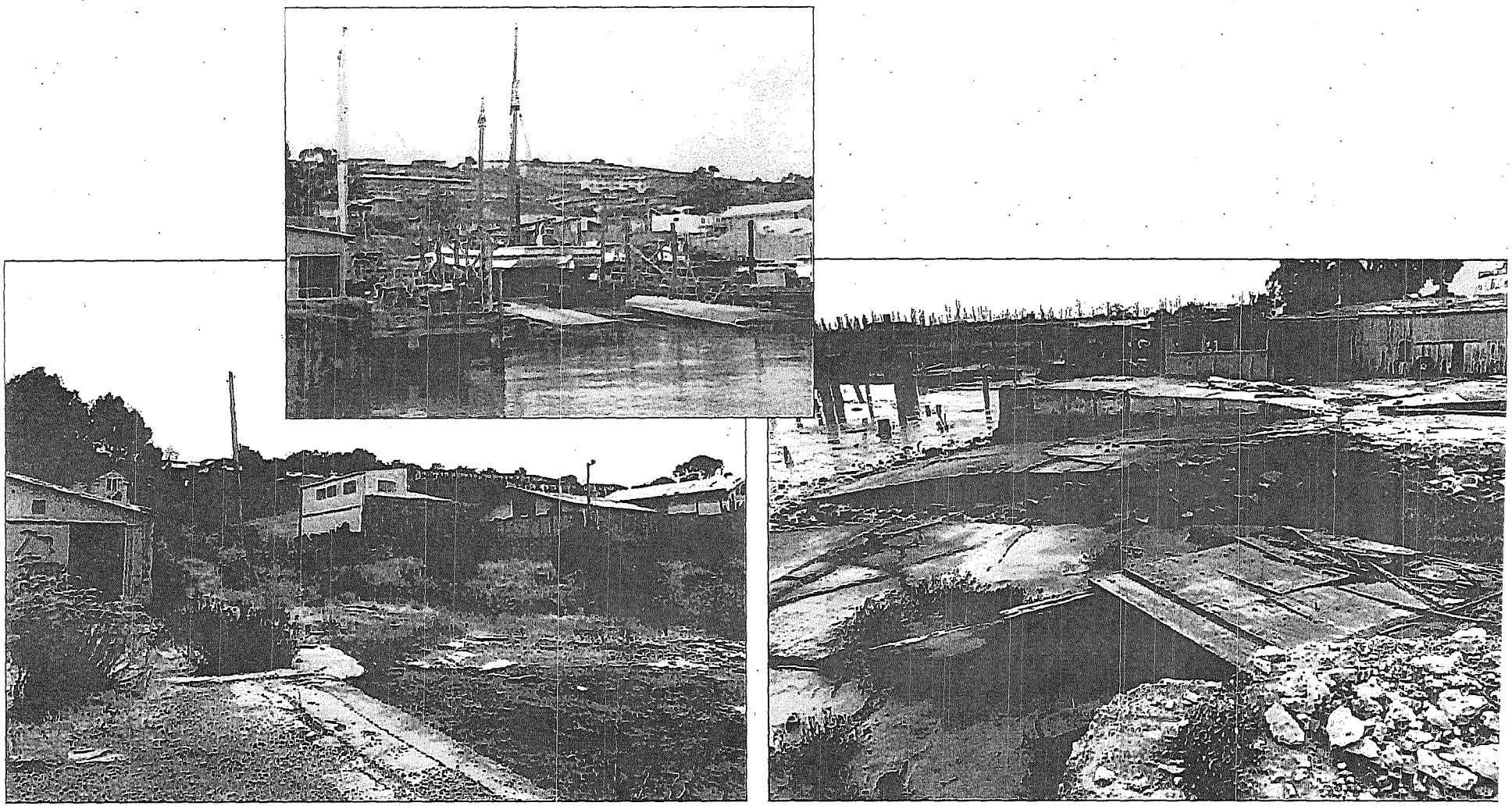








EDPD: Environmental Justice/Remediation



EPDP: Jobs, Workforce Development, and Small Business Support

Jobs

- ✓ Remediation
- ✓ Construction
- ✓ Post Construction
- ✓ Small Business Enterprise Support/Development

Workforce Development

Literacy for Environmental Justice

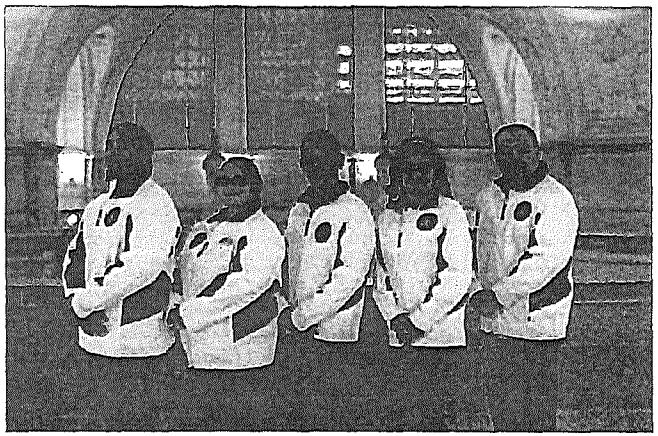
YCD

HUNTERS POINT FAMILY

APRI San Francisco

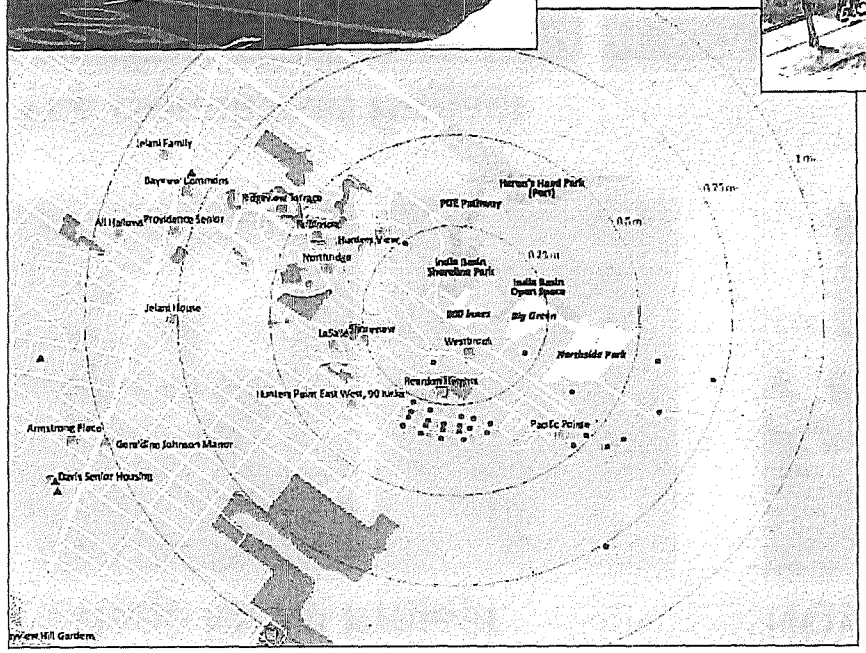
BAYCAT EDUCATE • EMPLOY • ENTERTAIN

PROJECT LEVEL

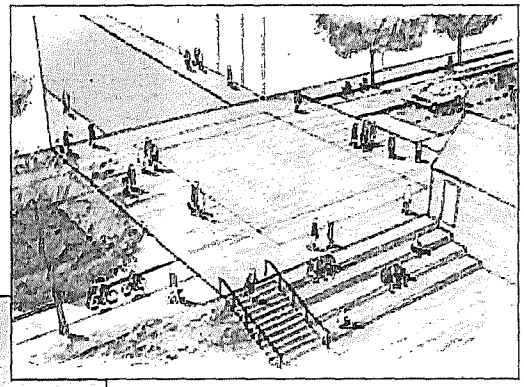


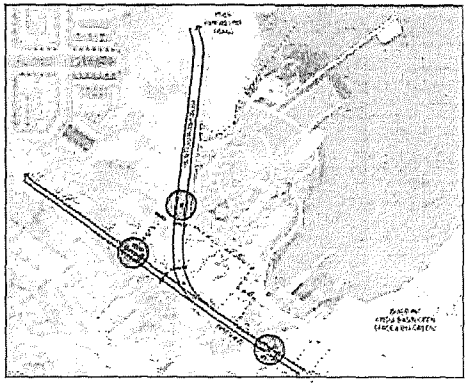
EPDP: Housing-to-Park Access

Shuttle Service



Safe Crossing

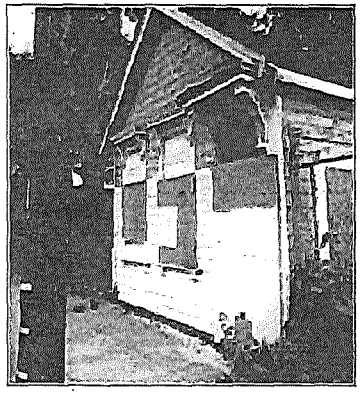


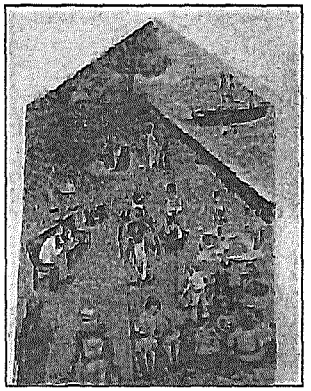


Outreach

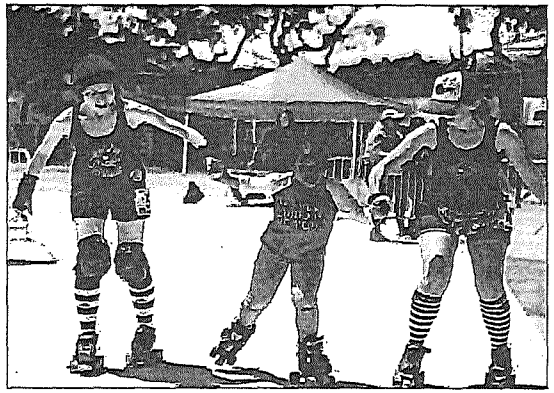
EPDP: Placemaking – History, Art, and Culture

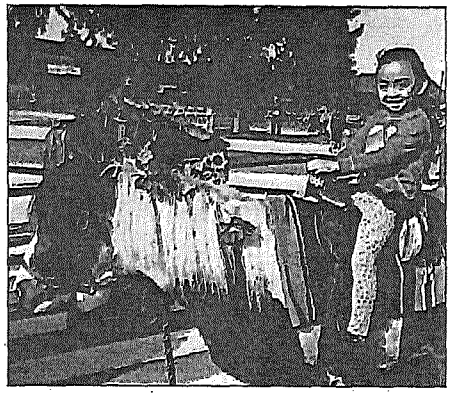
Cottage Mural Project



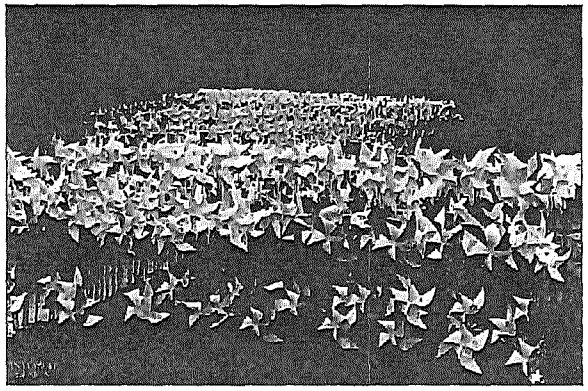


NOW Hunters Point

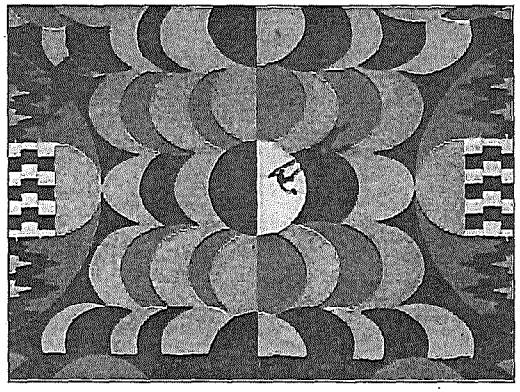


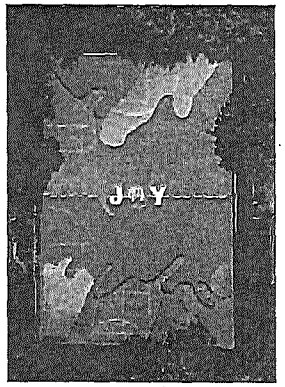


The Connected Project



Project Backboard





FUNDING: Local, Regional/State/Federal, and Private

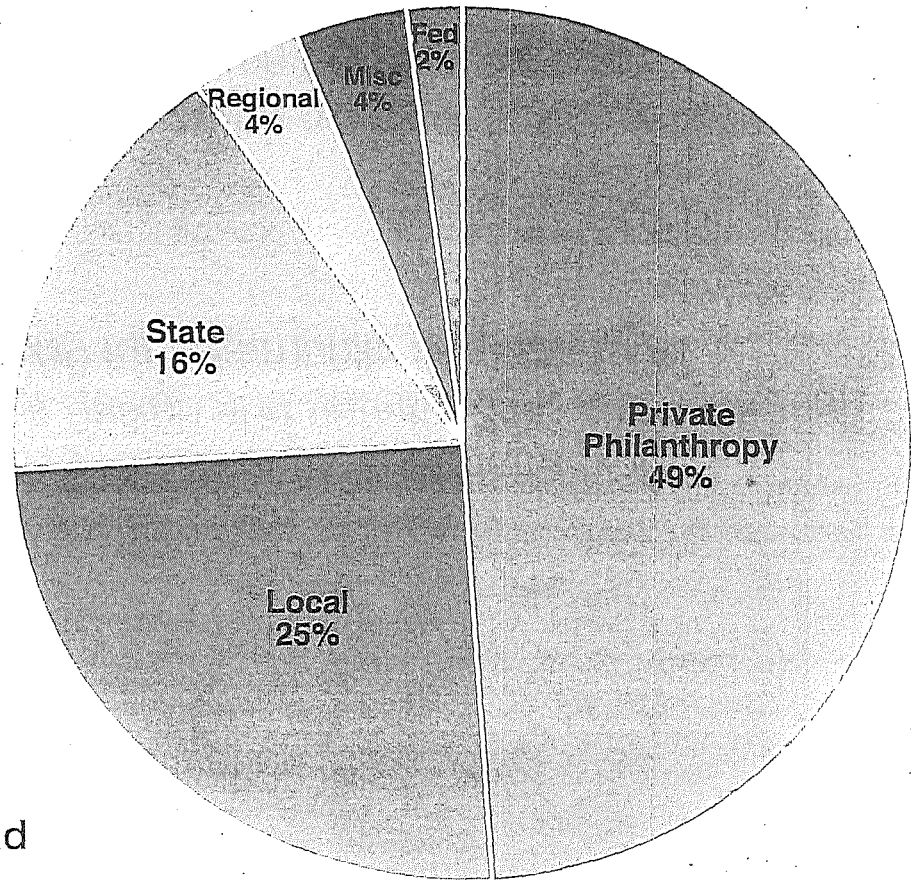
Coastal Conservancy

San Francisco Bay Restoration Authority

THE TRUST FOR PUBLIC LAND

SAN FRANCISCO Parks Alliance
OUR CITY, OUR PARKS.

BUILD: John Pritzker Family Fund



FUNDING: John Pritzker Family Fund

Grant Award ($25 Million):

- Remediation ($1,600,000)
- Equitable Development Plan and Interim Activation ($820,000)
- Design ($8,830,000)
- Construction ($13,750,000)

Grant Distribution:

- SF Recreation and Parks Department: $12,765,000 for construction
- Trust for Public Land: $11,415,000 for design and construction administration
- San Francisco Parks Alliance: $820,000 for community engagement

Payment Schedule:

- 2019: $6,025,000 (upon BOS approval)
- 2020: $5,725,000 (upon approval of construction contract for remediation)
- 2021: $5,000,000 (upon approval of construction contract for Phase 1)
- 2022:: $5,000,000 (upon securing $10M in private funding)
- 2023-2024: $3,250,000 (upon approval of construction contract for Phase 2)

FUNDING: San Francisco Bay Restoration Authority

Grant Award ($4,998,600):

- Engineering and Design Services
- Remediation Construction
- Construction Management and Construction Oversight

Measure AA Funding for shoreline projects that :

- protect and restore the San Francisco Bay by reducing pollution and toxins;
- Improving water quality;
- restoring habitat for fish, birds, and wildlife;
- protecting communities from floods through habitat restoration; and
- increasing shoreline public access and recreation areas.

Grant Payment Schedule:

- Spring 2020-Spring 2021
- Reimbursement basis

San Francisco Bay Restoration Authority

COMMUNITY PARTNERSHIPS

PROJECT SUPPORT

Community/Neighborhood Organizations

A. Philip Randolph Institute
Hunters Point Family
Hunters Point Shipyard Citizen Advisory Council
Hunters View Tenant Association
India Basin Neighborhood Association
Young Community Developers
Morgan Heights Home Owners Association
Literacy for Environmental Justice
Project Level
Public Housing Tenants' Assoc.
Green Action for Environmental Justice
BMagic
Bayview Alliance
Bayview Hunters Point Citizen Advisory Council
Southeast Community Facility Commission
YMCA

Elected Officials

Mayor London N. Breed
Former Mayor Ed Lee
Board of Equalization Chair, Malia Cohen
Senator Scott Wiener
Assemblyman David Chiu
Assemblyman Phil Ting
Supervisor Shamann Walton
Supervisor Aaron Peskin

Park Organizations

Trust for Public Land
San Francisco Parks Alliance
Parks 94124
City Parks Alliance
State Parks Foundation

City-wide Stakeholder Organizations

Sierra Club
Audubon Society
SF Bicycle Coalition
Laborers Local 261/LCTF

Community Leaders

Jackie Flin (APRI)
Lena Miller (Urban Alchemy, formerly HPF)
Maya Rogers (Parks 94124)
Linda Richardson (Morgan Heights)
Dr. Veronica Honeycutt (Shipyard CAC)
Lyslynn LaCoste (BMagic/Parks 94124)
Gina Fromer (Southeast Community Facilities Commission)
James Bryant (JBR Partners)
John Templeton (ReUnion/Historian)
Sue Ellen Smith (IBNA)
Jill Fox (IBNA)
Michael Hamman (IBNA)
Leah Pimentel (SFPA)
Roy Williams (Hunters View/First Fridays)
Uriel Hernandez (SFPA)
Cissie Swig (Bayview Alliance)
Chuck Collins (YMCA/Bayview Alliance)

Thank you.

320

India Basin Shoreline Park

San Francisco Recreation and Park

May 8, 2019

File No. 190445

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information *(Please print clearly.)*	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information *(Please print clearly.)*
Name of contractor: Anchor QEA
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. ***Use additional pages as necessary.***
1) **Board of Directors** John Verduin, Managing Partner Halah Voges (shareholder) Tom Wang (shareholder) Tom Schadt (shareholder emeritus) John Connolly (shareholder emeritus) Don Graf Saman Chaudry 2) **Chief Executive Officer:** John Verduin **Chief Financial Officer:** Jon Rodriguez **Chief Operating Officer:** John Verduin
Contractor address: 130 Battery Street, Suite 400, San Francisco, 94111

Date that contract was approved:	Amount of contracts: $1,100,000
Describe the nature of the contract that was approved: Investigations, testing, construction documentation, bid phase support, construction administration, and closure reports related to the remediation of 900 Innes as part of the India Basin Park Project.	
Comments:	

This contract was approved by (check applicable):
□the City elective officer(s) identified on this form
☑ a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board
□ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

_____
Print Name of Board

Filer Information (*Please print clearly.*)	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer) Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) Date Signed