

File No. 151232

Committee Item No. 22

Board Item No. 32

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

Committee: Budget and Finance

Date December 9, 2015

Board of Supervisors Meeting

Date DECEMBER 15, 2015

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | Form 126 – Ethics Commission                 |
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Completed by: Victor Young Date December 4, 2015

Completed by: Victor Young Date 12/10/15

1 [Cooperative Agreement - State of California (Caltrans) - Van Ness Transit Improvement  
2 Project]

3 **Resolution approving a Cooperative Agreement with the State of California (Caltrans)**  
4 **regarding construction support and funding of the Van Ness Transit Improvement**  
5 **Project; and making findings under the California Environmental Quality Act.**

6  
7 WHEREAS, The goals of the Van Ness Transit Improvement Project (Project) are  
8 robust and stable ridership, efficient, effective and equitable transit service, neighborhood  
9 livability and community vitality, and links to a citywide rapid transit network; and

10 WHEREAS, On May 15, 2012, the San Francisco Municipal Transportation Agency  
11 (SFMTA) Board of Directors adopted Resolution No. 12-070, which identified and endorsed  
12 the Locally Approved Alternative (LPA) for the Van Ness Transit Improvement Project  
13 (Project), "The Center-running BRT with Right Side Boarding Platforms Single Median and  
14 Limited Left Turns," for further analysis in the Final Environmental Impact  
15 Statement/Environmental Impact Report (EIS/EIR); and

16 WHEREAS, On September 10, 2013, the San Francisco County Transportation  
17 Authority (Authority) Board certified the Final EIS/EIR, including an amendment to include the  
18 Vallejo Northbound Station Variant as adequate, accurate and objective and reflecting the  
19 independent judgment of the SFCTA; and

20 WHEREAS, On September 17, 2013, the SFMTA Board of Directors adopted  
21 Resolution No. 13-214, approving the Project, analyzed as the Locally Preferred Alternative in  
22 the Final EIS/EIR for the Project, including an amendment to include the Vallejo Northbound  
23 Station Variant in the approval of the LPA, and adopted the CEQA Findings and Statement of  
24 Overriding Considerations for the Final EIS/EIR; and

1           WHEREAS, The Project files, including the Final EIS/EIR and SFMTA Resolution No.  
2 13-214, have been made available for review by this Board and the public, and those files are  
3 with the Clerk of the Board of Supervisors in File No. 151232; and

4           WHEREAS, Since the adoption of the CEQA Findings and the approval of the Project,  
5 the SFCTA has prepared a memo to file dated July 15, 2014, titled "Van Ness Avenue Bus  
6 Rapid Transit Project – Environmental Compliance for the Proposed Parking Removal from  
7 Conceptual Engineering Report" (Memo to File), which concludes that the removal of eleven  
8 parking spaces more than assumed in the Van Ness BRT Project Final EIS/EIR, as proposed  
9 by SFMTA in its Conceptual Engineering Report, will not result in a new significant  
10 environmental impact due to parking loss; and

11           WHEREAS, Based on its review and consideration of the information contained in the  
12 Final EIS/EIR, the SFMTA Board found, on July 7, 2015, under Resolution No. 15-108, and on  
13 November 18, 2014, under Resolution No. 14-164, that the proposed actions to remove  
14 parking spaces are within the scope of the Van Ness BRT Project Final EIS/EIR and that no  
15 additional environmental review is required under Public Resources Code, Section 21166;  
16 and

17           WHEREAS, The proposed Cooperative Agreement specifies the terms and conditions  
18 for Caltrans' funding contribution of \$7,300,000 to the Project, which funds will be used for  
19 pavement repair and construction of curb ramps on Van Ness Ave., a portion of U.S. Highway  
20 101 under the jurisdiction of Caltrans; and

21           WHEREAS, Execution of the Cooperative Agreement is a prerequisite for Caltrans  
22 issuing an encroachment permit for the Project, and is also a condition of the Federal Transit  
23 Administration for funding the Project through its Small Starts grant program under Section  
24 5309(h) of Title 49 of the United States Code; and

1           WHEREAS, The Board of Supervisors finds that entering into a Cooperative  
2 Agreement with Caltrans for construction of the Project is within the scope of the Van Ness  
3 BRT Project Final EIS/EIR and that no additional environmental review is required under  
4 Public Resources Code, Section 2116; and

5           WHEREAS, On December 1, 2015, the SFMTA Board of Directors adopted Resolution  
6 No. 15-171, which authorized the Director of Transportation to execute a Cooperative  
7 Agreement with the State of California regarding construction support and funding of the  
8 Project, and urged this Board of Supervisors to similarly approve the Agreement; now,  
9 therefore, be it

10           RESOLVED, That the Board of Supervisors has reviewed and considered the FEIR  
11 and record as a whole, finds that the FEIR is adequate for its use as the decision-making  
12 body for the action taken herein to approve the Cooperative Agreement with the State of  
13 California, incorporates the CEQA findings contained in SFMTA Board Resolution No. 13-214  
14 and the subsequent findings in SFMTA Board Resolution Nos. 15-108 and 14-164 (with  
15 respect to deletion of parking spaces) by this reference as though set forth in this Resolution;  
16 and, be it

17           FURTHER RESOLVED, That this Board further finds that since the FEIR was finalized,  
18 there have been no substantial project changes and no substantial changes in project  
19 circumstances that would require major revisions to the FEIR due to the involvement of new  
20 significant environmental effects or an increase in the severity of previously identified  
21 significant impacts, and there is no new information of substantial importance that would  
22 change the conclusions set forth in the FEIR; and, be it

23           FURTHER RESOLVED, That the Board of Supervisors approves the Cooperative  
24 Agreement with the State of California regarding construction support and funding of the Van  
25 Ness Transit Improvement Project; and, be it

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FURTHER RESOLVED, That the Board of Supervisors authorizes the SFMTA to approve any additions, amendments or other modifications to the Cooperative Agreement that the Director of Transportation, in consultation with the City Attorney, determines is in the best interest of the SFMTA, do not materially increase the obligations or liabilities of the SFMTA or City, or materially decrease the public benefits accruing to the SFMTA, and are necessary or advisable to complete the transactions contemplated and effectuate the purpose and intent of this Resolution, such determination to be conclusively evidenced by the execution and delivery by the Director of Transportation of any such documents.

<b>Item 22</b> <b>File No. 15-1232</b>	<b>Department:</b> Municipal Transportation Agency (MTA)
<b>EXECUTIVE SUMMARY</b>	
<p><b>Legislative Objectives</b></p> <ul style="list-style-type: none"> <li>• The proposed resolution would: (1) approve a cooperative agreement between the SFMTA and the State of California (Caltrans) regarding construction support and funding of the Van Ness Transit Improvement Project, and (2) make findings under the California Environmental Quality Act.</li> </ul> <p><b>Key Points</b></p> <ul style="list-style-type: none"> <li>• The Van Ness Transit Improvement Project (Van Ness Project) will provide a Bus Rapid Transit (BRT) system along Van Ness Avenue (U.S. Route 101) between Union Street and Market Street.</li> <li>• In San Francisco, U.S. 101 overlaps with the portion of Van Ness Avenue that will receive improvements under the Van Ness Transit Improvement Project. Therefore, the right-of-way for this project is governed by Caltrans. The proposed cooperative agreement would legally establish the roles and responsibilities of the San Francisco Municipal Transportation Agency (SFMTA) and Caltrans for this project.</li> <li>• Under the agreement, Caltrans will contribute a not to exceed amount of \$7,300,000 for Van Ness Avenue pavement rehabilitation and curb-ramp upgrade work.</li> </ul> <p><b>Fiscal Impact</b></p> <ul style="list-style-type: none"> <li>• The total project cost for the Van Ness Transit Improvement Project is \$258,762,490, which will be funded through a combination of federal, state and local funding sources.</li> <li>• The \$7,300,000 in State funding from Caltrans is restricted to uses on the Van Ness Ave/ U.S. 101 right-of-way pavement rehabilitation and curb-ramp upgrade work, and will not be used for the BRT portion of the Van Ness Transit Improvement Project.</li> </ul> <p><b>Recommendation</b></p> <ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

City Charter Section 9.118(a) states that contracts entered into by a department, board, or commission that (i) have anticipated revenues of \$1 million or more, or (ii) have anticipated revenues of \$1 million or more and require modifications, are subject to Board of Supervisors approval.

**BACKGROUND**

The Van Ness Transit Improvement Project (Van Ness Project) will provide a Bus Rapid Transit (BRT) system along Van Ness Avenue (U.S. Route 101) between Union Street and Market Street. The project will convert one existing northbound traffic lane and one existing southbound traffic lane on Van Ness Avenue into dedicated BRT lanes for the 47 and 49 Muni routes and Golden Gate Transit buses that are physically separated from mixed traffic lanes in order to improve transit service and reduce traffic congestion on Van Ness Avenue.

In addition to construction of the BRT lanes, the project will include:

- Enhanced traffic signals that hold green lights for buses
- Safety improvements for pedestrians such as: shortening crosswalk distances, zebra-striped crosswalks, and boarding islands located at key transfer points.
- Utility maintenance to aging infrastructure including: replacing portions of the water main, sewer system, and emergency firefighter water system
- New street lights along the length of Van Ness Avenue
- New landscaping along Van Ness Avenue
- Repaving of this portion of Van Ness Avenue
- Replacing overhead wiring system for buses

Caltrans Jurisdiction of Van Ness Avenue/U.S. Route 101

U.S. Route 101 is a State highway, and under the jurisdiction of the California Department of Transportation (Caltrans). In San Francisco, U.S. 101 overlaps with the portion of Van Ness Avenue that will receive improvements under the Van Ness Transit Improvement Project. Therefore, the right-of-way for this project is governed by Caltrans. The proposed cooperative agreement would legally establish the roles and responsibilities of the San Francisco Municipal Transportation Agency (SFMTA) and Caltrans for this project.

Design Phase Cooperative Agreement

SFMTA and Caltrans entered into a similarly structured cooperative agreement to the proposed agreement during the design phase (Cooperative Agreement No. 04-2450, executed November 9, 2012). According to Mr. Peter Gabancho, Project Manager for the Van Ness Project, the previous agreement is similar in structure to the proposed agreement, which establishes that Caltrans governs the right-of-way, and SFMTA is carrying out a project within Caltrans' jurisdiction, with their permission.

Project Timeline

The project expects to complete the design phase by the end of 2015 and begin construction in 2016. Bus rapid transit service on Van Ness Avenue is expected to begin in 2019.

**DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would: (1) approve a cooperative agreement between the SFMTA and the State of California (Caltrans) regarding construction support and funding of the Van Ness Transit Improvement Project, and (2) make findings under the California Environmental Quality Act.

The proposed cooperative agreement would govern the roles and responsibilities of SFMTA and Caltrans throughout the construction phase of the Van Ness Transit Improvement Project. Key components set forth in the cooperative agreement include:

- Caltrans will contribute a not to exceed amount of \$7,300,000 for Van Ness Avenue pavement rehabilitation and curb-ramp upgrade work
- Caltrans will provide independent quality assurance
- Caltrans will provide construction support, including review of change orders affecting its work
- SFMTA will provide a Quality Management Plan for Caltrans' review and approval
- Sponsorship percentages of total project costs
- Funding details, documentation and reporting; invoice and payment procedures
- Requirements for securing environmental permits
- Requirements of Caltrans to issue an encroachment permit
- Other miscellaneous construction requirements, including disposal of hazardous materials
- Unlimited indemnification of Caltrans for anything done, or omitted to be done, by the SFMTA and/or its contractors or agents

Execution of the proposed cooperative agreement is a prerequisite for Caltrans issuing an encroachment permit for the project, as well as a condition of the Federal Transit Administration (FTA) to provide Small Starts grant funding.

Environmental Findings

The SFMTA Board of Directors adopted the Van Ness BRT Project Final Environmental Impact Study/Environmental Impact Report (Final EIS/EIR), California Environmental Quality Act (CEQA) Findings and Statement of Overriding Considerations for the Final EIS/EIR on September 17, 2013.

The proposed resolution would find that entering into a cooperative agreement with Caltrans is within the scope of the Final EIR, and that there have been no substantial project changes or new information that would change the conclusions in the Final EIR, concluding that no additional environmental review is needed.



Construction Manager/General Contractor Contract

SFMTA plans to use a Construction Manager/General Contractor project delivery method for the Van Ness Project. The Board of Supervisors approved an ordinance in December 2014 (File 14-1148) that modified the requirements of Administrative Code Section 6.68<sup>1</sup> for the Van Ness Project, which authorized SFMTA to:

- a. Issue a Request for Proposals (RFP) to select a construction manager/general contractor without first pre-qualifying potential construction managers/general contractors and that includes the team of core trade subcontractors;
- b. Evaluate selection of the construction manager/general contractor on non-cost criteria; and
- c. Negotiate a guaranteed maximum price with the selected construction manager/general contractor when the design is sufficiently complete, provided that the general maximum price is fair and reasonable.

SFMTA awarded the construction manager/general contractor agreement to Walsh Construction following a competitive RFP process in an amount not to exceed \$800,000 for preconstruction services.

SFMTA will negotiate an amendment to the current agreement with Walsh Construction for construction services, including a guaranteed maximum price. Walsh Construction is expected to submit a cost proposal by December 5, 2015, and negotiations are expected to begin before the end of the year.

If SFMTA does not reach an agreement with Walsh Construction, SFMTA will issue an invitation for bids and award an agreement based on the lowest responsive and responsible bid and in accordance with File 14-1148.

**FISCAL IMPACT**

The total project cost for the Van Ness Transit Improvement Project is \$258,762,490, as shown in Table 1 below.

**Table 1: Van Ness Transit Improvement Project, Uses of Funds**

<u>Project Phase</u>	<u>Amount</u>
Environmental	\$5,973,081
Conceptual Engineering	\$7,628,265
Design	\$11,861,266
Construction	\$233,299,878
<b>Total Project Cost</b>	<b>\$258,762,490</b>

<sup>1</sup> Administrative Code Section 6.68 (1) requires City departments to prequalify construction manager/general contractors prior to selecting the construction manager/general contractor; (2) requires validation of subcontractor costs through independent cost estimates; and (3) authorizes direct negotiations between the construction manager/general contractor and the subcontractors for up to 7.5% of total construction costs.

\$233,299,878 in construction costs, which are covered in the proposed cooperative agreement, will be funded through a combination of federal, state and local funding sources, as shown in Table 2 below.

**Table 2: Van Ness Transit Improvement Project, Construction Phase Funding Sources**

<b>Federal Funds</b>	<b>Amount</b>
FTA Small Starts	\$61,597,734
FTA State of Good Repair	\$23,535,440
FTA Congestion Mitigation and Air Quality	\$16,000,000
<b>Subtotal</b>	<b>\$101,133,174</b>
<b>State Funds</b>	
Caltrans Funds	\$7,300,000
<b>Subtotal</b>	<b>\$7,300,000</b>
<b>Local Funds</b>	
Proposition K	\$36,326,984
SFMTA Revenue Bonds	\$26,347,524
California Pacific Medical Center Contribution	\$5,000,000
Central Freeway Parcel Revenues	\$12,654,136
AB 644	\$167,860
SFPUC Funds	\$44,370,200
<b>Subtotal</b>	<b>\$124,866,704</b>
<b>Total</b>	<b>\$233,299,878</b>

To date, SFMTA and SFPUC have spent or encumbered \$21,848,571 on soft costs, engineering and design, leaving a remaining available balance of \$236,913,919 in the overall Van Ness Transit Improvement Project budget.

Caltrans Funding Restriction

The \$7,300,000 in State funding from Caltrans is restricted to uses on the Van Ness Ave/ U.S. 101 right-of-way pavement rehabilitation and curb-ramp upgrade work, and will not be used for the BRT portion of the Van Ness Transit Improvement Project.

**RECOMMENDATION**

Approve the proposed resolution.



**SFMTA**  
Municipal  
Transportation  
Agency

Edwin M. Lee, Mayor

Tom Nolan, Chairman

Malcolm Henrick, Director

Cheryl Brinkman, Vice-Chairman

Jodi Barnes, Director

Gwyneth Borden, Director

Cristina Flores, Director

Edward D. Rischke, Director of Transportation

November 24, 2015

**The Honorable Board of Supervisors  
City and County of San Francisco  
1 Carlton B. Goodlett Place, Room 244  
San Francisco, California 94102**

***RE: Authorization of Cooperative Agreement No. 04-2587 with the State of California  
(Caltrans) regarding construction support and Caltrans funding of the Van Ness Transit  
Improvement Project***

**Dear Members of the Board of Supervisors:**

The San Francisco Municipal Transportation Agency (SFMTA) requests authorization of behalf of the City, to execute Cooperative Agreement No. 04-2587 with Caltrans regarding construction support and Caltrans funding of the Van Ness Transit Improvement Project, pursuant to Charter Section 9.118(a).

This agreement is required as the Van Ness Corridor is part of the State highway system, and Caltrans requires a cooperative agreement spelling out the obligations of the parties for work performed by another public agency on a State highway within a municipality. This agreement is also required for SFMTA to receive Federal Transit Agency (FTA) Section 5309 Small Starts funding.

### **Background**

The Van Ness Corridor Transit Improvement Project, formerly known as the Van Ness Bus Rapid Transit (BRT) Project, will implement the first BRT service in San Francisco, which will improve transit reliability for the 47 and 49 Muni routes and provide reliable transit connections to transfer routes.

The transit service and infrastructure changes are expected to reduce transit travel times by over 30 percent. With the implementation of BRT, ridership is projected to be greater than 60,000 passengers per day by 2035. The 47 and 49 Muni routes currently service approximately 45,000 passengers per day, so this is about a 33 percent increase. Once completed, Van Ness BRT will be an integral part of the Muni "Rapid" network of transit service that will gradually be implemented on all major corridors in San Francisco. The Project will also concurrently promote pedestrian safety and comfort, and enhance the urban design of Van Ness Avenue.

On Nov. 8, 2012, Caltrans, the SFMTA, and the San Francisco County Transportation Authority executed Cooperative Agreement No. 04-2450, for pre-construction work (development of plans, specifications, estimates (PS&E) and right-of-way obligations) for the Project. Such work is

nearing completion.

The proposed Cooperative Agreement No. 04-2587 sets forth the following:

- Caltrans funding contribution (not to exceed \$7,300,000 for Van Ness Avenue pavement rehabilitation and curb-ramp upgrade work)
- Sponsorship percentages (i.e. Caltrans at 4.5 percent, SFMTA at 95.5 percent)
- Funding details, documentation and reporting; invoice and payment procedures
- SFMTA to provide a Quality Management Plan for Caltrans' review and approval
- Caltrans to provide independent quality assurance
- Environmental permit requirements
- Caltrans to provide construction support, including review of change orders affecting its work
- Requirements for Caltrans to issue an encroachment permit (i.e., completion of PS&E, right-of-way certification; verification of full funding; completion of quality management plan)
- Other miscellaneous construction requirements, including for disposal of hazardous materials
- An unlimited indemnification of Caltrans for anything done, or omitted to be done, by the SFMTA and/or its contractors or agents

Thank you for your consideration of this proposed agreement. Should you have any questions, or require more information, please do not hesitate to contact the SFMTA Project Manager Peter Gabancho at (415) 701-4306.

Sincerely,



**Edward D. Reiskin**  
**Director of Transportation**

## **COOPERATIVE AGREEMENT**

This AGREEMENT, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

The City and County of San Francisco, a municipal corporation of the State of California (City), through its Municipal Transportation Agency, referred to as SFMTA.

### **RECITALS**

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, the conversion of one existing northbound traffic lane and one existing southbound traffic lane on Van Ness Avenue (Route 101) into dedicated bus lanes will be referred to hereinafter as PROJECT. The project scope of work is defined in the PROJECT initiation and approval documents (e.g., Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
  - CONSTRUCTION SUPPORT
  - CONSTRUCTION CAPITAL
4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. The following work associated with this PROJECT has been completed or is in progress:
  - SFCTA (San Francisco County Transportation Authority) adopted the Locally Preferred Alternative (LPA) and certified the Final EIR under CEQA through its Board action on September 10, 2013. The SFMTA adopted the LPA through its Board action on September 17, 2013.
  - FTA certified the Final EIS under NEPA with a Record of Decision dated December 20, 2013.
  - SFMTA is in the process of completing its R/W obligations (Cooperative Agreement No.

- 04-2450, executed November 8, 2012).
- SFMTA is developing the Plans, Specifications and Estimate (Cooperative Agreement No. 04-2450, executed November 9, 2012).
  - CALTRANS approved the Project Study Report/Project Report (PSR/PR) completed by SFMTA on August 26, 2014.
6. CALTRANS will contribute SHOPP Capital Preventive Maintenance (CAPM) funds not to exceed \$7,300,000 (EA 3E601) as CONSTRUCTION CAPITAL for Van Ness Avenue pavement rehabilitation and curb-ramp upgrade work as scoped under EA 3E601.
  7. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
  8. PARTNERS set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

## **RESPONSIBILITIES**

### **Sponsorship**

9. CALTRANS and SFMTA will co-SPONSOR the PROJECT COMPONENTS included in this AGREEMENT in the following percentages.

CALTRANS      4.5%

SFMTA            95.5%

### **Funding**

10. FUNDING PARTNERS, funding sources, funding limits, spending limits, and invoicing/payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

PARTNERS will execute a new FUNDING SUMMARY each time the funding details change. The FUNDING SUMMARY will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this AGREEMENT.

11. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT.

12. All costs incurred for WORK except those that are specifically excluded in this AGREEMENT are OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the PARTNER incurring the costs from funds that are outside the scope of this AGREEMENT.

### **Implementing Agency**

13. SFMTA is the IMPLEMENTING AGENCY for CONSTRUCTION.
14. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality assurance program and how it will be used. The Quality Management Plan is subject to CALTRANS' review and approval.
15. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

### **Independent Quality Assurance**

16. CALTRANS will provide Independent Quality Assurance for the portions of WORK within the existing and proposed SHS right-of-way.

CALTRANS' Independent Quality Assurance efforts are to ensure that SFMTA's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. Independent Quality Assurance does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking work performed by another party.

When CALTRANS performs Independent Quality Assurance it does so for its own benefit. No one can assign liability to CALTRANS due to its Independent Quality Assurance.

The cost of CALTRANS' Independent Quality Assurance is not an OBLIGATIONS COST.

### **CEQA/NEPA Lead Agency**

17. SFCTA is the CEQA Lead Agency for the PROJECT.
18. CALTRANS and the SFMTA are CEQA Responsible Agencies for the PROJECT.
19. FTA is the NEPA Lead Agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

20. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.
21. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
22. The PROJECT requires the following environmental requirements/approvals:

<b>ENVIRONMENTAL PERMITS/REQUIREMENTS</b>
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
Air Quality Permits

**Construction**

23. As IMPLEMENTING AGENCY for CONSTRUCTION, SFMTA is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
24. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

<b>CALTRANS Work Breakdown Structure Identifier (If Applicable)</b>	<b>OBLIGATION COST</b>
285.05.15.xx Change Order Review & Approval as required in this Agreement	No
270.20.45.xx SWPPP/WPCP Review & Approval	No



25. Physical and legal possession of right-of-way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right-of-way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
26. SFMTA has awarded a Construction Management/General Contractor agreement for Phase 1 (pre-construction) of the PROJECT in accordance with an ordinance approved by the San Francisco Board of Supervisors. At the completion of Phase 1, SFMTA will negotiate an amendment to the agreement, including a guaranteed maximum price (GMP), for Phase 2 (construction) of the PROJECT. If the SFMTA and its contractor are unable to negotiate a GMP, SFMTA will advertise and award the construction contract to the lowest responsible and responsive bidder in accordance with applicable federal, state and local law, including but not limited to the California Public Contract Code and the California Labor Code. SFMTA accepts responsibility to administer the construction contract.
27. CALTRANS will not issue an Encroachment Permit for construction work until CALTRANS accepts:
  - The final plans, specifications, and estimate package.
  - The Right of Way Certification.
  - The PROJECT SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.
  - The PROJECT SPONSOR's QMP.
28. If the GMP (or the lowest responsive and responsible construction contract bid if a GMP is not negotiated), is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) working days the IMPLEMENTING AGENCY shall not award the construction contract.
29. SFMTA will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.
30. SFMTA will provide a landscape architect who will be responsible for all landscaping activities within the SHS during CONSTRUCTION and until completion of all WORK.
31. SFMTA will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over \$100,000.

32. CALTRANS will review and approve:
- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
  - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
33. If CONSTRUCTION CAPITAL is funded with state or federal funds, then SFMTA will administer and process all construction contract claims using a CALTRANS-approved process. CALTRANS will provide Independent Quality Assurance for the claims process.
34. SFMTA will require the construction contractor to furnish payment and performance bonds naming SFMTA as obligee, and CALTRANS as additional obligee, and to carry liability insurance as recommended by the Risk Manager of City and accepted by CALTRANS during the design approval process in accordance with CALTRANS Standard Specifications.
35. SFMTA is designated as the Approved Signatory Authority responsible for preparing and filing all Regional Water Quality Control Board (RWQCB) Permit Registration Documents including certifying the accuracy of all documents and its compliance in accordance with the Construction General Permit, and CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the SHS.
36. The Quality Management Plan will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection Quality Management Plan is subject to review and approval by the CALTRANS Materials Engineer.
37. SFMTA may request CALTRANS to complete portions of CONSTRUCTION SUPPORT work as reimbursed engineering services. Should CALTRANS agree to perform the requested services, PARTNERS will document the arrangement in written Task Order. Such an arrangement does not change the responsibilities assigned in this AGREEMENT. Engineering services requested by SFMTA and provided by CALTRANS during CONSTRUCTION are an OBLIGATIONS COST.
38. As IMPLEMENTING AGENCY for construction, SFMTA is responsible for maintenance of the State Highway System within the PROJECT limits during CONSTRUCTION and until completion of all WORK.

39. PARTNERS will develop and execute a new or amended maintenance agreement prior to OBLIGATION COMPLETION. The maintenance of the SHS within the PROJECT limits is an OBLIGATION until a maintenance agreement is executed or amended.
40. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, SFMTA shall furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS' then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineers name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, SFMTA will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county in which filed.

41. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right-of-way as part of WORK become the property of CALTRANS, except the PROJECT Bus Rapid Transit (BRT) materials, equipment and infrastructure, and the utilities infrastructure.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside the SHS right-of-way.

### **Schedule**

42. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

### **Additional Provisions**

43. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; FTA STANDARDS; and CALTRANS STANDARDS.
44. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.

45. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
46. PARTNERS will invite each other to participate in the selection of any future consultants who participate in OBLIGATIONS.
47. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants, and agents, and utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT shall prevail.
48. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.
49. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
50. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

51. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
52. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.

53. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

The cost for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way is not an OBLIGATIONS COST and CALTRANS will pay, or cause to be paid, all costs for HM-1 ACTIVITIES.

54. SFMTA, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing SHS right-of-way. SFMTA will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

The cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside of the existing SHS right-of-way is not an OBLIGATIONS COST and SFMTA will pay, or cause to be paid, all costs for such HM MANAGEMENT ACTIVITIES.

55. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
56. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
57. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.
58. Any PARTNER that is responsible for completing OBLIGATIONS will accept, reject, compromise, settle, or litigate claims arising from those OBLIGATIONS.
59. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on the claim.

If the PROJECT expends state or federal funds, each PARTNER will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTNERS will ensure that any for-profit party hired to participate in the OBLIGATIONS will comply with the requirements in 48 CFR, Chapter 1, Part 31 with respect to the cost allowability of OBLIGATIONS costs.

60. When state or federal funds are expended on the PROJECT these principles and requirements apply to all funding types included in this AGREEMENT.
61. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
62. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

63. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), FTA (if the PROJECT utilizes federal funds), and SFMTA will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

64. If the PROJECT expends state or federal funds, each PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.
65. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with federal requirements.

66. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
67. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
68. The cost of awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
69. The cost of legal challenges to the environmental process or documentation is an OBLIGATIONS COSTS.
70. Fines, interest, or penalties levied against a PARTNER are not an OBLIGATIONS COST and will be paid, independent of OBLIGATIONS COST, by the PARTNER whose action or lack of action caused the levy.
71. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
72. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.

If SFMTA invoices for rates in excess of DPA rates, SFMTA will fund the cost difference and reimburse CALTRANS for any overpayment.

73. If there are insufficient funds available in this AGREEMENT to place PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

74. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

Each PARTNER may request reimbursement for these costs during the amendment process.

75. SFMTA will furnish CALTRANS with the Project History Files related to the PROJECT facilities on SHS within sixty (60) days following the completion of each PROJECT COMPONENT. SFMTA will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

### **GENERAL CONDITIONS**

76. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
77. All CALTRANS' OBLIGATIONS under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
78. Neither SFMTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SFMTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
79. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SFMTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SFMTA under this AGREEMENT. It is understood and agreed



that SFMTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SFMTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

80. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
81. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.
82. SFMTA will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SFMTA waives the provisions of California Civil Code section 1654.

A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

83. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
84. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
85. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SFMTA will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the

CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

86. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
87. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
88. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
89. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
90. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. WORK performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.
91. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.

92. PARTNERS agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

93. The following documents are attached to, and made an express part of this AGREEMENT:

- FUNDING SUMMARY NO. 01

94. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS. The requirements of this AGREEMENT shall preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

## **DEFINITIONS**

**AGREEMENT** – This agreement, including any attachments, exhibits, and amendments.

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**CEQA (California Environmental Quality Act)** – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

**CFR (Code of Federal Regulations)** – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

**CONSTRUCTION** – See PROJECT COMPONENT.

**CONSTRUCTION CAPITAL** – See PROJECT COMPONENT.

**CONSTRUCTION SUPPORT** – See PROJECT COMPONENT.

**CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

**EDQC (Environmental Document Quality Control)** - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at [http://www.dot.ca.gov/ser/memos.htm#LinkTarget\\_705](http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705)). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

**FHWA** – Federal Highway Administration.

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at [www.fhwa.dot.gov/topics.htm](http://www.fhwa.dot.gov/topics.htm).

**FTA** – Federal Transit Administration.

**FUNDING PARTNER** – A PARTNER that commits funds in this AGREEMENT to fulfill OBLIGATIONS. A FUNDING PARTNER accepts the responsibility to provide the funds it commits in this Agreement.

**FUNDING SUMMARY** – An executed document that names **FUNDING PARTNER(S)** and includes a **FUNDING TABLE**, **SPENDING SUMMARY**, and invoicing details.

**FUNDING TABLE** – The table that designates funding sources, types of funds, and the **PROJECT COMPONENT** in which the funds are to be spent. Funds listed on the **FUNDING TABLE** are “not-to-exceed” amounts for each **FUNDING PARTNER**.

**GAAP** (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the **PROJECT** or not.

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the **PROJECT**.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either **HM-1** or **HM-2** including, without limitation, any necessary manifest requirements and disposal facility designations.

**IMPLEMENTING AGENCY** – The **PARTNER** responsible for managing the scope, cost, and schedule of a **PROJECT COMPONENT** to ensure the completion of that component.

**IQA** (Independent Quality Assurance) – **CALTRANS**' efforts to ensure that another **PARTNER**'s quality assurance activities are in accordance with the applicable standards and the **PROJECT**'s Quality Management Plan (QMP). When **CALTRANS** performs Independent Quality Assurance it does not develop, produce, validate, verify, re-check, or quality control another **PARTNER**'s work products.

**NEPA** (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

**OBLIGATIONS** – All **WORK** responsibilities and their associated costs.

**OBLIGATION COMPLETION** – **PARTNERS** have fulfilled all **OBLIGATIONS** included in this **AGREEMENT** and have signed a **COOPERATIVE AGREEMENT CLOSURE STATEMENT**.

**OBLIGATIONS COST(S)** – The cost(s) to complete the responsibilities assigned in this **AGREEMENT**. Costs that are specifically excluded in this **AGREEMENT** or that are not incurred in the performance of the responsibilities in this **AGREEMENT** are not

## OBLIGATIONS COSTS.

OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the party that incurs the cost from funds that are outside the scope of this AGREEMENT.

**PARTNER** – Any individual signatory party to this AGREEMENT.

**PARTNERS** – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- **PA&ED (Project Approval and Environmental Document)** – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- **PS&E (Plans, Specifications, and Estimate)** – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- **R/W (Right of Way)** – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
  - **R/W (Right of Way) SUPPORT** – The work required to obtain all property interests for the PROJECT.
  - **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION** – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
  - **CONSTRUCTION SUPPORT** – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
  - **CONSTRUCTION CAPITAL** – The funds for the construction contract.

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide the PROJECT's execution and control throughout that project's lifecycle.

**QMP (Quality Management Plan)** – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

**SHS (State Highway System)** – All highways, right-of-way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

**SPENDING SUMMARY** – A table that identifies the funds available for expenditure by each PARTNER. The table shows the maximum reimbursable expenditure for each PARTNER in each PROJECT COMPONENT.

**SPONSOR** – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

**WORK** – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

**SIGNATURES**

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

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
(CALTRANS)**

\_\_\_\_\_  
Helena (Lenka) Culik-Caro  
Deputy District Director, Design

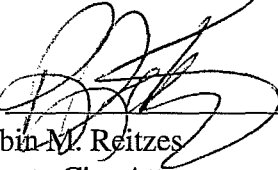
Certified as to funds:

\_\_\_\_\_  
Jeffrey Armstrong  
District Budget Manager

**SAN FRANCISCO MUNICIPAL  
TRANSPORTATION AGENCY  
(SFMTA)**

\_\_\_\_\_  
Edward D. Reiskin  
Director of Transportation

Approved as to form:  
Dennis J. Herrera, City Attorney

By   
Robin M. Reitzes  
Deputy City Attorney

Municipal Transportation Agency Board of  
Directors

Resolution \_\_\_\_\_ No. \_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

Board of Supervisors

Resolution \_\_\_\_\_ No. \_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk



**FUNDING SUMMARY NO. 01**

v. 2					
<b><u>FUNDING TABLE</u></b>					
Source	FUNDING PARTNER	IMPLEMENTING AGENCY → Fund Type	SFMTA		Totals
			CONST. SUPPORT	CONST. CAPITAL	
State	CALTRANS	SHOPP – CAPM* (EA 3E601)**	0	7,300,000	7,300,000
Federal	SFMTA	FTA 5309 Small Starts	18,479,320	43,118,414	61,597,734
Federal	SFMTA	FTA 5377 State of Good Repair	7,060,632	16,474,808	23,535,440
Federal	SFMTA	FTA CMAQ	4,800,000	11,200,000	16,000,000
Local	SFMTA	Prop K	10,898,095	25,428,889	36,326,984
Local	SFMTA	SFMTA Revenue Bonds	7,904,257	18,443,267	26,347,524
Local	SFMTA	California Pacific Medical Center Contribution	1,500,000	3,500,000	5,000,000
Local	SFMTA	Central Freeway Parcel Revenues	3,796,241	8,857,895	12,654,136
Local	SFMTA	AB 644	50,358	117,502	167,860
Local	SFMTA	PUC Funds	13,311,060	31,059,140	44,370,200
Totals			67,799,963	165,499,915	233,299,878

\* This fund type includes federal funds.

\*\* SHOPP-CAPM funds shall be used only for pavement rehabilitation and curb-ramp upgrade work and not for BRT part of project.

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**SPENDING SUMMARY**

Fund Type	Const. Support SFMTA	Const. Capital SFMTA	Totals
<b>State Funds</b>			
SHOPP - CAPM* (EA 3E601)**	0	7,300,000	7,300,000
<b>Federal Funds</b>			
FTA 5309 Small Starts	18,479,320	43,118,414	61,597,734
FTA 5377 State of Good Repair	7,060,632	16,474,808	23,535,440
FTA CMAQ	4,800,000	11,200,000	16,000,000
<b>Local Funds</b>			
Prop K	10,898,095	25,428,889	36,326,984
SFMTA Revenue Bonds	7,904,257	18,443,267	26,347,524
California Pacific Medical Center Contribution	1,500,000	3,500,000	5,000,000
Central Freeway Parcel Revenues	3,796,241	8,857,895	12,654,136
AB 644	50,358	117,502	167,860
PUC Funds	13,311,060	31,059,140	44,370,200
<b>Totals</b>	<b>67,799,963</b>	<b>165,499,915</b>	<b>233,299,878</b>

\*\* SHOPP-CAPM funds shall be used only for pavement rehabilitation and curb-ramp upgrade work and not for BRT part of project.

3176

**Funding**

1. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTNERS must obtain approval from the applicable federal agencies prior to any PROJECT funding changes that will change federal share of funds.

**Invoicing and Payment**

2. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). To the extent that the SFMTA reimburses CALTRANS for work, when paying with EFT, SFMTA will pay invoices within thirty (30) calendar days of receipt of invoice.
3. If SFMTA has received EFT certification from CALTRANS then SFMTA will use the EFT mechanism and follow all EFT procedures to pay any invoices issued from CALTRANS.
4. When a PARTNER is reimbursed for actual costs, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTNERS will invoice and then refund or pay as necessary in order to satisfy the financial commitments of this AGREEMENT.
5. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SFMTA will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
6. If CALTRANS reimburses SFMTA for any costs later determined to be unallowable, SFMTA will reimburse those funds.

**CONSTRUCTION SUPPORT**

7. No invoicing or reimbursement will occur for CONSTRUCTION SUPPORT.

**CONSTRUCTION CAPITAL**

8. SFMTA will invoice and CALTRANS will reimburse for actual costs not to exceed \$7,300,000 (EA 3E601).

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, The goals of the Van Ness Transit Improvement Project (Project) are robust and stable ridership, efficient, effective and equitable transit service, neighborhood livability and community vitality, and links to a citywide rapid transit network; and,

WHEREAS, On May 15, 2012, the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors adopted Resolution No. 12-070, which identified and endorsed the Locally Approved Alternative (LPA) for the Project, “The Center-running BRT with Right Side Boarding Platforms Single Median and Limited Left Turns,” for further analysis in the Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR); and,

WHEREAS, On November 8, 2012, Caltrans, the SFMTA, and the Transportation Authority executed Cooperative Agreement No. 04-2450, for pre-construction work (development of plans, specifications, estimates (PS&E) and right-of-way obligations) for the Project; and

WHEREAS, On September 10, 2013, the San Francisco County Transportation Authority (Authority) Board certified the Final EIS/EIR, including an amendment to include the Vallejo Northbound Station Variant as adequate, accurate and objective and reflecting the independent judgment of the SFCTA; and,

WHEREAS, On September 17, 2013, the SFMTA Board of Directors adopted Resolution No. 13-214, approving the Project, analyzed as the Locally Preferred Alternative in the Final EIS/EIR for the Project, including an amendment to include the Vallejo Northbound Station Variant in the approval of the LPA, and adopted the CEQA Findings and Statement of Overriding Considerations for the Final EIS/EIR; and,

WHEREAS, The Project files, including the Final EIS/EIR and SFMTA Resolution No. 13-214, have been made available for review by the SFMTA and the public, and those files are part of the record before this Board; and,

WHEREAS, Since the adoption of the CEQA Findings and the approval of the Van Ness BRT Project, the SFCTA has prepared a memo to file dated July 15, 2014, titled “Van Ness Avenue Bus Rapid Transit Project – Environmental Compliance for the Proposed Parking Removal from Conceptual Engineering Report” (Memo to File), which concludes that the removal of eleven parking spaces more than assumed in the Van Ness BRT Project Final EIS/EIR, as proposed by SFMTA in its Conceptual Engineering Report, will not result in a new significant environmental impact due to parking loss; and

WHEREAS, Based on its review and consideration of the information contained in the Final EIS/EIR, the SFMTA Board found, on July 7, 2015, under Resolution No. 15-108, that the proposed actions to remove parking spaces are within the scope of the Van Ness BRT Project Final EIS/EIR and that no additional environmental review is required under Public Resources Code section 21166; and

WHEREAS, Also on July 7, 2015, the SFMTA Board approved the Construction Manager/General Contractor Contract No. 1289 with Walsh Construction Company for pre-construction services for the Project, for a term not to exceed 300 days and in an amount not to exceed \$800,000; and

WHEREAS, This Cooperative Agreement specifies the terms and conditions for Caltrans' funding contribution of \$7,300,000 to the Project, which funds will be used for pavement repair and construction of curb ramps on Van Ness Ave., a portion of U.S. Highway 101 under the jurisdiction of Caltrans; and

WHEREAS, Execution of the Cooperative Agreement is a prerequisite for Caltrans issuing an encroachment permit for the Project, and is also a condition of the Federal Transit Administration for funding the Project through its Small Starts grant program under Section 5309(h) of Title 49 of the United States Code; and

WHEREAS, The SFMTA Board finds that entering into a Cooperative Agreement with Caltrans for construction of the Project is within the scope of the Van Ness BRT Project Final EIS/EIR and that no additional environmental review is required under Public Resources Code section 21166; now, therefore, be it

RESOLVED, That the SFMTA Board has reviewed and considered the Final EIS/EIR and record as a whole, finds that the Final EIS/EIR is adequate for its use as the decision-making body for the action taken herein to approve the Cooperative Agreement with the State of California, incorporates the CEQA findings contained in SFMTA Board Resolution No. 13-214 and No. 15-108 (with respect to deletion of parking spaces) by this reference as though set forth in this Resolution; and be it further

RESOLVED, That the SFMTA Board further finds that since the Final EIS/EIR was finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to the Final EIS/EIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the Final EIS/EIR; and be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to execute Cooperative Agreement No. 04-2587 with the State of California regarding construction support and Caltrans funding of the Van Ness Transit Improvement Project; and be it further

RESOLVED, That the SFMTA Board authorizes the Director of Transportation to approve any additions, amendments or other modifications to the Cooperative Agreement that the Director, in consultation with the City Attorney, determines is in the best interest of the SFMTA, do not materially increase the obligations or liabilities of the SFMTA or City, or materially decrease the public benefits accruing to the SFMTA, and are necessary or advisable to complete the transactions contemplated and effectuate the purpose and intent of this Resolution, such determination to be conclusively evidenced by the execution and delivery by the Director of Transportation of any such documents; and be it further

RESOLVED, That the SFMTA Board urges the Board of Supervisors to similarly approve the Cooperative Agreement.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of December 1, 2015.

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Secretary, Board of Directors  
San Francisco Municipal Transportation Agency

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. 15-108

WHEREAS, The goals of the Van Ness Bus Rapid Transit Project are robust and stable ridership, efficient, effective and equitable transit service, neighborhood livability and community vitality, and links to a citywide rapid transit network; and,

WHEREAS, On May 15, 2012, the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors adopted Resolution No. 12-070, which identified and endorsed the Locally Approved Alternative (LPA) for the Van Ness Avenue Bus Rapid Transit Project, "The Center-running BRT with Right Side Boarding Platforms Single Median and Limited Left Turns," for further analysis in the Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR); and,

WHEREAS, The San Francisco County Transportation Authority (SFCTA) Board certified the EIS/EIR, including an amendment to include the Vallejo Northbound Station Variant as adequate, accurate and objective and reflecting the independent judgment of the SFCTA on September 10, 2013; and,

WHEREAS, On September 17, 2013, the SFMTA Board of Directors adopted Resolution No. 13-214, approving the Van Ness Avenue Bus Rapid Transit Project, analyzed as the Locally Preferred Alternative in the Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Project, including an amendment to include the Vallejo Northbound Station Variant in the approval of the LPA, and adopted the CEQA Findings and Statement of Overriding Considerations for the EIS/EIR; and,

WHEREAS, the Project files, including the Final EIS/EIR and SFMTA Resolution No. 13- 214, have been made available for review by the SFMTA and the public, and those files are part of the record before this Board; and,

WHEREAS, Since the adoption of CEQA Findings and the approval of the Van Ness BRT Project, the SFCTA has prepared a memo to file dated July 15, 2014, titled "Van Ness Avenue Bus Rapid Transit Project – Environmental Compliance for the Proposed Parking Removal from Conceptual Engineering Report" (Memo to File), which concludes that the removal of eleven parking spaces more than assumed in the Van Ness BRT Project Final EIS/EIR, as proposed by SFMTA in its Conceptual Engineering Report, will not result in a new significant environmental impact due to parking loss; and

WHEREAS, The SFMTA Board has reviewed and considered the information contained in the Final EIS/EIR; and

WHEREAS, Based on its review and consideration of the information contained in the Final EIS/EIR, the SFMTA Board finds that the proposed actions are within the scope of the Van Ness BRT Project Final EIS/EIR and that no additional environmental review is required under Public Resources Code section 21166; and

WHEREAS, On October 7, 2014, the SFMTA Board of Directors adopted Resolution No. 14- 147, which authorized the SFMTA to use a Construction Manager/General Contractor (CM/GC) project delivery method for the Van Ness BRT Project; and

WHEREAS, On December 9, 2014, the Board of Supervisors approved Ordinance No. 255- 14, enabling the SFMTA to proceed with a CM/GC implementation for the Van Ness BRT Project, to include the CM/GC and a team of Core Subcontractors in the following trades: paving, overhead contact system, sewer and water main replacement, and traffic control; and

WHEREAS, The Agency advertised an RFP for the CM/GC contract on January 16, 2015, and received two proposals in response to the RFP on March 19, 2015, from Walsh Construction and Van Ness Corridor Constructors, a joint venture between Stacy Witbeck and Shimmick Construction; and

WHEREAS, After a technical evaluation and oral interview, Walsh Construction emerged as the highest-ranked proposer; now, therefore, be it

RESOLVED, The Board has reviewed and considered the EIS/EIR and record as a whole; finds that the Van Ness BRT Final Environmental Impact Report and Environmental Impact Statement is adequate for its use as the decision-making body for the approval of the Construction Manager/General Contractor contract for the Van Ness Bus Rapid Transit Project, and incorporates the CEQA findings contained in Resolution No. 13-214, including the Statement of Overriding Considerations, by this reference as though set forth in this Resolution; and be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to execute San Francisco Municipal Transportation Agency Contract No. 1289, Van Ness Corridor Transit Improvement Project, with Walsh Construction Company II, LLC, for Phase 1 (pre-construction services), for a target duration of 300 calendar days, and in an amount not to exceed \$800,000.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of July 7, 2015.



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Secretary, Board of Directors  
Municipal Transportation Agency



SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. 13-214

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) and the San Francisco County Transportation Authority (SFCTA) are partnered in the development of Bus Rapid Transit (BRT) for Van Ness Avenue (the Project); and,

WHEREAS, The goals of BRT are robust and stable ridership, efficient, effective and equitable transit service, neighborhood livability and community vitality, and links to a citywide rapid transit network; and,

WHEREAS, The SFCTA released the draft Environmental Impact Statement / Environmental Impact Report (EIS/EIR) for public review and comment from November 4 – December 23, 2011, which included a public meeting where comments could be submitted, and information about the project provided at a webinar and at neighborhood briefings; and,

WHEREAS, After a long period of analysis by staff at SFMTA and SFCTA, and after considering the information in the draft EIS/EIR and incorporating public comments received during the review period of the draft EIS/EIR, the staff recommendation for the locally preferred alternative (LPA) for the Project, for analysis in the Final EIS/EIR, was “The Center-running BRT with Right Side Boarding Platforms Single Median and Limited Left Turns,” which combines key elements contained in Alternatives 3 and 4; and,

WHEREAS, On May 15, 2012, the Municipal Transportation Agency Board of Directors adopted Resolution No. 12-070, which identified and endorsed the LPA for the Van Ness Avenue Bus Rapid Transit Project, “The Center-running BRT with Right Side Boarding Platforms Single Median and Limited Left Turns” for further analysis in the Final EIS/EIR; and,

WHEREAS, The SFCTA has completed a combined Final EIS/EIR, which analyzes the environmental impacts of the LPA; and,

WHEREAS, The Final EIS/EIR analyzed the LPA, “The Center-running BRT with Right Side Boarding Platforms Single Median and Limited Left Turns,” and determined that it has the transit performance attributes of a center-running BRT (e.g., faster, more reliable service), while avoiding the need to acquire left-right door vehicles and completely rebuild the median, and is therefore the preferred alternative for project implementation; and,

WHEREAS, The Final EIS/EIR was prepared to respond to comments on the Draft EIS/EIR and was distributed on July 5, 2013; and,

WHEREAS, The Vallejo Northbound Station Variant described in the Final EIS/EIR would provide enhanced access for residents in the northern part of the project corridor; and

WHEREAS, The SFCTA certified the EIS/EIR as adequate, accurate and objective and reflecting the independent judgment of the SFCTA on September 10, 2013, including an amendment to include the Vallejo Northbound Station Variant in the approval of the LPA; and,

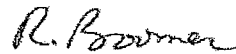
WHEREAS, The SFMTA Board has reviewed and considered the information contained in the EIS/EIR; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves the Van Ness Avenue Bus Rapid Transit Project, analyzed as the Locally Preferred Alternative (LPA) in the Final EIS/EIR for the Project, including the Vallejo Northbound Station Variant; and be it further

RESOLVED, That the SFMTA Board adopts the CEQA Findings and Statement of Overriding Considerations for the EIS/EIR, attached to this Resolution as Attachment A and incorporated herein as those fully set forth; and adopts the Mitigation Monitoring and Reporting Plan attached to this Resolution as Exhibit 1 to Attachment A; and be it further

RESOLVED, That the SFMTA Board authorizes the Director of Transportation to direct staff to continue with obtaining otherwise necessary approvals and to carry out the actions to implement the Project.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of September 17, 2013.



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Secretary, Board of Directors  
San Francisco Municipal Transportation Agency

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS**

**RESOLUTION No. 12-070**

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) and the San Francisco County Transportation Authority (SFCTA) are partnering in the development of Bus Rapid Transit (BRT) for Van Ness Avenue; and,

WHEREAS, The goals of BRT are robust and stable ridership, efficient, effective and equitable transit service, neighborhood livability and community vitality, and links to a citywide rapid transit network; and,

WHEREAS, The SFMTA and SFCTA have completed a combined Draft Environmental Impact Statement (DEIS)/Draft Environmental Impact Report (DEIR) which analyzes the environmental impacts of four alternatives for construction of the proposed project:

- Alternative 1: "No Build"
- Alternative 2: Side-running BRT with Right Side Boarding from sidewalk bulbouts
- Alternative 3: Center Median running BRT with Right Side Boarding from platform islands located adjacent to the exclusive bus lanes
- Alternative 4: Center Median running BRT with Right and Left Side Boarding from platform islands located adjacent to the exclusive bus lanes; and,

WHEREAS, The DEIS/DEIR also provided comparative information on the need, feasibility, funding and cost for each alternative; and,

WHEREAS, The SFMTA and SFCTA released the DEIS/DEIR for public review and comment from November 4 – December 23, 2011, which included a public meeting where comments could be submitted, and information about the project provided at a webinar and neighborhood briefings; and,

WHEREAS, After a long period of analysis by staff at SFMTA and SFCTA, and after considering the information in the DEIS/DEIR and incorporating public comments received during the review period of the DEIS/DEIR, the staff recommendation for the locally preferred alternative (LPA) for the project is "The Center-running BRT with Right Side Boarding Platforms Single Median and Limited Left Turns," which combines key elements contained in Alternatives 3 and 4; and,

WHEREAS, In this alternative, BRT lanes would flank the center median except at stations where the BRT vehicles would transition to the center of the roadway and be protected by right side boarding platforms; this alternative would also eliminate all left turns from Van Ness Avenue between Mission and Lombard streets, with the exception of a two-lane left turn onto Broadway from southbound Van Ness, in order to gain the most transit travel time benefits; and,

WHEREAS, Upon adoption of the LPA for the Van Ness BRT project, the Director of Transportation will direct SFMTA staff to work with the SFCTA in finalizing the FEIS/FEIR for the project so that the proposed project can be presented to the SFMTA for its consideration; now, therefore, be it

**RESOLVED**, That the San Francisco Municipal Transportation Agency Board of Directors adopts "The Center-running BRT with Right Side Boarding Platforms Single Median and Limited Left Turns" as the Locally Preferred Alternative for the Van Ness Bus Rapid Transit project; and, be it further

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of May 15, 2012.



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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

Print Form

# Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion, or Charter Amendment)
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [ ] inquires"
- 5. City Attorney request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Reactivate File No. [ ]
- 10. Question(s) submitted for Mayoral Appearance before the BOS on [ ]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission     Youth Commission     Ethics Commission
- Planning Commission     Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative Form.**

**Sponsor(s):**

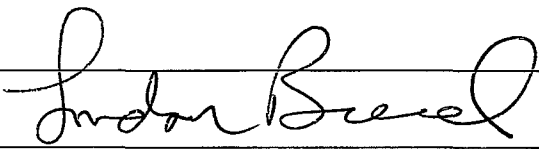
Supervisor Breed

**Subject:**

Van Ness BRT Construction Co-op Resolution

**The text is listed below or attached:**

[ ]

Signature of Sponsoring Supervisor: 

**For Clerk's Use Only:**



151232



December 9

3189



SFMTA  
Municipal  
Transportation  
Agency



San Francisco  
Water  
Power  
Sewer



# *Caltrans Cooperative Agreement*

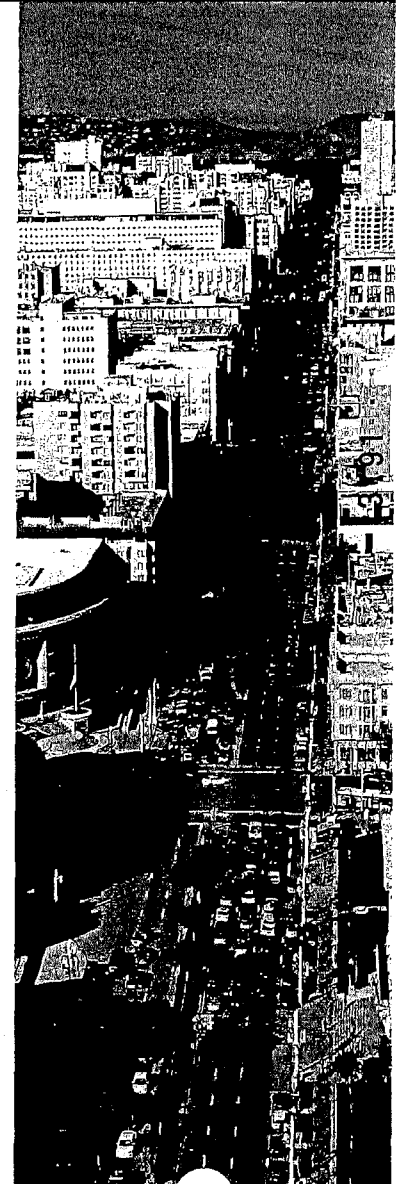
- Commits Caltrans to \$7.3M to be used for roadway repaving
- Delineates responsibilities between Caltrans and project partners
- Requirement for:
  - Caltrans Encroachment Permit
  - Federal Transit Administration's Small Starts Grant Agreement (SSGA) application



# *Project Overview*

## **Van Ness Corridor Transit Improvement Project includes:**

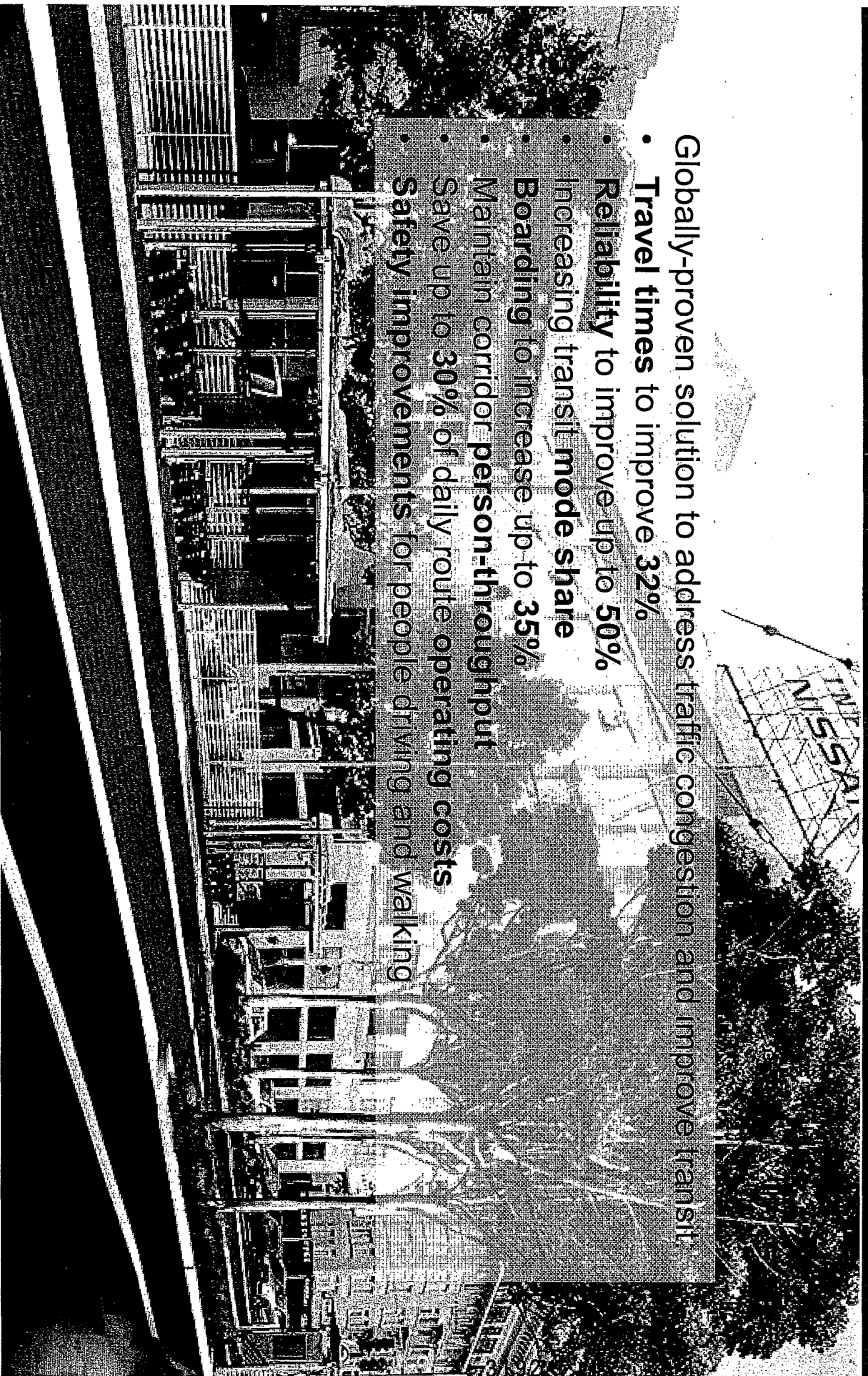
- **Transportation Modernization:**
  - San Francisco's first Bus Rapid Transit (BRT) system
  - Safety improvements for people walking
  - Traffic signal system replacement and upgrade
  - Overhead Contact System (OCS) replacement
- **Utility Maintenance and Repair:**
  - Repaving
  - Water, Sewer and Emergency Water Systems replacement
  - Streetlight pole replacement including new sidewalk lighting
  - New landscaping and rain gardens



# Transit Improvement Goals

Globally-proven solution to address traffic congestion and improve transit

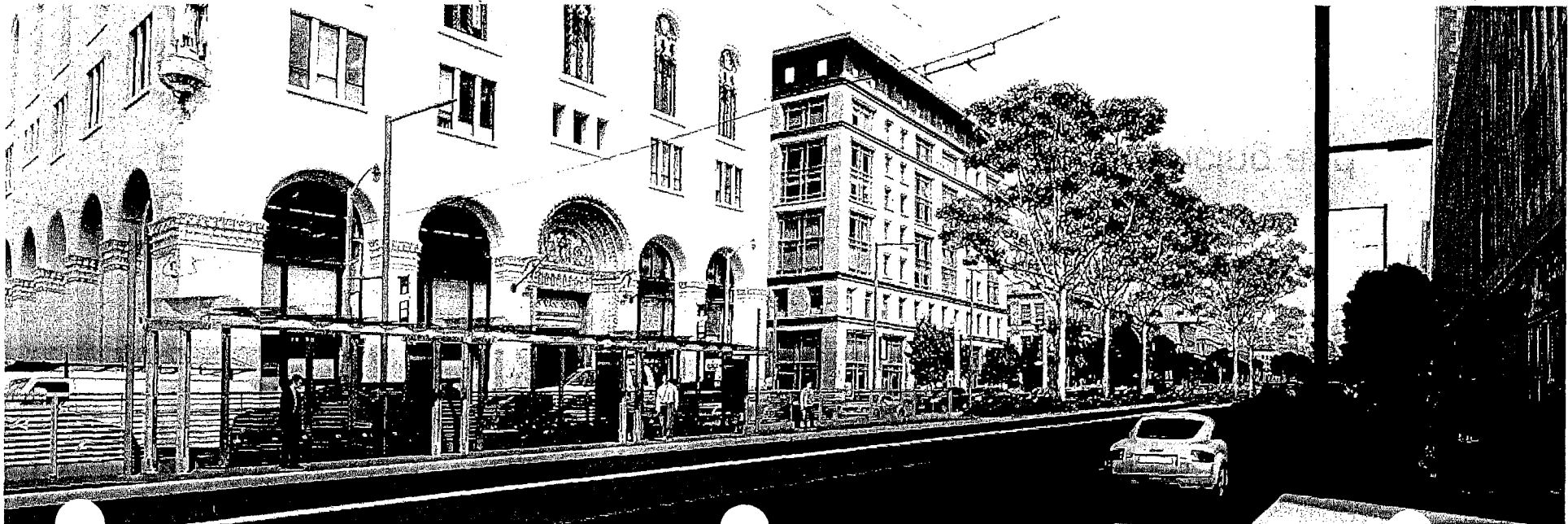
- **Travel times** to improve **32%**
- **Reliability** to improve up to **50%**
- **Increasing transit mode share**
- **Boarding** to increase up to **35%**
- **Maintain corridor person-throughput**
- **Save up to 30% of daily route operating costs**
- **Safety improvements** for people driving and walking



# *Project Delivery Method*

## Construction Manager/General Contractor (CM/GC) Delivery Method:

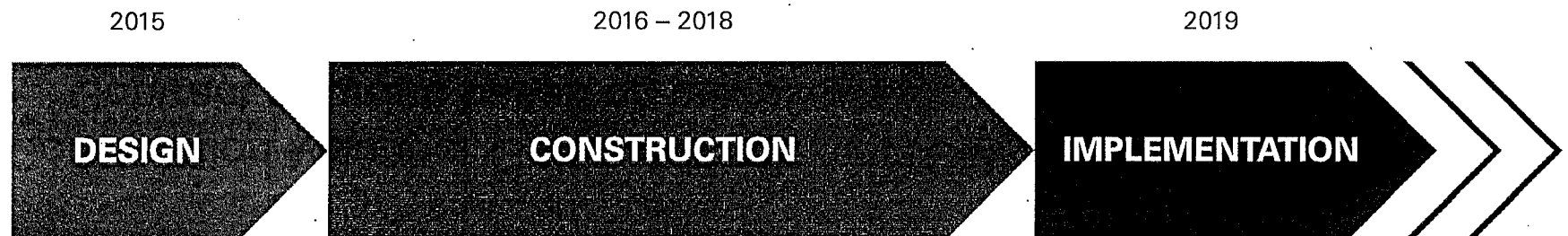
- Contract awarded based on mix of qualifications and price
- Involves contractor in completion of design work
- Reduces change orders during construction
- Identifies possible project savings in schedule and cost
- Negotiates “Guaranteed Maximum Price” (GMP)
- Allows contractor to interface earlier with community



# Project Schedule

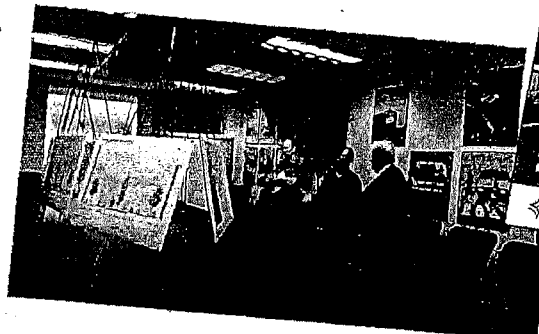
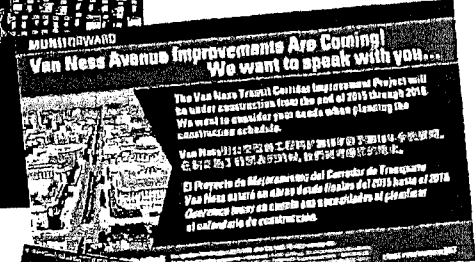
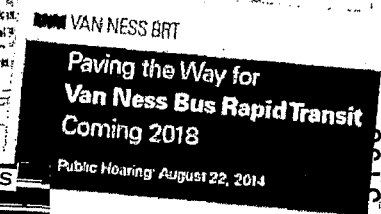
## Next Steps:

- Complete design
- Finalize traffic management plan, construction sequencing and schedule
- Negotiate guaranteed maximum price
- Amend contract for construction services
- Work with the residents and businesses to prepare for construction
- Groundbreaking early 2016



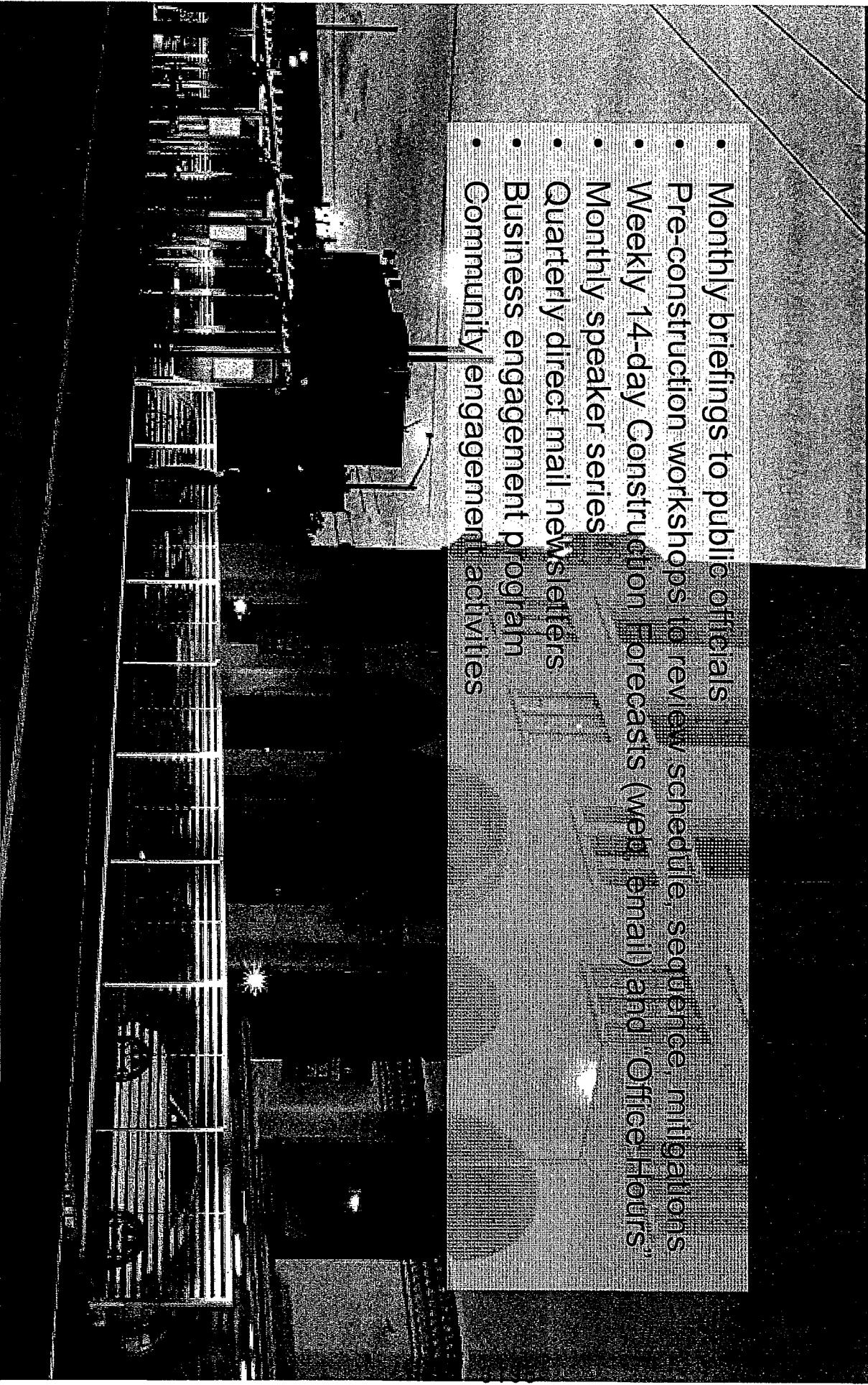
# Outreach Efforts

- Project-specific Community Advisory Committee, launching Business Advisory Committee in January
- Meetings with 37 community, merchant and stakeholder groups to present and discuss project information in 2015
- Public noticing and hearing outreach for utility box replacement and relocations, Tree Removal Hearing and Historic Preservation Commission Certificate of Appropriateness hearing
- Pre-construction surveys collected data from 85% project-facing business and residential properties
- Low-vision and blind wayfinding report
- Monthly project update emails
- Project hotline and email



# Construction Outreach

- Monthly briefings to public officials
- Pre-construction workshops to review schedule, sequence, mitigations
- Weekly 14-day Construction Forecasts (web, email) and "Office Hours"
- Monthly speaker series
- Quarterly direct mail newsletters
- Business engagement program
- Community engagement activities



# *Project Funding*

## Budget:

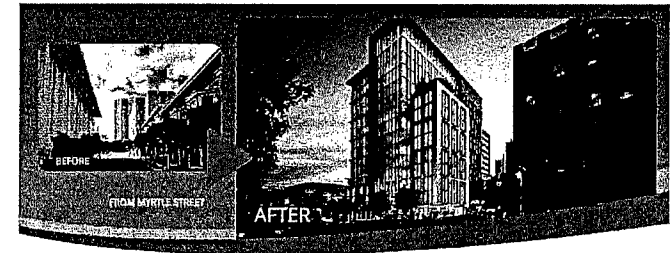
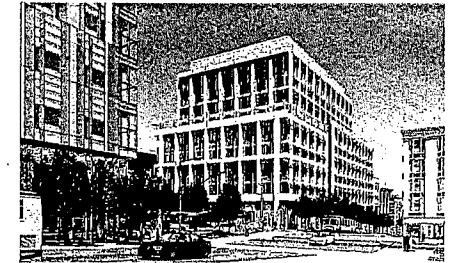
- Core project valued at \$162 million
- Total Van Ness Corridor Improvement valued at \$261 million

## Funding:

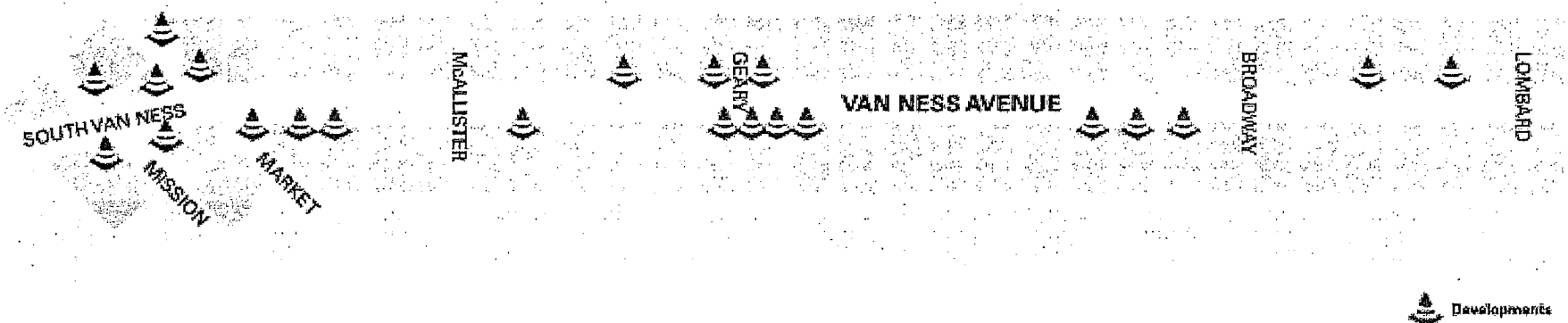
- Project fully funded through variety of sources:
  - FTA Small Starts
  - San Francisco Prop K funds
  - Developer contributions
  - Associated projects of Van Ness BRT funded by FTA Formula Funds, San Francisco Prop K funds, and regional and statewide sources

# Project Coordination

- Currently tracking 22 announced private developments on corridor
- Concurrent City projects include:
  - Polk Streetscape Project
  - Lombard Street resurfacing

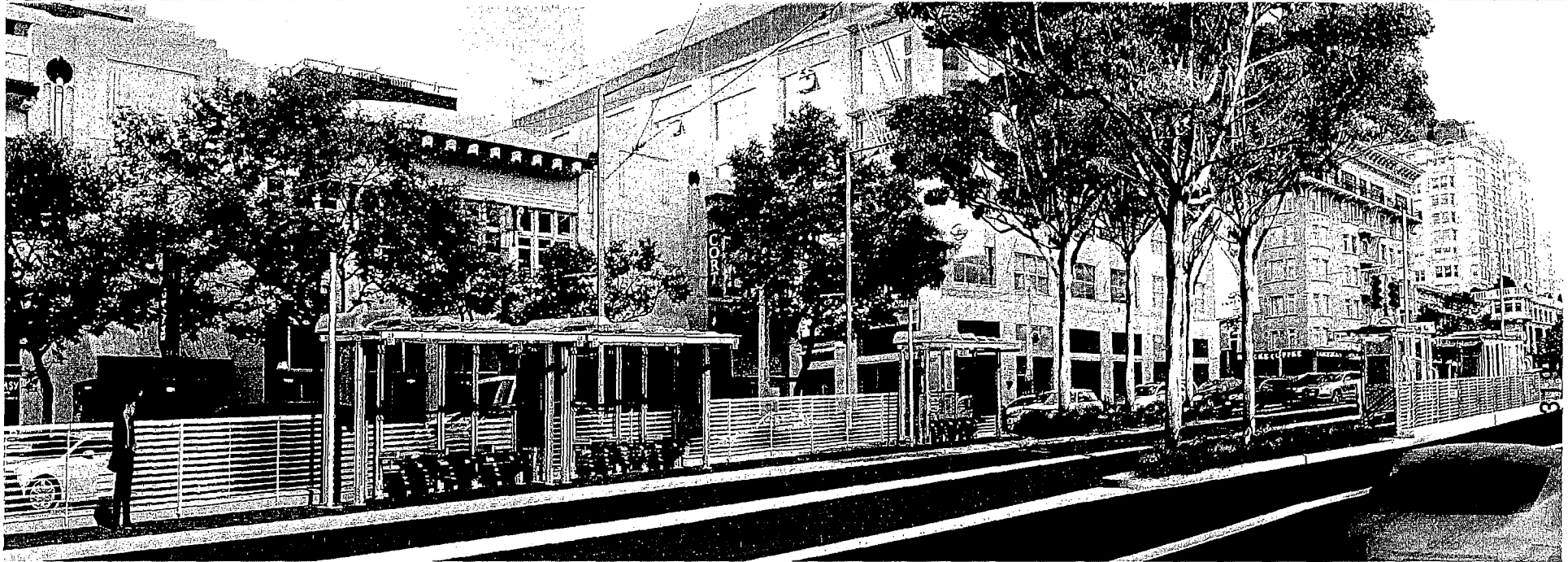


## PLANNED DEVELOPMENTS





# Thank you



VAN NESS  
CORRIDOR

TRANSIT  
IMPROVEMENT  
PROJECT

[sfmta.com/vanness](http://sfmta.com/vanness)



**SFMTA**  
Municipal  
Transportation  
Agency



San Francisco  
Water  
Power  
Sewer





SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. 15-171

WHEREAS, The goals of the Van Ness Transit Improvement Project (Project) are robust and stable ridership, efficient, effective and equitable transit service, neighborhood livability and community vitality, and links to a citywide rapid transit network; and,

WHEREAS, On May 15, 2012, the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors adopted Resolution No. 12-070, which identified and endorsed the Locally Approved Alternative (LPA) for the Project, "The Center-running BRT with Right Side Boarding Platforms Single Median and Limited Left Turns," for further analysis in the Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR); and,

WHEREAS, On November 8, 2012, Caltrans, the SFMTA, and the Transportation Authority executed Cooperative Agreement No. 04-2450, for pre-construction work (development of plans, specifications, estimates (PS&E) and right-of-way obligations) for the Project; and

WHEREAS, On September 10, 2013, the San Francisco County Transportation Authority (Authority) Board certified the Final EIS/EIR, including an amendment to include the Vallejo Northbound Station Variant as adequate, accurate and objective and reflecting the independent judgment of the SFCTA; and,

WHEREAS, On September 17, 2013, the SFMTA Board of Directors adopted Resolution No. 13-214, approving the Project, analyzed as the Locally Preferred Alternative in the Final EIS/EIR for the Project, including an amendment to include the Vallejo Northbound Station Variant in the approval of the LPA, and adopted the CEQA Findings and Statement of Overriding Considerations for the Final EIS/EIR; and,

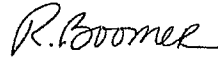
WHEREAS, The Project files, including the Final EIS/EIR and SFMTA Resolution No. 13-214, have been made available for review by the SFMTA and the public, and those files are part of the record before this Board; and,

WHEREAS, Since the adoption of the CEQA Findings and the approval of the Van Ness BRT Project, the SFCTA has prepared a memo to file dated July 15, 2014, titled "Van Ness Avenue Bus Rapid Transit Project – Environmental Compliance for the Proposed Parking Removal from Conceptual Engineering Report" (Memo to File), which concludes that the removal of eleven parking spaces more than assumed in the Van Ness BRT Project Final EIS/EIR, as proposed by SFMTA in its Conceptual Engineering Report, will not result in a new significant environmental impact due to parking loss; and

RESOLVED, That the SFMTA Board authorizes the Director of Transportation to approve any additions, amendments or other modifications to the Cooperative Agreement that the Director, in consultation with the City Attorney, determines is in the best interest of the SFMTA, do not materially increase the obligations or liabilities of the SFMTA or City, or materially decrease the public benefits accruing to the SFMTA, and are necessary or advisable to complete the transactions contemplated and effectuate the purpose and intent of this Resolution, such determination to be conclusively evidenced by the execution and delivery by the Director of Transportation of any such documents; and be it further

RESOLVED, That the SFMTA Board urges the Board of Supervisors to similarly approve the Cooperative Agreement.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of December 1, 2015.



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Secretary, Board of Directors  
San Francisco Municipal Transportation Agency

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. 14-164

WHEREAS, The San Francisco Municipal Transportation Agency has received a request, or identified a need for parking and traffic modifications associated with the Van Ness Corridor Transit Improvement Project under Items A through OO and Muni Forward 28 19<sup>th</sup> Avenue Service Improvement – North Terminal under item PP as follows:

- A. ESTABLISH – MUNI AND GOLDEN GATE TRANSIT ONLY LANE - South Van Ness Avenue, northbound and southbound, between Market Street and Mission Street; Van Ness Avenue, northbound and southbound, between Filbert Street and Market Street; and Van Ness Avenue, southbound, between Filbert Street and Lombard Street
  
- B. ESTABLISH – NO LEFT OR U-TURN ANYTIME - Van Ness Avenue, northbound, at Grove Street; Van Ness Avenue, northbound, at McAllister Street; Van Ness Avenue, northbound, at Eddy Street (this adds a no U-Turn to the existing No Left Turn regulation); Van Ness Avenue, northbound, at Ellis Street; Van Ness Avenue, northbound, at Sutter Street (this adds a no U-Turn to the existing No Left Turn regulation); Van Ness Avenue, northbound, at Pine Street; Van Ness Avenue, northbound, at California Street (this adds a no U-Turn to the existing No Left Turn regulation); Van Ness Avenue, northbound, at Jackson Street; Van Ness Avenue, northbound, at Pacific Avenue; Van Ness Avenue, northbound, at Broadway (this adds a no U-Turn to the existing No Left Turn regulation); Van Ness Avenue, northbound, at Vallejo Street (this adds a no U-Turn to the existing No Left Turn regulation); Van Ness Avenue, northbound, at Green Street; Van Ness Avenue, northbound, at Filbert Street (this adds a no U-Turn to the existing No Left Turn regulation); Van Ness Avenue, northbound, at Greenwich Street (this adds a no U-Turn to the existing No Left Turn regulation); Van Ness Avenue, southbound, at Fell Street; Van Ness Avenue, southbound, at Grove Street; Van Ness Avenue, southbound, at McAllister Street; Van Ness Avenue, southbound, at Eddy Street; Van Ness Avenue, southbound, at Bush Street; Van Ness Avenue, southbound, at Pacific Avenue (this adds a no U-Turn to the existing No Left Turn regulation); Van Ness Avenue, southbound, at Vallejo Street (this adds a no U-Turn to the existing No Left Turn regulation); Van Ness Avenue, southbound, at Green Street (this adds a no U-Turn to the existing No Left Turn regulation); Van Ness Avenue, southbound, at Filbert Street; and Van Ness Avenue, southbound, at Greenwich Street (this adds a no U-Turn to the existing No Left Turn regulation)
  
- C. RESCIND – NO LEFT TURN EXCEPT BUSES - Van Ness Avenue, southbound, at Post Street
  
- D. RESCIND – NO LEFT TURN BUSES EXEMPT - Van Ness Avenue, southbound, at California Street
  
- E. ESTABLISH – NO LEFT TURN OR U-TURN EXCEPT MUNI - Van Ness Avenue, northbound and southbound, at Market Street (this adds a No U-Turn Except Muni to the existing No Left Turn Except Muni regulation); Van Ness Avenue, northbound, at Hayes Street; Van Ness Avenue, northbound, at Turk Street; Van Ness Avenue, northbound, at Geary Street; Van Ness

Avenue, northbound, at Sacramento Street; Van Ness Avenue, northbound, at Union Street; Van Ness Avenue, southbound, at Union Street; Van Ness Avenue, southbound, at Washington Street; Van Ness Avenue, southbound, at Clay Street; Van Ness Avenue, southbound, at California Street; Van Ness Avenue, southbound, at Post Street; and Van Ness Avenue, southbound, at O'Farrell Street

- F. ESTABLISH – NO LEFT TURN OR U-TURN EXCEPT MUNI AND GOLDEN GATE TRANSIT - Van Ness Avenue, southbound, at Golden Gate Avenue
- G. ESTABLISH – NO RIGHT TURN ON RED ARROW - South Van Ness Avenue, southbound, at Mission/Otis Street; Van Ness Avenue, northbound, at Post Street; Van Ness Avenue, southbound, at Pine Street; Van Ness Avenue, northbound, at California Street; Van Ness Avenue, southbound, at Jackson Street; Van Ness Avenue, northbound, at Pacific Avenue; Van Ness Avenue, northbound, at Broadway; Van Ness Avenue, northbound, at Vallejo Street; and Van Ness Avenue, northbound, at Green Street
- H. RESCIND – TOW-AWAY NO STOPPING ANY TIME - Van Ness Avenue, east side, from Fell Street to Hayes Street (establishes 10 metered parking spaces); and Van Ness Avenue, east side, from 30 feet to 124 feet north of Hayes Street (establishes three metered parking spaces)
- I. ESTABLISH – TOW-AWAY NO STOPPING ANYTIME - South Van Ness Avenue, west side, from 12<sup>th</sup> Street to 308 feet northerly (rescinds metered parking spaces #16, #18, #22, #24, #26, #32, #34, and #36); South Van Ness Avenue, east side, from 92 feet to 226 feet south of Market Street (rescinds the 30-foot white zone and metered parking spaces #15, #17, #19, #21 and #23); Van Ness Avenue, east side, from Market Street to 172 feet northerly; Van Ness Avenue, east side, from McAllister Street to 194 feet southerly (rescinds a 18-foot blue zone [new blue zone located middle of block] and metered parking spaces #8, #10, #12 and #14); Van Ness Avenue, west side, from McAllister Street to 192 feet northerly (rescinds Van Pool and metered parking spaces #5, #7, #9, #11, #13, #15, #17, #19, #21, #23, and #25); Van Ness Avenue, east side, from Eddy Street to 210 feet southerly (rescinds metered parking spaces #712-Q [15-minute green metered zone], #714, #716, #718, #720, #722, #724, and #726); Van Ness Avenue, west side, from Eddy Street to Willow Street (rescinds metered parking spaces #801, #811, #813, #815); Van Ness Avenue, west side, from Willow Street to 46 feet northerly (rescinds metered parking spaces #821, #823, and #825); Van Ness Avenue, east side, from Geary to O'Farrell Streets (rescinds passenger loading and bus zone); Van Ness Avenue, east side, from Geary Street to 53 feet northerly (rescinds yellow loading zones); Van Ness Avenue, east side, from Bush Street to Fern Street (rescinds yellow metered parking spaces #1322 and #1324 and metered parking spaces #1326 and 1330-G[green zone]); Van Ness Avenue, east side, from Fern Street to 68 feet southerly (the white zone will be relocated to just north of the corner sidewalk widening); Van Ness Avenue, west side, from Fern Street to Sutter Street (rescinds metered parking spaces #1303, #1305G, #1307-G [green zone], #1309, and #1311); Van Ness Avenue, west side, from Fern Street to 59 feet northerly (rescinds green metered parking spaces #1319-G and #1323-G); Van Ness Avenue, west side, from 156 feet to 224 feet north of Sacramento Street (rescinds metered parking spaces #1721, #1723, and #1725); Van Ness Avenue, east side, from Clay Street to 220 feet southerly (rescinds metered parking spaces #1704, #1708, #1710, #1712, #1714, #1716-G [green zone], #1718, #1720, #1724 and #1726); Van Ness Avenue, west side, from Jackson Street to 212 feet northerly (rescinds metered parking spaces #2001, #2003, #2005,

#2009, #2011, 2013, #2021, and #2023); Van Ness Avenue, east side, from Pacific Avenue to 212 feet southerly (rescinds metered parking spaces #2018, #2020, #2022, #2024, and #2028); Van Ness Avenue, west side, from Broadway to 38 feet southerly (rescinds metered parking spaces #2127 and #2131); Van Ness Avenue, east side, from Broadway to 126 feet southerly (rescinds metered parking spaces #2116, #2118, #2122, #2124, #2126 and #2130); Van Ness Avenue, west side, from Broadway to Vallejo Street (rescinds white zone for shuttle loading, passenger loading zone, and bus zone); Van Ness Avenue, east side, from Broadway to Vallejo Street; Van Ness Avenue, west side, from Green Street to 131 feet northerly; Van Ness Avenue, east side, from Green Street to Vallejo Street (rescinds metered parking spaces #2304 and #2306); Van Ness Avenue, east side, from 112 feet to 207 feet south of Union Street; Van Ness Avenue, west side, from Union to 185 feet northerly (rescinds green zone, which will be relocated on the block and bus zone); and Van Ness Avenue, west side, from Greenwich Street to Lombard Street

- J. ESTABLISH – TOW-AWAY NO PARKING ANYTIME - Van Ness Avenue, west side, from Broadway to Vallejo Street (rescinds white zone for shuttle loading and an 18-foot long passenger loading zone during business hours)
- K. ESTABLISH – NO PARKING ANYTIME - Van Ness Avenue, west side, from 10 feet to 30 feet north of Fell Street (extends the existing corner sidewalk widening length by 20 feet); Van Ness Avenue, west side, from 10 feet to 30 feet south of Fell Street (this extends the existing corner sidewalk widening length by 20 feet); Van Ness Avenue, east side, from Fell Street to 30 feet northerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, west side, from 5 feet 28 feet north of Hayes Street (extends the existing corner sidewalk widening length by 23 feet); Van Ness Avenue, west side, from Hayes Street to 30 feet southerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, east side, from Hayes Street to 30 feet northerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, east side, from Hayes Street to 25 feet southerly (rescinds metered parking 228-G); Van Ness Avenue, west side, from Grove Street to 30 feet southerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, east side, from Grove Street to 25 feet northerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, east side, from 5 feet to 25 feet south of Grove Street (extends the existing corner sidewalk widening length by 20 feet); Van Ness Avenue, east side, from McAllister Street to 25 feet northerly (rescinds two yellow metered parking spaces, #502 and #504); Van Ness Avenue, west side, from Golden Gate Avenue to 30 feet southerly (existing blue zone is moved south of the corner sidewalk widening); Van Ness Avenue, west side, from 5 feet to 30 feet north of Golden Gate Avenue (extends the existing corner sidewalk widening length by 25 feet and rescinds metered space #603); Van Ness Avenue, east side, from 20 feet to 30 feet south of Golden Gate Avenue (extends the existing corner sidewalk widening length by 10 feet and rescinds metered space #528); Van Ness Avenue, east side, from Golden Gate Avenue to 30 feet northerly (for 6-foot wide corner sidewalk widening, rescinds metered parking #604); Van Ness Avenue, west side, from Turk Street to 30 feet southerly (for 6-foot wide corner sidewalk widening, rescinds metered parking space #627); Van Ness Avenue, west side, from Turk Street to 30 feet northerly (for 6-foot wide corner sidewalk widening, rescinds metered parking space #701); Van Ness Avenue, east side, from 13 feet to 30 feet south of Turk (extends the existing corner sidewalk widening length by 17 feet and rescinds metered parking space #630); Van Ness Avenue, east side, from Turk Street to 30 feet northerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, west side, from Eddy Street to 25 feet southerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, east side, from Eddy Street to 30 feet northerly (for 6-foot wide

corner sidewalk widening); Van Ness Avenue, west side, from Ellis Street to 30 feet southerly (for 6-foot wide corner sidewalk widening, rescinds metered parking spaces #829 and #831); Van Ness Avenue, west side, from 12 feet to 30 feet north of Ellis Street (extends the existing corner sidewalk widening length by 18 feet and rescinds metered parking space #903); Van Ness Avenue, east side, from 15 feet to 30 feet south of Ellis Street (extends the corner sidewalk widening length by 15 feet and rescinds metered parking space #830); Van Ness Avenue, east side, from Ellis Street to 30 feet northerly (for 6-foot wide corner sidewalk widening, rescinds metered parking spaces #902 and #904); Van Ness Avenue, east side, from 40 feet to 47 feet south of Cedar (extends the existing corner sidewalk widening length by 7 feet); Van Ness Avenue, west side, from 10 feet to 30 feet north of Post Street (extends the existing corner sidewalk widening length by 20 feet and rescinds green metered parking space #1203); Van Ness Avenue, east side, from 10 feet to 30 feet south of Post Street (extends the existing corner sidewalk widening length by 20 feet); Van Ness Avenue, east side, from Post Street to 30 feet northerly (for 6-foot wide corner sidewalk widening, rescinds metered parking space #1202); Van Ness Avenue, east side, from 10 feet to 30 feet south of Sutter Street (extends the existing corner sidewalk widening length by 20 feet and rescinds metered parking space #1230); Van Ness Avenue, west side, from Sutter Street to 30 feet southerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, east side, from Sutter Street to 30 feet northerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, west side, from Bush Street to 30 feet southerly (for 6-foot wide corner sidewalk widening, rescinds a white zone); Van Ness Avenue, west side, from 16 feet to 30 feet north of Bush Street (extends the existing corner sidewalk widening length by 14 feet and rescinds a 20-foot white zone); Van Ness Avenue, east side, from Bush Street to 30 feet northerly (for 6-foot wide corner sidewalk widening, rescinds green metered parking space #1404-G); Van Ness Avenue, west side, from Pine Street to 30 feet southerly (for 6-foot wide corner sidewalk widening, rescinds metered parking spaces #1425 and #1427); Van Ness Avenue, east side, from 10 feet to 30 feet south of Pine Street (this extends the existing corner sidewalk widening length by 20 feet and rescinds metered parking space #1430); Van Ness Avenue, east side, from Pine Street to 30 feet northerly (for 6-foot wide corner sidewalk widening, rescinds 27 feet of a 65-foot long white zone for taxis; 3 feet is existing red zone); Van Ness Avenue, west side, from California Street to 30 feet southerly (for 6-foot wide corner sidewalk widening, rescinds metered parking spaces #1527 and #1529-G [green zone]); Van Ness Avenue, west side, from 8 feet to 30 feet north of California Street (extends the existing corner sidewalk widening length by 22 feet and rescinds white zone metered parking space #1605); Van Ness Avenue, east side, from 5 feet to 30 feet south of California Street (extends the existing corner sidewalk widening length by 25 feet and rescinds metered parking space #1528); Van Ness Avenue, east side, from California Street to 30 feet northerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, east side, from 5 feet to 25 feet south of Sacramento Street (extends the existing corner sidewalk widening length by 20 feet and rescinds metered parking space #1626); Van Ness Avenue, east side, from Sacramento Street to 30 feet northerly (moves existing blue zone north of the corner sidewalk widening and metered parking space #1704); Van Ness Avenue, west side, from Clay Street to 25 feet southerly (for 6-foot wide corner sidewalk widening, rescinds metered parking spaces #1725 and #1727); Van Ness Avenue, west side, from 5 feet to 25 feet north of Clay Street (this extends the existing corner sidewalk widening length by 20 feet and rescinds metered parking space #1803); Van Ness Avenue, west side, from Washington Street to 25 feet southerly (for 6-foot wide corner sidewalk widening, rescinds 11 feet of white zone); Van Ness Avenue, west side, from Washington Street to 30 feet northerly (for 6-foot wide corner sidewalk widening, rescinds metered parking spaces #1901 and #1903); Van



Ness Avenue, east side, from Washington Street to 30 feet northerly (for 6-foot wide corner sidewalk widening, rescinds metered parking spaces #1902-G [green zone] and #1904); Van Ness Avenue, east side, from Jackson Street to 30 feet southerly (for 6-foot wide corner sidewalk widening, rescinds metered parking space #1926); Van Ness Avenue, east side, from Jackson Street to 25 feet northerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, west side, from Pacific Avenue to 25 feet southerly (for 6-foot wide corner sidewalk widening, rescinds metered parking space #2025); Van Ness Avenue, east side, from Pacific Avenue to 25 feet northerly (for 6-foot wide corner sidewalk widening, rescinds metered parking space #2102); Van Ness Avenue, east side, from Green Street to 30 feet northerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, west side, from Union Street to 25 feet southerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, west side, from Filbert Street to 25 feet southerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, east side, from Filbert Street to 25 feet northerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, east side, from Greenwich Street to 25 feet northerly (for 6-foot wide corner sidewalk widening); Van Ness Avenue, west side, from Green Street to 25 feet southerly (for 4-foot wide corner sidewalk widening); and Grove Street, north side, from Van Ness Avenue to 17 feet easterly (for 13-foot wide corner sidewalk widening, rescinds two angled metered parking spaces, #92 and #93)

- L. RESCIND – GREEN METERED ZONE, 30-MINUTE TIME LIMIT, 9 AM TO 6 PM, MONDAY THROUGH SATURDAY - Van Ness Avenue, east side, from 29 feet to 51 feet south of Hayes Street (reverts to 2-hour time limit for metered parking space #228); Van Ness Avenue, west side, from 38 feet to 58 feet north of Post Street (reverts to 2-hour time limit for metered parking space #1207); Van Ness Avenue, east side, from 7 feet to 21 feet south of Hemlock Street (reverts to 2-hour time limit for metered parking space #1212); Van Ness Avenue, east side, from 34 feet to 56 feet north of Bush Street (reverts to 2-hour time limit for metered parking space #1406); Van Ness Avenue, west side, from 3 feet to 25 feet south of California Street (reverts to 2-hour time limit for metered parking space #1529); Van Ness Avenue, east side, from 40 feet to 62 feet south of Jackson Street (green metered zones will be re-established next together on the block); and Van Ness Avenue, east side, from 104 feet to 124 feet south of Jackson Street (green metered zones will be re-established next together on the block)
- M. RESCIND – GREEN ZONE, 10-MINUTE TIME LIMIT, 9 AM TO 6 PM, MONDAY THROUGH SATURDAY - Van Ness Avenue, west side, from 17 feet to 35 feet north of Vallejo Street; Van Ness Avenue, west side, from 140 feet to 160 feet north of Union Street; and Van Ness Avenue, west side, from 130 feet to 149 feet south of Lombard Street
- N. ESTABLISH – GREEN METERED ZONE, 30-MINUTE TIME LIMIT, 9 AM TO 6 PM, MONDAY THROUGH SATURDAY - Van Ness Avenue, east side, from 74 feet to 94 feet north of Hayes Street; Van Ness Avenue, west side, from 66 feet to 106 feet south of Sutter Street (establishes two 20-foot long metered green zones); Van Ness Avenue, east side, from 44 feet to 84 feet south of Pine Street (establishes two 20-foot long green metered zones); and Van Ness Avenue, east side, from 92 feet to 132 feet south of Jackson Street (establishes two 20-foot long green metered zones)
- O. ESTABLISH – GREEN METERED ZONE, 30-MINUTE TIME LIMIT, 10 AM TO 6 PM, MONDAY THROUGH SATURDAY - Van Ness Avenue, east side, from 150 feet north of California Street to 180 feet northerly (green metered parking space start time is at 10 AM instead

of 9 AM due to shuttle bus zone)

- P. ESTABLISH – GREEN METERED ZONE, 15-MINUTE TIME LIMIT, 9 AM TO 6 PM, MONDAY THROUGH SATURDAY- Fern Street, south side, from 8 feet to 40 feet east of Van Ness Avenue (converts metered parking spaces #139 and #143 to a green metered zone); Van Ness Avenue, east side, from 30 feet to 48 feet north of Turk Street; and Vallejo Street, north side, from 33 feet to 55 feet west of Van Ness Avenue (converts metered parking space #1604 to a green metered zone)
- Q. ESTABLISH – GREEN ZONE, 10-MINUTE TIME LIMIT, 9 AM TO 6 PM, MONDAY THROUGH SATURDAY - Van Ness Avenue, west side, from 68 feet to 88 feet south of Filbert Street
- R. RESCIND – PASSENGER LOADING ZONE AT ALL TIMES - Van Ness Avenue, east side, from 53 feet to 107 feet south of Geary Street
- S. RESCIND – PASSENGER LOADING ZONE DURING BUSINESS HOURS - Van Ness Avenue, east side, from 92 feet to 122 feet south of Market Street
- T. RESCIND – PASSENGER LOADING ZONE, 9 AM TO 6 PM, MONDAY THROUGH FRIDAY; 9 AM TO 2 PM SATURDAY - Van Ness Avenue, west side, from 72 feet to 92 feet south of Vallejo Street
- U. RESCIND – SHUTTLE BUS LOADING ZONE, 7 AM TO 12 MIDNIGHT, MONDAY THROUGH SATURDAY - Van Ness Avenue, west side, from 139 feet to 179 feet south of Vallejo Street
- V. RESCIND – PASSENGER LOADING ZONE, 7:30 AM TO 3:30 PM, MONDAY THROUGH FRIDAY; 7:30 AM TO 12:30 PM, SUNDAY - Van Ness Avenue, east side, from 21 feet to 46 feet south of Clay Street
- W. RESCIND – PASSENGER LOADING ZONE, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY; 9 AM TO 4 PM, SATURDAY - Van Ness Avenue, west side, from 35 feet to 65 feet north of Vallejo Street
- X. RESCIND – TAXI LOADING ZONE - Van Ness Avenue, west side, from 21 feet to 51 feet south of Lombard Street
- Y. RESCIND – PASSENGER LOADING ZONE AT ALL TIMES - Van Ness Avenue, west side, from 51 feet to 109 feet south of Lombard Street
- Z. ESTABLISH – PASSENGER LOADING ZONE AT ALL TIMES - Van Ness Avenue, west side, from 132 feet to 172 feet south of McAllister Street; Van Ness Avenue, east side, from 160 feet to 180 feet north of Pine Street; Alice B. Toklas Street (Myrtle Street), south side, from 24 feet to 88 feet east of Van Ness Avenue (the existing green metered parking space #137 will be rescinded); and Lombard Street, south side, from 57 feet to 80 feet (for a 23-foot long zone) and 144 feet to 186 feet (for a 42-foot long zone) west of Van Ness

- AA. ESTABLISH – PASSENGER LOADING ZONE DURING BUSINESS HOURS - Van Ness Avenue, east side, from 284 feet to 302 feet south of Market Street; Van Ness Avenue, west side, from 36 feet to 56 feet south of Bush Street; and Van Ness Avenue, east side, from 38 feet to 58 feet north of Sutter Street
- BB. ESTABLISH – PASSENGER LOADING ZONE, 8 AM TO 6 PM, MONDAY THROUGH FRIDAY; 9 AM TO 4 PM, SATURDAY - Vallejo Street, north side, from 55 feet to 77 feet west of Van Ness Avenue
- CC. EXPAND HOURS – PASSENGER LOADING ZONE, 9 AM TO 5 PM, MONDAY THROUGH FRIDAY AND 9 AM TO 2 PM, SATURDAY - Vallejo Street, south side, from 8 feet to 28 feet west of Van Ness Avenue (the existing passenger loading zone regulation, Daily from 5PM TO 10PM remains)
- DD. ESTABLISH – PASSENGER LOADING ZONE 11:30 AM TO 2:30 PM AND 5 PM TO 10 PM MON TO SAT AND 5 PM TO 10 PM SUN - Van Ness, east side, from 48 feet to 68 feet north of Green Street (existing passenger loading zone will be shifted southerly due to the Union Street center bus boarding platform)
- EE. ESTABLISH – SHUTTLE BUS LOADING ZONE, 7 AM TO 12 MIDNIGHT, MONDAY THROUGH SATURDAY - Van Ness Avenue, west side, from 38 feet to 91 feet south of Broadway
- FF. ESTABLISH – TAXI LOADING ZONE - Lombard Street, south side, from 35 feet to 57 feet west of Van Ness Avenue
- GG. RESCIND – YELLOW METERED LOADING ZONE, 30-MINUTE TIME LIMIT, 9 AM TO 1 PM, MONDAY THROUGH SATURDAY - Van Ness Avenue, east side, from 18 feet to 46 feet north of Geary Street
- HH. RESCIND – YELLOW METERED LOADING ZONE, 30-MINUTE TIME LIMIT, 7 AM TO 6 PM, MONDAY THROUGH FRIDAY - Van Ness Avenue, east side, from 46 feet to 73 feet north of Geary Street
- II. ESTABLISH – YELLOW ZONE, 30-MINUTE TIME LIMIT, 9 AM TO 6 PM, MONDAY THROUGH SATURDAY - Van Ness Avenue, east side, from 108 feet to 148 feet south of Filbert Street
- JJ. RESCIND – BLUE ZONE, 6 PM TO 11 PM, DAILY - Van Ness Avenue, west side, from 27 feet to 68 feet north of McAllister Street (rescinds 2 blue parking spaces #5 and #7)
- KK. ESTABLISH – BLUE ZONE - Van Ness Avenue, east side, from 274 feet to 294 feet south of McAllister Street; Van Ness Avenue, west side, from 112 feet to 132 feet south of McAllister Street (this shifts the existing blue zone north of the existing white zone); and Van Ness Avenue, west side, from 30 feet to 80 feet south of Golden Gate Avenue

LL. RESCIND – BUS ZONE- South Van Ness Avenue, east side, from Mission Street to 100 feet northerly (establishes four metered parking spaces); Van Ness Avenue, east side, from Market Street to 120 feet northerly; Van Ness Avenue, east side, from McAllister Street to 95 feet southerly; Van Ness Avenue, east side, from Turk Street to 80 feet northerly (establishes two metered parking spaces); Van Ness Avenue, west side, from Eddy Street to 110 feet southerly (establishes four metered parking spaces); Van Ness Avenue, east side, from Eddy Street to 75 feet northerly (establishes two metered parking spaces); Van Ness Avenue, west side, from O’Farrell Street to 75 feet southerly (establishes two metered parking spaces and corner sidewalk widening); Van Ness Avenue, east side, from O’Farrell Street to 80 feet northerly; Van Ness, west side, from Geary Street to 93 feet northerly (establishes four metered parking spaces); Van Ness Avenue, east side, from Cedar Street to 60 feet southerly; Van Ness Avenue, west side, from Sutter Street to 120 feet southerly (establishes four metered parking spaces and corner sidewalk widening); Van Ness Avenue, east side, from Sutter Street to 90 feet northerly (establishes one metered parking space and corner sidewalk widening); Van Ness Avenue, west side, from Pine Street to 85 feet northerly; Van Ness Avenue, east side, from Clay Street to 65 feet northerly (establishes three metered parking spaces); Van Ness Avenue, west side, from Jackson Street to 100 feet southerly (establishes four metered parking spaces); Van Ness Avenue, east side, from Jackson Street to 75 feet northerly (establishes one metered parking space and corner sidewalk widening); Van Ness Avenue, west side, from Pacific Street to 95 feet northerly (establishes four metered parking spaces); Van Ness Avenue, east side, from Broadway Street to 80 feet northerly; Van Ness Avenue, west side, from Vallejo Street to 75 feet southerly; Van Ness Avenue, west side, from Union Street to 75 feet northerly; Van Ness Avenue, west side, from Greenwich to 85 feet southerly (establishes three parking spaces); and Van Ness Avenue, east side, from Greenwich Street to 75 feet northerly (establishes two parking spaces and corner sidewalk widening)

MM. ESTABLISH – CENTER BUS BOARDING PLATFORMS - Van Ness Avenue, from Market Street to 142 feet northerly (for southbound direction); Van Ness Avenue, from Market Street to 141 feet southerly (for northbound direction); Van Ness Avenue, from McAllister Street to 151 feet northerly (for southbound direction); Van Ness Avenue, from McAllister Street to 133 feet southerly (for northbound direction); Van Ness Avenue, from Eddy Street to 178 feet northerly (for southbound direction); Van Ness Avenue, from Eddy Street to 131 feet to southerly (for northbound direction); Van Ness Avenue, between O’Farrell Street and Geary Street (for northbound direction); Van Ness Avenue, between O’Farrell Street and Geary Street (for southbound direction); Van Ness Avenue, from Bush Street to 136 feet southerly; Van Ness Avenue, from Sutter Street to 141 feet northerly; Van Ness Avenue, from Sacramento Street to 144 feet northerly; Van Ness Avenue, from Clay Street to 133 feet southerly; Van Ness Avenue, from Jackson Street to 130 feet northerly; Van Ness Avenue, from Pacific Avenue to 145 feet southerly; Van Ness Avenue, east side, from Vallejo Street to 129 feet northerly (for northbound direction); Van Ness Avenue, west side, from Vallejo Street to 131 feet northerly (for southbound direction); Van Ness Avenue, from Union Street to 148 feet southerly (for northbound direction); and Van Ness Avenue, from Union Street to 133 feet northerly (for southbound direction)

NN. ESTABLISH – RIGHT LANE MUST TURN RIGHT - South Van Ness Avenue, west side, from 12<sup>th</sup> Street (newly re-aligned 12<sup>th</sup> Street) to Otis Street

OO. ESTABLISH – RIGHT TURN LANE - Van Ness Avenue, west side, from 20 feet to 150 feet north of Market Street (extends existing right turn lane by 130 feet); and Van Ness Avenue, west side, from Pine Street to 100 feet northerly

PP. ESTABLISH – BUS ZONE - Van Ness, east side, from 100 feet to 179 feet north of Bay Street (extends existing bus zone by 79 feet); and Van Ness, east side, from North Point Street to 54 feet southerly (for a 54-foot bus zone)

WHEREAS, On September 10, 2013, the San Francisco County Transportation Authority (SFCTA) Board, as lead agency under the California Environmental Quality Act (CEQA), adopted Resolution No. 14-18, in which it certified the Final Environmental Impact Statement/Environmental Impact Report (Van Ness BRT Project Final EIS/EIR), adopted findings under CEQA, and approved the locally preferred alternative with the Vallejo North Station Variant for the Van Ness Corridor Transit Improvement Project (also referred to as the Van Ness Bus Rapid Transit (BRT) Project); and,

WHEREAS, On September 17, 2013, the San Francisco Municipal Transportation Agency (SFMTA) Board, acting as a responsible agency under CEQA, adopted Resolution No. 13-214, in which it considered the Van Ness BRT Project Final EIS/EIR, adopted findings under CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code (Van Ness BRT Project CEQA Findings), including a statement of overriding considerations and a Mitigation Monitoring and Reporting Program (MMRP), and approved the locally preferred alternative with the Vallejo North Station Variant for the Van Ness Corridor Transit Improvement Project, which Resolution and Van Ness BRT Project CEQA Findings, including the statement of overriding considerations, and MMRP, are on file with the Secretary to the SFMTA Board of Directors and are incorporated in this Resolution by this reference; and,

WHEREAS, As part of SFMTA Board Resolution No.13-214, the SFMTA Board authorized the Director of Transportation to direct staff to continue with obtaining necessary approvals and to carry out the actions to implement the Van Ness Corridor Transit Improvement Project; and,

WHEREAS, On December 20, 2013 the Federal Transit Administration issued a Record of Decision (ROD) for the Van Ness Avenue Corridor Improvement Project, determining that the requirements of the National Environmental Policy Act (NEPA) have been met through the Final Environmental Impact Statement (EIS) document and process; and,

WHEREAS, A copy of the Federal Transit Administration's ROD is on file with the Secretary to the SFMTA Board of Directors; and,

WHEREAS, Since the certification of the Van Ness BRT Project Final EIS/EIR, adoption of the Van Ness BRT Project CEQA Findings, and approval of the Van Ness Corridor Transit Improvement Project, the SFCTA prepared a memo to file dated July 15, 2014, titled "Van Ness Avenue Bus Rapid Transit Project – Environmental Compliance for the Proposed Parking Removal from Conceptual Engineering Report" (Memo to File), which concludes that the removal of eleven parking spaces more than assumed in the Van Ness BRT Project Final EIS/EIR, as proposed by SFMTA in the Conceptual Engineering Report, will not result new significant environmental impact due to parking loss; a copy of which is on file with the Secretary to the SFMTA Board of Directors

and incorporated in this Resolution by this reference; and,

WHEREAS, The proposed parking and traffic legislation under items A through OO is within the scope of the project analyzed in the Van Ness BRT Project Final EIS/EIR; and,

WHEREAS, The SFCTA staff has made documents related to the Van Ness BRT Project Final EIS/EIR, including the Memo to File available to the SFMTA and the public, and these files are part of the record before the SFMTA; and,

WHEREAS, The public has been notified about the proposed modifications and has been given the opportunity to comment on those modifications through the public hearing process;

WHEREAS, The Muni Forward 28 19<sup>th</sup> Avenue Service Improvement – North Terminal was analyzed in the Transit Effectiveness Project Final Environmental Impact Report (TEP FEIR) certified by the San Francisco Planning Commission in Motion No. 19105 on March 27, 2014; and,

WHEREAS, By SFMTA Resolution No. 14-041, which is on file with the Secretary to the SFMTA Board of Directors and incorporated in this Resolution by reference, the SFMTA Board of Directors approved the TEP project, including the proposal described herein as the Muni Forward 28 19th Avenue Service Improvement —North Terminal; and,

WHEREAS, As part of the Resolution No. 14-041, the SFMTA Board of Directors adopted approval findings under CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code (TEP CEQA Findings), including a statement of overriding considerations and a MMRP, which TEP CEQA Findings, including the statement of overriding considerations and MMRP, are on file with the Secretary to the SFMTA Board of Directors and are incorporated in this Resolution by reference; and,

WHEREAS, The public has been notified about the proposed modifications and has been given the opportunity to comment on those modifications through the public hearing process; now, therefore, be it

RESOLVED, That the SFMTA Board of Directors has considered the Van Ness BRT Project Final EIS/EIR, the TEP Final EIR, the CEQA Findings that were previously adopted by the SFMTA Board for the Van Ness BRT Project and the Muni Forward 28 19<sup>th</sup> Avenue Service Improvement, including, without limitation, the statements of overriding considerations and mitigation monitoring and reporting programs; and the Van Ness BRT Project Memo to File, and adopts the CEQA Findings and Memo to File as its own; and, be it further

RESOLVED, That the SFMTA Board finds and determines that the proposed parking and traffic legislation requires no further environmental review beyond the Van Ness BRT Project Final EIS/EIR and Memo to File, and the TEP FEIR pursuant to the State CEQA Guidelines Section 15180, 15162 and 15163 for the following reasons:

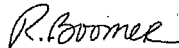
(1) approval of the proposed parking and traffic legislation does not require major revisions to either the Van Ness BRT Project Final EIS/EIR or the TEP FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant impacts;

(2) no substantial changes have occurred with respect to the circumstances under which the project analyzed in the Van Ness BRT Project Final EIS/EIR or the TEP FEIR will be undertaken that would require major revisions to the Van Ness BRT Project Final EIS/EIR or TEP FEIR due to the involvement of new significant environmental effects, or a substantial increase in the severity of effects identified in the Van Ness BRT Project Final EIS/EIR or TEP FEIR; and,

(3) no new information of substantial importance to the project analyzed in the Van Ness BRT Project Final EIS/EIR or TEP FEIR has become available, which would indicate that (i) the project will have significant effects not discussed in the Van Ness BRT Project Final EIS/EIR or TEP FEIR; (ii) significant environmental effects will be substantially more severe; (iii) mitigation measures or alternatives found not feasible, which would reduce one or more significant effects, have become feasible; or (iv) mitigation measures or alternatives, which are considerably different from those in the Van Ness BRT Project Final EIS/EIR or TEP FEIR, will substantially reduce one or more significant effects on the environment that would change the conclusions set forth in the Van Ness BRT Project Final EIS/EIR or TEP FEIR; and be it further

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves the proposed traffic and parking modifications, set forth in parking and traffic legislation items A and OO above, on Van Ness Avenue and South Van Ness Avenue between Mission and Lombard Streets associated with the Van Ness Corridor Transit Improvement Project, and item PP on Van Ness Avenue from North Point to Bay Streets associated with the Muni Forward 28 19<sup>th</sup> Avenue Service Improvement – North Terminal included in the TEP Service Improvements, as set forth above.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of November 18, 2014.



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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency





SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. 12-070

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) and the San Francisco County Transportation Authority (SFCTA) are partnering in the development of Bus Rapid Transit (BRT) for Van Ness Avenue; and,

WHEREAS, The goals of BRT are robust and stable ridership, efficient, effective and equitable transit service, neighborhood livability and community vitality, and links to a citywide rapid transit network; and,

WHEREAS, The SFMTA and SFCTA have completed a combined Draft Environmental Impact Statement (DEIS)/Draft Environmental Impact Report (DEIR) which analyzes the environmental impacts of four alternatives for construction of the proposed project:

- Alternative 1: "No Build"
- Alternative 2: Side-running BRT with Right Side Boarding from sidewalk bulbouts
- Alternative 3: Center Median running BRT with Right Side Boarding from platform islands located adjacent to the exclusive bus lanes
- Alternative 4: Center Median running BRT with Right and Left Side Boarding from platform islands located adjacent to the exclusive bus lanes; and,

WHEREAS, The DEIS/DEIR also provided comparative information on the need, feasibility, funding and cost for each alternative; and,

WHEREAS, The SFMTA and SFCTA released the DEIS/DEIR for public review and comment from November 4 – December 23, 2011, which included a public meeting where comments could be submitted, and information about the project provided at a webinar and neighborhood briefings; and,

WHEREAS, After a long period of analysis by staff at SFMTA and SFCTA, and after considering the information in the DEIS/DEIR and incorporating public comments received during the review period of the DEIS/DEIR, the staff recommendation for the locally preferred alternative (LPA) for the project is "The Center-running BRT with Right Side Boarding Platforms Single Median and Limited Left Turns," which combines key elements contained in Alternatives 3 and 4; and,

WHEREAS, In this alternative, BRT lanes would flank the center median except at stations where the BRT vehicles would transition to the center of the roadway and be protected by right side boarding platforms; this alternative would also eliminate all left turns from Van Ness Avenue between Mission and Lombard streets, with the exception of a two-lane left turn onto Broadway from southbound Van Ness, in order to gain the most transit travel time benefits; and,

WHEREAS, Upon adoption of the LPA for the Van Ness BRT project, the Director of Transportation will direct SFMTA staff to work with the SFCTA in finalizing the FEIS/FEIR for the project so that the proposed project can be presented to the SFMTA for its consideration; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors adopts "The Center-running BRT with Right Side Boarding Platforms Single Median and Limited Left Turns" as the Locally Preferred Alternative for the Van Ness Bus Rapid Transit project; and, be it further

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of May 15, 2012.



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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS  
CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION No. 13-214

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) and the San Francisco County Transportation Authority (SFCTA) are partnered in the development of Bus Rapid Transit (BRT) for Van Ness Avenue (the Project); and,

WHEREAS, The goals of BRT are robust and stable ridership, efficient, effective and equitable transit service, neighborhood livability and community vitality, and links to a citywide rapid transit network; and,

WHEREAS, The SFCTA released the draft Environmental Impact Statement / Environmental Impact Report (EIS/EIR) for public review and comment from November 4 – December 23, 2011, which included a public meeting where comments could be submitted, and information about the project provided at a webinar and at neighborhood briefings; and,

WHEREAS, After a long period of analysis by staff at SFMTA and SFCTA, and after considering the information in the draft EIS/EIR and incorporating public comments received during the review period of the draft EIS/EIR, the staff recommendation for the locally preferred alternative (LPA) for the Project, for analysis in the Final EIS/EIR, was “The Center-running BRT with Right Side Boarding Platforms Single Median and Limited Left Turns,” which combines key elements contained in Alternatives 3 and 4; and,

WHEREAS, On May 15, 2012, the Municipal Transportation Agency Board of Directors adopted Resolution No. 12-070, which identified and endorsed the LPA for the Van Ness Avenue Bus Rapid Transit Project, “The Center-running BRT with Right Side Boarding Platforms Single Median and Limited Left Turns” for further analysis in the Final EIS/EIR; and,

WHEREAS, The SFCTA has completed a combined Final EIS/EIR, which analyzes the environmental impacts of the LPA; and,

WHEREAS, The Final EIS/EIR analyzed the LPA, “The Center-running BRT with Right Side Boarding Platforms Single Median and Limited Left Turns,” and determined that it has the transit performance attributes of a center-running BRT (e.g., faster, more reliable service), while avoiding the need to acquire left-right door vehicles and completely rebuild the median, and is therefore the preferred alternative for project implementation; and,

WHEREAS, The Final EIS/EIR was prepared to respond to comments on the Draft EIS/EIR and was distributed on July 5, 2013; and,

WHEREAS, The Vallejo Northbound Station Variant described in the Final EIS/EIR would provide enhanced access for residents in the northern part of the project corridor; and

WHEREAS, The SFCTA certified the EIS/EIR as adequate, accurate and objective and reflecting the independent judgment of the SFCTA on September 10, 2013, including an amendment to include the Vallejo Northbound Station Variant in the approval of the LPA; and,

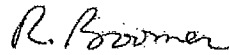
WHEREAS, The SFMTA Board has reviewed and considered the information contained in the EIS/EIR; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves the Van Ness Avenue Bus Rapid Transit Project, analyzed as the Locally Preferred Alternative (LPA) in the Final EIS/EIR for the Project, including the Vallejo Northbound Station Variant; and be it further

RESOLVED, That the SFMTA Board adopts the CEQA Findings and Statement of Overriding Considerations for the EIS/EIR, attached to this Resolution as Attachment A and incorporated herein as those fully set forth; and adopts the Mitigation Monitoring and Reporting Plan attached to this Resolution as Exhibit 1 to Attachment A; and be it further

RESOLVED, That the SFMTA Board authorizes the Director of Transportation to direct staff to continue with obtaining otherwise necessary approvals and to carry out the actions to implement the Project.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of September 17, 2013.



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Secretary, Board of Directors  
San Francisco Municipal Transportation Agency

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. 15-108

WHEREAS, The goals of the Van Ness Bus Rapid Transit Project are robust and stable ridership, efficient, effective and equitable transit service, neighborhood livability and community vitality, and links to a citywide rapid transit network; and,

WHEREAS, On May 15, 2012, the San Francisco Municipal Transportation Agency (SFMTA) Board of Directors adopted Resolution No. 12-070, which identified and endorsed the Locally Approved Alternative (LPA) for the Van Ness Avenue Bus Rapid Transit Project, "The Center-running BRT with Right Side Boarding Platforms Single Median and Limited Left Turns," for further analysis in the Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR); and,

WHEREAS, The San Francisco County Transportation Authority (SFCTA) Board certified the EIS/EIR, including an amendment to include the Vallejo Northbound Station Variant as adequate, accurate and objective and reflecting the independent judgment of the SFCTA on September 10, 2013; and,

WHEREAS, On September 17, 2013, the SFMTA Board of Directors adopted Resolution No. 13-214, approving the Van Ness Avenue Bus Rapid Transit Project, analyzed as the Locally Preferred Alternative in the Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Project, including an amendment to include the Vallejo Northbound Station Variant in the approval of the LPA, and adopted the CEQA Findings and Statement of Overriding Considerations for the EIS/EIR; and,

WHEREAS, the Project files, including the Final EIS/EIR and SFMTA Resolution No. 13- 214, have been made available for review by the SFMTA and the public, and those files are part of the record before this Board; and,

WHEREAS, Since the adoption of CEQA Findings and the approval of the Van Ness BRT Project, the SFCTA has prepared a memo to file dated July 15, 2014, titled "Van Ness Avenue Bus Rapid Transit Project -- Environmental Compliance for the Proposed Parking Removal from Conceptual Engineering Report" (Memo to File), which concludes that the removal of eleven parking spaces more than assumed in the Van Ness BRT Project Final EIS/EIR, as proposed by SFMTA in its Conceptual Engineering Report, will not result in a new significant environmental impact due to parking loss; and

WHEREAS, The SFMTA Board has reviewed and considered the information contained in the Final EIS/EIR; and

WHEREAS, Based on its review and consideration of the information contained in the Final EIS/EIR, the SFMTA Board finds that the proposed actions are within the scope of the Van Ness BRT Project Final EIS/EIR and that no additional environmental review is required under Public Resources Code section 21166; and

WHEREAS, On October 7, 2014, the SFMTA Board of Directors adopted Resolution No. 14- 147, which authorized the SFMTA to use a Construction Manager/General Contractor (CM/GC) project delivery method for the Van Ness BRT Project; and

WHEREAS, On December 9, 2014, the Board of Supervisors approved Ordinance No. 255- 14, enabling the SFMTA to proceed with a CM/GC implementation for the Van Ness BRT Project, to include the CM/GC and a team of Core Subcontractors in the following trades: paving, overhead contact system, sewer and water main replacement, and traffic control; and

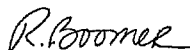
WHEREAS, The Agency advertised an RFP for the CM/GC contract on January 16, 2015, and received two proposals in response to the RFP on March 19, 2015, from Walsh Construction and Van Ness Corridor Constructors, a joint venture between Stacy Witbeck and Shimmick Construction; and

WHEREAS, After a technical evaluation and oral interview, Walsh Construction emerged as the highest-ranked proposer; now, therefore, be it

RESOLVED, The Board has reviewed and considered the EIS/EIR and record as a whole; finds that the Van Ness BRT Final Environmental Impact Report and Environmental Impact Statement is adequate for its use as the decision-making body for the approval of the Construction Manager/General Contractor contract for the Van Ness Bus Rapid Transit Project, and incorporates the CEQA findings contained in Resolution No. 13-214, including the Statement of Overriding Considerations, by this reference as though set forth in this Resolution; and be it further

RESOLVED, That the SFMTA Board of Directors authorizes the Director of Transportation to execute San Francisco Municipal Transportation Agency Contract No. 1289, Van Ness Corridor Transit Improvement Project, with Walsh Construction Company II, LLC, for Phase 1 (pre-construction services), for a target duration of 300 calendar days, and in an amount not to exceed \$800,000.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of July 7, 2015.



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Secretary, Board of Directors  
Municipal Transportation Agency



# Memorandum

**Date:** 07.15.14  
**To:** File  
**From:** Michael Schwartz – Senior Transportation Planner  
**Subject:** Van Ness Avenue Bus Rapid Transit Project – Environmental Compliance for Proposed Parking Removal from Conceptual Engineering Report

The Transportation Authority, as the lead CEQA agency for the Van Ness Avenue Bus Rapid Transit (BRT) Project, is now responsible for overseeing environmental compliance. The SFMTA has provided the Transportation Authority with 30% design drawings, including the proposed parking removals to be legislated by the SFMTA Board.

## DISCUSSION

Parking conditions are not static, as parking supply and demand varies from day to day, from day to night, from month to month, etc. Hence, the availability of parking spaces (or lack thereof) is not a permanent physical condition, but changes over time as people change their modes and patterns of travel. While parking conditions change over time, a substantial deficit in parking caused by a project that creates hazardous conditions or significant delays to traffic, transit, bicycles or pedestrians could adversely affect the physical environment. Whether a deficit in parking creates such conditions will depend on the magnitude of the shortfall and the ability of drivers to change travel patterns or switch to other travel modes. If a substantial deficit in parking caused by a project creates hazardous conditions or significant delays in travel, such a condition could also result in secondary physical environmental impacts (e.g., air quality or noise impacts cause by congestion), depending on the project and its setting.

### Environmental effects of parking loss in Final EIS/EIR

The Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for the Van Ness Avenue BRT Project documented the loss of 105 (23%) total parking spaces for the Locally Preferred Alternative (LPA), with 8 of them being “Colored Zone Spaces” (i.e., white, yellow, green, and blue curb). Appendix B of the Final EIS/EIR contains a block level analysis of the parking changes. In addition, the adopted Findings of Fact noted that implementation of the LPA would not result in an increase in parking demand. A parking occupancy study conducted in 2008 found that during the mid-day period, approximately 65% of general metered and non-metered as well as green spaces were occupied. Thus the parking spaces remaining after implementation of the LPA would be more than the number of spaces occupied, meaning the loss of parking would not be substantial.

There are also a number of parking garages within close proximity to the project study area that would be able to offset the on-street parking loss from the project. Finally, the Van Ness corridor is well served by non-auto modes such as transit and nearby bicycle facilities (i.e., Polk Street), and the proposed project would improve transit and pedestrian conditions. Most parking removed as part of the project would be on blocks where BRT stations are located. Thus, the project would inherently lessen the effect of this loss of parking by providing an alternative mode of access to those locations.

In addition, there is not a bicycle facility along Van Ness Avenue and, the implementation of the BRT would move transit operations to the center lane where it would be unimpeded by double-parking. Therefore, a decrease in the on-street parking supply, where it would occur, would be considered an inconvenience, but would not create potentially hazardous conditions or significant delays to traffic, transit, pedestrians, or bicycles. For all of the above-mentioned reasons, the loss of parking associated of the LPA would not be considered substantial nor would there be a significant parking impact. Improvement measures that would replace parking on adjacent streets are rejected as infeasible because they would conflict with the City's Transit First Policy which states that "Decisions regarding the use of limited public street and sidewalk space shall encourage the use of public rights-of-way by pedestrians, bicyclists, and public transit" (City Charter Article VIII A, 115, Transit First Policy).

### **Environmental effects of parking loss for current project design**

Based on SFMTA's Conceptual Engineering Report, containing 30% design drawings, the Project would cause the removal of 116 spaces (25%). This represents 11 more spaces than what was identified in the Final EIS/EIR. The greatest increase in parking loss versus the Final EIS/EIR would occur on the block between Filbert and Greenwich Street on the east (northbound) side of the street, with 4 additional spaces removed, meaning only three (3) would remain on that side of the street (8 spaces currently exist on the east side of the block). All nine (9) spaces would still remain on the west (southbound) side of the street on that block with implementation of BRT. No additional color spaces beyond those identified in the Final EIS/EIR would be removed.

Since the total remaining parking spaces in the corridor would still be greater than the number of spaces observed being used during the occupancy study, and since all other conditions with respect to nearby parking garages and provision of alternatives to driving would remain, the current project design will not have a new significant environmental impact due to parking loss.

#### **Attachments**

Block by block parking analysis based on designs in SFMTA Conceptual Engineering Report

cc: P. Gabancho, K. Kwong -- SFMTA  
E. Warren -- City Attorney's Office  
LS, RAM -- Chron, File: CFway



LPA Van Ness BRT Parking Counts

East (NB)

Block	To	From	Non-Colored				Green				White				Yellow				Blue				Total				Totals By Block (East and West) Diff vs. EIS/EIR				
			Existing	EIS/EIR	Proposed	Diff	Existing	EIS/EIR	Proposed	Diff	Existing	EIS/EIR	Proposed	Diff	Existing	EIS/EIR	Proposed	Diff	Existing	EIS/EIR	Proposed	Diff	Existing	EIS/EIR	Proposed	Diff					
South Van Ness	Mission St.	Market St.	15	15	13	-2	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	16	16	14	-2	-2
Unk	Market St.	Fell St.	0	0	0	0	0	0	0	0	0	0	0	0	5	5	5	0	1	1	1	0	0	0	0	6	6	6	0	0	
100	Fell St.	Hayes St.	0	11	9	-2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	9	-2	-2	
200	Hayes St.	Grove St.	2	5	5	0	1	1	1	0	1	1	1	0	0	0	0	0	1	1	1	0	0	0	0	5	8	8	0	0	
300	Grove St.	Cl. Fulton St.	6	12	12	0	0	0	0	0	0	2	2	0	0	0	0	0	1	1	1	0	0	0	0	6	15	15	0	0	
400	Cl. Fulton St.	McAllister St.	6	12	12	0	0	0	0	0	2	2	0	0	0	0	0	0	1	1	1	0	0	0	0	9	8	8	0	0	
500	McAllister St.	Golden Gate Ave.	5	5	5	0	0	0	0	1	1	1	0	0	2	2	2	0	0	0	0	0	0	0	0	11	9	9	0	0	
600	Golden Gate Ave.	Turk St.	11	9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	9	9	0	0	
700	Turk St.	Eddy St.	7	1	0	-7	0	0	0	1	1	1	0	0	1	1	1	0	0	0	0	0	0	0	0	0	8	2	2	-6	-6
800	Eddy St.	Ellis St.	4	5	6	1	0	0	0	0	1	1	1	0	1	1	1	0	0	0	0	0	0	0	0	6	7	8	1	1	
900	Ellis St.	O'Farrell St.	8	7	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	7	7	0	0	
1000	O'Farrell St.	Geary Blvd.	3	0	0	-3	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	-5	-5	
1100	Geary Blvd.	Post St.	1	2	2	0	0	0	0	0	2	2	2	0	2	0	0	0	1	1	1	0	0	0	0	6	5	5	0	0	
1200	Post St.	Sutter St.	9	7	7	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	10	8	8	0	0	
1300	Sutter St.	Bush St.	1	0	0	-1	0	0	0	0	1	1	1	0	2	0	0	0	0	0	0	0	0	0	0	5	1	1	-4	-4	
1400	Bush St.	Pine St.	4	2	2	0	4	4	0	4	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	9	7	7	0	0	
1500	Pine St.	California St.	2	2	2	0	0	0	0	4	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	6	6	6	0	0	
1600	California St.	Sacramento St.	2	5	5	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	8	8	0	0	
1700	Sacramento St.	Clay St.	9	0	0	-9	0	0	0	1	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	11	1	1	-10	-10	
1800	Clay St.	Washington St.	2	5	8	3	1	1	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	4	7	10	3	3	
1900	Washington St.	Jackson St.	4	2	2	0	2	2	3	1	5	5	4	0	1	1	1	0	0	0	0	0	0	0	0	12	10	10	0	0	
2000	Jackson St.	Pacific St.	5	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	1	1	-4	-4	
2100	Pacific St.	Broadway	11	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	4	4	0	0	
2200	Broadway	Vallejo St.	9	0	0	-9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	0	0	-9	-9	
2300	Vallejo St.	Green St.	8	0	0	-8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	-8	-8	
2400	Green St.	Union St.	8	2	2	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	3	2	-6	-6	
2500	Union St.	Filbert St.	5	5	2	-3	0	0	0	2	2	2	0	2	2	2	0	0	0	0	0	0	0	0	0	9	9	6	-3	-3	
2600	Filbert St.	Greenwich St.	7	6	3	-4	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	7	3	-5	-5	
2700	Greenwich St.	Lombard St.	9	10	9	-1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	10	9	-1	-1	
Totals NB			164	123	115	-8	12	11	13	2	25	22	19	-3	17	13	13	0	7	7	7	0	0	0	0	225	176	167	-49	-49	

3223

3224

Block	To From		West (SB)																Total										
			Non-Colored				Green				White				Yellow				Blue				Total						
			Existing	EIS/EIR	Proposed	Diff	Existing	EIS/EIR	Proposed	Diff	Existing	EIS/EIR	Proposed	Diff	Existing	EIS/EIR	Proposed	Diff	Existing	EIS/EIR	Proposed	Diff	Existing	EIS/EIR	Proposed	Diff			
South Van Ness	Mission St.	Market St.	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	0	0	0
Unit	Market St.	Fell St.	2	4	4	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	1	1	1	0	4	6	6	0
100	Fell St.	Hayes St.	10	9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	0	11	10	10	0	
200	Hayes St.	Grove St.	0	4	4	0	0	0	0	0	0	0	7	7	7	0	0	0	0	0	0	0	0	0	0	7	11	11	0
300	Grove St.	Cl. Fulton St.	3				0	0	0	0	0	0	5	7	7	0	0	0	0	0	0	0	0	0	0	8	21	19	-2
400	Cl. Fulton St.	McAllister St.	5	11	9	-2	0	0	0	0	0	2	7	7	0	2	2	2	0	1	1	1	0	10	21	19	-2		
500	McAllister St.	Golden Gate Ave.	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	2	2	0	12	2	2	0			
600	Golden Gate Ave.	Turk St.	8	8	8	0	0	0	0	0	0	3	3	3	0	0	0	0	0	0	0	0	0	11	11	11	0		
700	Turk St.	Eddy St.	5	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	8	8	0		
800	Eddy St.	Eliza St.	10	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	2	2	0		
900	Eliza St.	O'Farrell St.	6	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	8	8	0		
1000	O'Farrell St.	Geary Blvd.	4	4	4	0	0	0	0	0	0	6	6	6	0	0	0	0	0	0	0	0	0	10	10	10	0		
1100	Geary Blvd.	Post St.	3	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	5	5	0		
1200	Post St.	Sutter St.	0	3	3	0	2	2	2	0	0	0	0	0	0	0	3	3	3	0	0	0	0	5	8	8	0		
1300	Sutter St.	Bush St.	3	0	0	0	5	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	9	1	1	0		
1400	Bush St.	Pine St.	7	5	5	0	0	0	0	0	1	1	1	0	2	2	2	0	0	0	0	0	0	10	8	8	0		
1500	Pine St.	California St.	5	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	4	4	0		
1600	California St.	Sacramento St.	8	9	9	0	0	0	0	0	2	2	2	0	0	0	0	0	0	0	0	0	0	10	11	11	0		
1700	Sacramento St.	Clay St.	5	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	1	1	0		
1800	Clay St.	Washington St.	4	4	4	0	0	0	0	0	3	3	3	0	0	0	0	0	0	0	0	0	0	7	7	7	0		
1900	Washington St.	Jackson St.	7	11	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	11	11	0		
2000	Jackson St.	Pacific St.	9	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	1	1	0		
2100	Pacific St.	Broadway	5	4	4	0	0	0	0	0	1	4	4	0	1	1	1	0	0	0	0	0	0	7	9	9	0		
2200	Broadway	Vallejo St.	6	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	9	0	0	0		
2300	Vallejo St.	Green St.	5	0	0	0	1	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	9	0	0	0		
2400	Green St.	Union St.	9	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	8	8	0		
2500	Union St.	Filbert St.	5	2	2	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	3	3	0		
2600	Filbert St.	Greenwich St.	8	9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	9	9	0		
2700	Greenwich St.	Lombard St.	3	0	0	0	1	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0		
Totals SB			165	124	122	-2	10	3	3	0	42	35	35	0	8	8	8	0	6	5	5	0	231	175	173	-2			
Totals NB/SB																													

NOTES  
 NB Geary to Post: 2 yellow spaces are no longer needed  
 SB Sutter to Bush: 5 green spaces - no one is currently paying for them  
 SB Pacific to Broadway: Relocated 3 white spaces to this block (from Broadway to Vallejo)

## **COOPERATIVE AGREEMENT**

This AGREEMENT, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

The City and County of San Francisco, a municipal corporation of the State of California (City), through its Municipal Transportation Agency, referred to as SFMTA.

### **RECITALS**

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, the conversion of one existing northbound traffic lane and one existing southbound traffic lane on Van Ness Avenue (Route 101) into dedicated bus lanes will be referred to hereinafter as PROJECT. The project scope of work is defined in the PROJECT initiation and approval documents (e.g., Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
  - CONSTRUCTION SUPPORT
  - CONSTRUCTION CAPITAL
4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. The following work associated with this PROJECT has been completed or is in progress:
  - SFCTA (San Francisco County Transportation Authority) adopted the Locally Preferred Alternative (LPA) and certified the Final EIR under CEQA through its Board action on September 10, 2013. The SFMTA adopted the LPA through its Board action on September 17, 2013.
  - FTA certified the Final EIS under NEPA with a Record of Decision dated December 20, 2013.
  - SFMTA is in the process of completing its R/W obligations (Cooperative Agreement No.

04-2450, executed November 8, 2012).

- SFMTA is developing the Plans, Specifications and Estimate (Cooperative Agreement No. 04-2450, executed November 9, 2012).
  - CALTRANS approved the Project Study Report/Project Report (PSR/PR) completed by SFMTA on August 26, 2014.
6. CALTRANS will contribute SHOPP Capital Preventive Maintenance (CAPM) funds not to exceed \$7,300,000 (EA 3E601) as CONSTRUCTION CAPITAL for Van Ness Avenue pavement rehabilitation and curb-ramp upgrade work as scoped under EA 3E601.
  7. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
  8. PARTNERS set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

## **RESPONSIBILITIES**

### **Sponsorship**

9. CALTRANS and SFMTA will co-SPONSOR the PROJECT COMPONENTS included in this AGREEMENT in the following percentages.

CALTRANS     4.5%

SFMTA            95.5%

### **Funding**

10. FUNDING PARTNERS, funding sources, funding limits, spending limits, and invoicing/payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

PARTNERS will execute a new FUNDING SUMMARY each time the funding details change. The FUNDING SUMMARY will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this AGREEMENT.

11. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT.

12. All costs incurred for WORK except those that are specifically excluded in this AGREEMENT are OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the PARTNER incurring the costs from funds that are outside the scope of this AGREEMENT.

#### **Implementing Agency**

13. SFMTA is the IMPLEMENTING AGENCY for CONSTRUCTION.
14. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality assurance program and how it will be used. The Quality Management Plan is subject to CALTRANS' review and approval.
15. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

#### **Independent Quality Assurance**

16. CALTRANS will provide Independent Quality Assurance for the portions of WORK within the existing and proposed SHS right-of-way.

CALTRANS' Independent Quality Assurance efforts are to ensure that SFMTA's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. Independent Quality Assurance does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking work performed by another party.

When CALTRANS performs Independent Quality Assurance it does so for its own benefit. No one can assign liability to CALTRANS due to its Independent Quality Assurance.

The cost of CALTRANS' Independent Quality Assurance is not an OBLIGATIONS COST.

#### **CEQA/NEPA Lead Agency**

17. SFCTA is the CEQA Lead Agency for the PROJECT.
18. CALTRANS and the SFMTA are CEQA Responsible Agencies for the PROJECT.
19. FTA is the NEPA Lead Agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

20. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.
21. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
22. The PROJECT requires the following environmental requirements/approvals:

<b>ENVIRONMENTAL PERMITS/REQUIREMENTS</b>
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
Air Quality Permits

**Construction**

23. As IMPLEMENTING AGENCY for CONSTRUCTION, SFMTA is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
24. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	OBLIGATION COST
285.05.15.xx Change Order Review & Approval as required in this Agreement	No
270.20.45.xx SWPPP/WPCP Review & Approval	No

25. Physical and legal possession of right-of-way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right-of-way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
26. SFMTA has awarded a Construction Management/General Contractor agreement for Phase 1 (pre-construction) of the PROJECT in accordance with an ordinance approved by the San Francisco Board of Supervisors. At the completion of Phase 1, SFMTA will negotiate an amendment to the agreement, including a guaranteed maximum price (GMP), for Phase 2 (construction) of the PROJECT. If the SFMTA and its contractor are unable to negotiate a GMP, SFMTA will advertise and award the construction contract to the lowest responsible and responsive bidder in accordance with applicable federal, state and local law, including but not limited to the California Public Contract Code and the California Labor Code. SFMTA accepts responsibility to administer the construction contract.
27. CALTRANS will not issue an Encroachment Permit for construction work until CALTRANS accepts:
  - The final plans, specifications, and estimate package.
  - The Right of Way Certification.
  - The PROJECT SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.
  - The PROJECT SPONSOR's QMP.
28. If the GMP (or the lowest responsive and responsible construction contract bid if a GMP is not negotiated), is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) working days the IMPLEMENTING AGENCY shall not award the construction contract.
29. SFMTA will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.
30. SFMTA will provide a landscape architect who will be responsible for all landscaping activities within the SHS during CONSTRUCTION and until completion of all WORK.
31. SFMTA will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over \$100,000.

32. CALTRANS will review and approve:
- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
  - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
33. If CONSTRUCTION CAPITAL is funded with state or federal funds, then SFMTA will administer and process all construction contract claims using a CALTRANS-approved process. CALTRANS will provide Independent Quality Assurance for the claims process.
34. SFMTA will require the construction contractor to furnish payment and performance bonds naming SFMTA as obligee, and CALTRANS as additional obligee, and to carry liability insurance as recommended by the Risk Manager of City and accepted by CALTRANS during the design approval process in accordance with CALTRANS Standard Specifications.
35. SFMTA is designated as the Approved Signatory Authority responsible for preparing and filing all Regional Water Quality Control Board (RWQCB) Permit Registration Documents including certifying the accuracy of all documents and its compliance in accordance with the Construction General Permit, and CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the SHS.
36. The Quality Management Plan will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection Quality Management Plan is subject to review and approval by the CALTRANS Materials Engineer.
37. SFMTA may request CALTRANS to complete portions of CONSTRUCTION SUPPORT work as reimbursed engineering services. Should CALTRANS agree to perform the requested services, PARTNERS will document the arrangement in written Task Order. Such an arrangement does not change the responsibilities assigned in this AGREEMENT. Engineering services requested by SFMTA and provided by CALTRANS during CONSTRUCTION are an OBLIGATIONS COST.
38. As IMPLEMENTING AGENCY for construction, SFMTA is responsible for maintenance of the State Highway System within the PROJECT limits during CONSTRUCTION and until completion of all WORK.



39. PARTNERS will develop and execute a new or amended maintenance agreement prior to OBLIGATION COMPLETION. The maintenance of the SHS within the PROJECT limits is an OBLIGATION until a maintenance agreement is executed or amended.
40. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, SFMTA shall furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS' then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineers name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, SFMTA will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county in which filed.

41. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right-of-way as part of WORK become the property of CALTRANS, except the PROJECT Bus Rapid Transit (BRT) materials, equipment and infrastructure, and the utilities infrastructure.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside the SHS right-of-way.

### **Schedule**

42. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

### **Additional Provisions**

43. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; FTA STANDARDS; and CALTRANS STANDARDS.
44. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.

45. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
46. PARTNERS will invite each other to participate in the selection of any future consultants who participate in OBLIGATIONS.
47. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants, and agents, and utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT shall prevail.
48. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.
49. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
50. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

51. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
52. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.

53. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

The cost for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way is not an OBLIGATIONS COST and CALTRANS will pay, or cause to be paid, all costs for HM-1 ACTIVITIES.

54. SFMTA, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing SHS right-of-way. SFMTA will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

The cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside of the existing SHS right-of-way is not an OBLIGATIONS COST and SFMTA will pay, or cause to be paid, all costs for such HM MANAGEMENT ACTIVITIES.

55. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
56. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
57. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.
58. Any PARTNER that is responsible for completing OBLIGATIONS will accept, reject, compromise, settle, or litigate claims arising from those OBLIGATIONS.
59. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on the claim.

If the PROJECT expends state or federal funds, each PARTNER will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTNERS will ensure that any for-profit party hired to participate in the OBLIGATIONS will comply with the requirements in 48 CFR, Chapter 1, Part 31 with respect to the cost allowability of OBLIGATIONS costs.

60. When state or federal funds are expended on the PROJECT these principles and requirements apply to all funding types included in this AGREEMENT.
61. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
62. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

63. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), FTA (if the PROJECT utilizes federal funds), and SFMTA will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

64. If the PROJECT expends state or federal funds, each PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.
65. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with federal requirements.

66. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
67. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
68. The cost of awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
69. The cost of legal challenges to the environmental process or documentation is an OBLIGATIONS COSTS.
70. Fines, interest, or penalties levied against a PARTNER are not an OBLIGATIONS COST and will be paid, independent of OBLIGATIONS COST, by the PARTNER whose action or lack of action caused the levy.
71. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
72. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.  
  
Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.  
  
If SFMTA invoices for rates in excess of DPA rates, SFMTA will fund the cost difference and reimburse CALTRANS for any overpayment.
73. If there are insufficient funds available in this AGREEMENT to place PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

74. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

Each PARTNER may request reimbursement for these costs during the amendment process.

75. SFMTA will furnish CALTRANS with the Project History Files related to the PROJECT facilities on SHS within sixty (60) days following the completion of each PROJECT COMPONENT. SFMTA will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD-ROM in PDF format.

### **GENERAL CONDITIONS**

76. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
77. All CALTRANS' OBLIGATIONS under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
78. Neither SFMTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SFMTA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
79. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SFMTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SFMTA under this AGREEMENT. It is understood and agreed

that SFMTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SFMTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

80. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
81. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.
82. SFMTA will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SFMTA waives the provisions of California Civil Code section 1654.

A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

83. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
84. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
85. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of SFMTA will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the

CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

86. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
87. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
88. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
89. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
90. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. WORK performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.
91. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.

92. PARTNERS agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.



93. The following documents are attached to, and made an express part of this AGREEMENT:

- FUNDING SUMMARY NO. 01

94. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS. The requirements of this AGREEMENT shall preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

## **DEFINITIONS**

- AGREEMENT** – This agreement, including any attachments, exhibits, and amendments.
- CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.
- CEQA (California Environmental Quality Act)** – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.
- CFR (Code of Federal Regulations)** – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.
- CONSTRUCTION** – See PROJECT COMPONENT.
- CONSTRUCTION CAPITAL** – See PROJECT COMPONENT.
- CONSTRUCTION SUPPORT** – See PROJECT COMPONENT.
- CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.
- EDQC (Environmental Document Quality Control)** - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at [http://www.dot.ca.gov/ser/memos.htm#LinkTarget\\_705](http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705)). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.
- FHWA** – Federal Highway Administration.
- FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at [www.fhwa.dot.gov/topics.htm](http://www.fhwa.dot.gov/topics.htm).
- FTA** – Federal Transit Administration.
- FUNDING PARTNER** – A PARTNER that commits funds in this AGREEMENT to fulfill OBLIGATIONS. A FUNDING PARTNER accepts the responsibility to provide the funds it commits in this Agreement.

**FUNDING SUMMARY** – An executed document that names **FUNDING PARTNER(S)** and includes a **FUNDING TABLE**, **SPENDING SUMMARY**, and invoicing details.

**FUNDING TABLE** – The table that designates funding sources, types of funds, and the **PROJECT COMPONENT** in which the funds are to be spent. Funds listed on the **FUNDING TABLE** are “not-to-exceed” amounts for each **FUNDING PARTNER**.

**GAAP (Generally Accepted Accounting Principles)** – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the **PROJECT** or not.

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the **PROJECT**.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either **HM-1** or **HM-2** including, without limitation, any necessary manifest requirements and disposal facility designations.

**IMPLEMENTING AGENCY** – The **PARTNER** responsible for managing the scope, cost, and schedule of a **PROJECT COMPONENT** to ensure the completion of that component.

**IQA (Independent Quality Assurance)** – **CALTRANS'** efforts to ensure that another **PARTNER's** quality assurance activities are in accordance with the applicable standards and the **PROJECT's** Quality Management Plan (**QMP**). When **CALTRANS** performs Independent Quality Assurance it does not develop, produce, validate, verify, re-check, or quality control another **PARTNER's** work products.

**NEPA (National Environmental Policy Act of 1969)** – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

**OBLIGATIONS** – All **WORK** responsibilities and their associated costs.

**OBLIGATION COMPLETION** – **PARTNERS** have fulfilled all **OBLIGATIONS** included in this **AGREEMENT** and have signed a **COOPERATIVE AGREEMENT CLOSURE STATEMENT**.

**OBLIGATIONS COST(S)** – The cost(s) to complete the responsibilities assigned in this **AGREEMENT**. Costs that are specifically excluded in this **AGREEMENT** or that are not incurred in the performance of the responsibilities in this **AGREEMENT** are not

## OBLIGATIONS COSTS.

OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the party that incurs the cost from funds that are outside the scope of this AGREEMENT.

**PARTNER** – Any individual signatory party to this AGREEMENT.

**PARTNERS** – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- **PA&ED (Project Approval and Environmental Document)** – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- **PS&E (Plans, Specifications, and Estimate)** – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- **R/W (Right of Way)** – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
  - **R/W (Right of Way) SUPPORT** – The work required to obtain all property interests for the PROJECT.
  - **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION** – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
  - **CONSTRUCTION SUPPORT** – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
  - **CONSTRUCTION CAPITAL** – The funds for the construction contract.

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide the PROJECT’s execution and control throughout that project’s lifecycle.

**QMP (Quality Management Plan)** – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

**SHS (State Highway System)** – All highways, right-of-way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

**SPENDING SUMMARY** – A table that identifies the funds available for expenditure by each PARTNER. The table shows the maximum reimbursable expenditure for each PARTNER in each PROJECT COMPONENT.

**SPONSOR** – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

**WORK** – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

**SIGNATURES**

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

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
(CALTRANS)**

\_\_\_\_\_  
Helena (Lenka) Culik-Caro  
Deputy District Director, Design

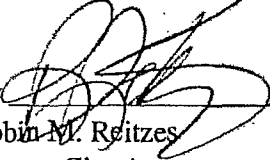
Certified as to funds:

\_\_\_\_\_  
Jeffrey Armstrong  
District Budget Manager

**SAN FRANCISCO MUNICIPAL  
TRANSPORTATION AGENCY  
(SFMTA)**

\_\_\_\_\_  
Edward D. Reiskin  
Director of Transportation

Approved as to form:  
Dennis J. Herrera, City Attorney

By   
Robin M. Reitzes  
Deputy City Attorney

Municipal Transportation Agency Board of  
Directors

Resolution \_\_\_\_\_ No. \_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

Board of Supervisors

Resolution \_\_\_\_\_ No. \_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

**FUNDING SUMMARY NO. 01**

<b>FUNDING TABLE</b>					
<b>IMPLEMENTING AGENCY →</b>			<b>SFMTA</b>		
Source	FUNDING PARTNER	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
State	CALTRANS	SHOPP – CAPM* (EA 3E601)**	0	7,300,000	7,300,000
Federal	SFMTA	FTA 5309 Small Starts	18,479,320	43,118,414	61,597,734
Federal	SFMTA	FTA 5377 State of Good Repair	7,060,632	16,474,808	23,535,440
Federal	SFMTA	FTA CMAQ	4,800,000	11,200,000	16,000,000
Local	SFMTA	Prop K	10,898,095	25,428,889	36,326,984
Local	SFMTA	SFMTA Revenue Bonds	7,904,257	18,443,267	26,347,524
Local	SFMTA	California Pacific Medical Center Contribution	1,500,000	3,500,000	5,000,000
Local	SFMTA	Central Freeway Parcel Revenues	3,796,241	8,857,895	12,654,136
Local	SFMTA	AB 644	50,358	117,502	167,860
Local	SFMTA	PUC Funds	13,311,060	31,059,140	44,370,200
Totals			67,799,963	165,499,915	233,299,878

\* This fund type includes federal funds.

\*\* SHOPP-CAPM funds shall be used only for pavement rehabilitation and curb-ramp upgrade work and not for BRT part of project.

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**SPENDING SUMMARY**

Fund Type	Const. Support SFMTA	Const. Capital SFMTA	Totals
<b>State Funds</b>			
SHOPP - CAPM* (EA 3E601)**	0	7,300,000	7,300,000
<b>Federal Funds</b>			
FTA 5309 Small Starts	18,479,320	43,118,414	61,597,734
FTA 5377 State of Good Repair	7,060,632	16,474,808	23,535,440
FTA CMAQ	4,800,000	11,200,000	16,000,000
<b>Local Funds</b>			
Prop K	10,898,095	25,428,889	36,326,984
SFMTA Revenue Bonds	7,904,257	18,443,267	26,347,524
California Pacific Medical Center Contribution	1,500,000	3,500,000	5,000,000
Central Freeway Parcel Revenues	3,796,241	8,857,895	12,654,136
AB 644	50,358	117,502	167,860
PUC Funds	13,311,060	31,059,140	44,370,200
<b>Totals</b>	<b>67,799,963</b>	<b>165,499,915</b>	<b>233,299,878</b>

\*\* SHOPP-CAPM funds shall be used only for pavement rehabilitation and curb-ramp upgrade work and not for BRT part of project.

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**Funding**

1. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTNERS must obtain approval from the applicable federal agencies prior to any PROJECT funding changes that will change federal share of funds.

**Invoicing and Payment**

2. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). To the extent that the SFMTA reimburses CALTRANS for work, when paying with EFT, SFMTA will pay invoices within thirty (30) calendar days of receipt of invoice.
3. If SFMTA has received EFT certification from CALTRANS then SFMTA will use the EFT mechanism and follow all EFT procedures to pay any invoices issued from CALTRANS.
4. When a PARTNER is reimbursed for actual costs, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTNERS will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTNERS will invoice and then refund or pay as necessary in order to satisfy the financial commitments of this AGREEMENT.
5. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then SFMTA will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
6. If CALTRANS reimburses SFMTA for any costs later determined to be unallowable, SFMTA will reimburse those funds.

**CONSTRUCTION SUPPORT**

7. No invoicing or reimbursement will occur for CONSTRUCTION SUPPORT.

**CONSTRUCTION CAPITAL**

8. SFMTA will invoice and CALTRANS will reimburse for actual costs not to exceed \$7,300,000 (EA 3E601).





**SFMTA**  
Municipal  
Transportation  
Agency

Edwin M. Lee, *Mayor*

Tom Nolan, *Chairman*

Cheryl Brinkman, *Vice-Chairman*

Gwyneth Borden, *Director*

Edward D. Reiskin, *Director of Transportation*

Malcolm Heinicke, *Director*

Joël Ramos, *Director*

Cristina Rubke, *Director*

November 24, 2015

The Honorable Board of Supervisors  
City and County of San Francisco  
1 Carlton B. Goodlett Place, Room 244  
San Francisco, California 94102

**RE: *Authorization of Cooperative Agreement No. 04-2587 with the State of California (Caltrans) regarding construction support and Caltrans funding of the Van Ness Transit Improvement Project***

**Dear Members of the Board of Supervisors:**

The San Francisco Municipal Transportation Agency (SFMTA) requests authorization of behalf of the City, to execute Cooperative Agreement No. 04-2587 with Caltrans regarding construction support and Caltrans funding of the Van Ness Transit Improvement Project, pursuant to Charter Section 9.118(a).

This agreement is required as the Van Ness Corridor is part of the State highway system, and Caltrans requires a cooperative agreement spelling out the obligations of the parties for work performed by another public agency on a State highway within a municipality. This agreement is also required for SFMTA to receive Federal Transit Agency (FTA) Section 5309 Small Starts funding.

### **Background**

The Van Ness Corridor Transit Improvement Project, formerly known as the Van Ness Bus Rapid Transit (BRT) Project, will implement the first BRT service in San Francisco, which will improve transit reliability for the 47 and 49 Muni routes and provide reliable transit connections to transfer routes.

The transit service and infrastructure changes are expected to reduce transit travel times by over 30 percent. With the implementation of BRT, ridership is projected to be greater than 60,000 passengers per day by 2035. The 47 and 49 Muni routes currently service approximately 45,000 passengers per day, so this is about a 33 percent increase. Once completed, Van Ness BRT will be an integral part of the Muni "Rapid" network of transit service that will gradually be implemented on all major corridors in San Francisco. The Project will also concurrently promote pedestrian safety and comfort, and enhance the urban design of Van Ness Avenue.

On Nov. 8, 2012, Caltrans, the SFMTA, and the San Francisco County Transportation Authority executed Cooperative Agreement No. 04-2450, for pre-construction work (development of plans, specifications, estimates (PS&E) and right-of-way obligations) for the Project. Such work is

nearing completion.

The proposed Cooperative Agreement No. 04-2587 sets forth the following:

- Caltrans funding contribution (not to exceed \$7,300,000 for Van Ness Avenue pavement rehabilitation and curb-ramp upgrade work)
- Sponsorship percentages (i.e. Caltrans at 4.5 percent, SFMTA at 95.5 percent)
- Funding details, documentation and reporting; invoice and payment procedures
- SFMTA to provide a Quality Management Plan for Caltrans' review and approval
- Caltrans to provide independent quality assurance
- Environmental permit requirements
- Caltrans to provide construction support, including review of change orders affecting its work
- Requirements for Caltrans to issue an encroachment permit (i.e., completion of PS&E, right-of-way certification; verification of full funding; completion of quality management plan)
- Other miscellaneous construction requirements, including for disposal of hazardous materials
- An unlimited indemnification of Caltrans for anything done, or omitted to be done, by the SFMTA and/or its contractors or agents

Thank you for your consideration of this proposed agreement. Should you have any questions, or require more information, please do not hesitate to contact the SFMTA Project Manager Peter Gabancho at (415) 701-4306.

Sincerely,



**Edward D. Reiskin**  
**Director of Transportation**