

File No. 221168

Committee Item No. 7

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee
Board of Supervisors Meeting

Date November 30, 2022
Date _____

Cmte Board

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

OTHER (Use back side if additional space is needed)

- Grant Proposal
- Landscape Maintenance Agreement 8/31/2021
- Public Works Order No. 207043
- CEQA Determination 6/9/2021
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa Date November 22, 2022

Completed by: Brent Jalipa Date _____

1 [Accept and Expend Grant; Cooperative Agreement - Retroactive - Caltrans Clean California
2 Enhancement Program - Potrero Gateway Streetscape Improvement Project - \$1,275,000]

3 **Resolution retroactively authorizing the Department of Public Works to accept and**
4 **expend \$1,275,000 from the California Department of Transportation’s (“Caltrans”)**
5 **Clean California Local Enhancement Program for the construction of improvements**
6 **and enhancements on the state highway system in support of the Potrero Gateway**
7 **Streetscape Improvement project to commence August 2022, through March 2026;**
8 **approving and authorizing Public Works to enter into a Cooperative Agreement with**
9 **Caltrans regarding project construction and implementation; and affirming the**
10 **Planning Department’s determination under the California Environmental Quality Act.**

11
12 WHEREAS, The Department of Public Works (“Public Works”) has collaborated with
13 the California Department of Transportation (“Caltrans”) on the Potrero Gateway Streetscape
14 Improvement project, which would revitalize and reconnect the Potrero Hill neighborhood,
15 which is presently separated by State Route 101, by creating a gateway and providing a safer
16 passageway under the freeway overpass, along 17th Street from Vermont Street to San
17 Bruno Avenue, and along Vermont Street from 17th Street to Mariposa Street (“Project”), as
18 further described in Public Works Order No. 207043, on file with the Clerk of the Board of
19 Supervisors in File No. 221168; and

20 WHEREAS, The Planning Department has determined that the actions contemplated in
21 this Resolution comply with the California Environmental Quality Act (California Public
22 Resources Code, Sections 21000 et seq.); said determination is on file with the Clerk of the
23 Board of Supervisors in File No. 221168, and is incorporated herein by reference; and

1 WHEREAS, The Project site is currently an unused space along the 17th Street
2 underpass of State Route 101 that connects the Potrero Hill neighborhood, is part of the San
3 Francisco Bikeway Network for crosstown thoroughfare, and is experiencing ongoing
4 encampment, public safety, maintenance, and illegal dumping challenges; and

5 WHEREAS, The Project will benefit the City, Caltrans, and the community at large by
6 providing a space that beautifies the right-of-way for travelers and supports community
7 engagement, the local ecology, and safety; and

8 WHEREAS, The Project includes streetscape improvements to provide physical and
9 aesthetic enhancements to the open space including new public artwork, enhanced fencing,
10 retaining walls, soil stabilization, and the planting of new trees and landscaping using local
11 native varieties to better support the local ecology, along with pedestrian, bicyclist, and
12 motorist safety improvements consisting of safer and more accessible widened sidewalks,
13 corner pedestrian bulb-outs, and protected bicycle lanes; and

14 WHEREAS, While working with community organizations, the City identified the Project
15 site and associated challenges and developed concepts that resulted in the proposed Project;
16 and

17 WHEREAS, Caltrans administers the Clean California Local Enhancement Program,
18 which is intended to beautify and improve Caltrans' State Highway System properties; and

19 WHEREAS, Caltrans and Public Works collaborated on and refined the Project scope
20 and formulated a Project budget under which Caltrans would work with the City to construct
21 and install the necessary structures and infrastructure, utility connections, and public art; and

22 WHEREAS, Caltrans submitted a proposal for the Project to the Clean California Local
23 Enhancement Program; and

24
25

1 WHEREAS, On or about November 29, 2021, Caltrans approved the Project’s Clean
2 California Local Enhancement Program proposal, on file with the Clerk of the Board of
3 Supervisors in File No. 221168; and

4 WHEREAS, Caltrans and Public Works have negotiated a cooperative agreement, on
5 file with the Clerk of the Board of Supervisors in File No. 221168, under which Caltrans would
6 be the Project sponsor responsible for establishing the scope of the Project and securing the
7 financial resources to fund the Project construction, and the City, acting by and through Public
8 Works, would be responsible for managing the scope, cost, schedule, and quality of the
9 Project construction and the related plans, specifications, and estimates (the “Cooperative
10 Agreement”); and

11 WHEREAS, Caltrans and the City have negotiated a landscape maintenance
12 agreement, which would allow Public Works to provide maintenance services to infrastructure
13 and landscaping on Caltrans property (“Landscape Maintenance Agreement”), on file with the
14 Clerk of the Board of Supervisors in File No. 221168; and

15 WHEREAS, Funded improvements would include enhanced fencing and gates,
16 accessible sidewalks, corner pedestrian bulb-outs, retaining walls, pedestrian lighting, and
17 public artwork; and

18 WHEREAS, This Project would achieve the community’s and Caltrans’ goals for
19 beautifying this space by improving perceived safety and aesthetics, and unifying
20 communities divided by highways; and

21 WHEREAS, The Project does not require matching funds; and

22 WHEREAS, The Project budget includes \$43,320 for indirect costs, calculated by the
23 San Francisco Public Works FY 2021-2022 Indirect Cost Plan, as described in the Grant
24 Information Form; and

1 WHEREAS, The Project budget and the construction shall not be available without the
2 Board of Supervisors' approval of the acceptance and expenditure of the Grant Funds and the
3 approval of the Cooperative Agreement; now, therefore be it:

4 RESOLVED, The Board of Supervisors adopts the Planning Department's
5 determination under the California Environmental Quality Act as its own; and, be it

6 FURTHER RESOLVED, That the Board of Supervisors accepts the recommendations
7 of the Department as set forth in Public Works Order No. 207043; and, be it

8 FURTHER RESOLVED, Public Works is hereby authorized to accept and expend up to
9 \$1,275,000 in Caltrans Clean California Local Enhancement Program funds for the Project;
10 and, be it

11 FURTHER RESOLVED, Public Works is hereby authorized to enter into a cooperative
12 agreement that is in substantial conformity with the Cooperative Agreement, as determined in
13 consultation with the City Attorney; and, be it

14 FURTHER RESOLVED, That the Director of Public Works is authorized to execute all
15 required documents for receipt of Caltrans Clean California Local Enhancement Program
16 funds and to take further action in accordance with all grant requirements; and, be it

17 FURTHER RESOLVED, That the Board of Supervisors ratifies any administrative
18 action taken to date with respect to the grant funds, including but not limited to the submittal of
19 any applications and related materials; and, be it

20 FURTHER RESOLVED, That within 30 days of the execution of the Cooperative
21 Agreement by all parties, the Department shall provide the final Cooperative Agreement to the
22 Clerk of the Board for inclusion in File No. 221168.

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Approved: _____/s/_____

London Breed, Mayor

Approved: _____/s/_____

Ben Rosenfield, Controller

Recommended:

_____/s/_____

Carla Short, Interim Director

Department of Public Works

n:\legana\as2022\2200427\01606983.docx

File Number: 221168
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors ordinances authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Clean California Local Enhancement Program**
2. Department: **San Francisco Public Works**
3. Contact Person: **Ian Schneider** Telephone: **(628) 271-3126**
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$ 1,275,000.00**
6. a. Matching Funds Required: **\$ (Not required)**
b. Source(s) of matching funds (if applicable):
7. a. Grant Source Agency: **California Department of Transportation (Caltrans)**
b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary:
The Potrero Gateway Streetscape Improvement Project seeks to revitalize and reconnect the Potrero Hill neighborhood separated by US 101 by creating a gateway and providing a safer passageway under the freeway overpass along 17th St from Vermont St to San Bruno Ave and along Vermont St between 17th and Mariposa Streets, locations on San Francisco's Vision Zero High Injury Network. The project will improve pedestrian, bicyclist, and motorist safety by providing safer and accessible widened sidewalks, constructing corner pedestrian bulb-outs, and protected bicycle lanes. The space will also be improved with the planting of new trees and landscaping using local native varieties to better support the local ecology, and the addition of new public artwork, fencing, retaining walls, and soil stabilization.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: **August 2022** End-Date: **March 2026**
10. a. Amount budgeted for contractual services: **\$1,175,000.00**
b. Will contractual services be put out to bid? **Yes**
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? **Yes**
d. Is this likely to be a one-time or ongoing request for contracting out? **One-time**
11. a. Does the budget include indirect costs?
 Yes No
b. 1. If yes, how much? **\$43,320**
b. 2. How was the amount calculated? **San Francisco Public Works FY 2021-2022 Indirect**

Cost Plan

- c. 1. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

c. 2. If no indirect costs are included, what would have been the indirect costs?

12. Any other significant grant requirements or comments:

****Disability Access Checklist****

15. This Grant is intended for activities at (check all that apply):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input checked="" type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input checked="" type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input checked="" type="checkbox"/> New Structure(s) | |

16. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Kevin W. Jensen

(Name)

ADA/Disability Access Coordinator

(Title)

Date Reviewed: November 7, 2022



(Signature Required)

Overall Department Head or Designee Approval:

Carla Short

(Name)

Interim Director

(Title)

Date Reviewed: 11/8/2022 | 11:30:51 AM PST

DocuSigned by:



(Signature Required)

CLEAN CALIFORNIA ENHANCEMENT PROPOSAL

I. PROJECT DESCRIPTION

1.1 PROJECT INFORMATION					
DISTRICT	PROJECT TITLE	CONTACT NAME	COUNTY	ROUTE	PM
04	San Francisco 101 / 17th Street Potrero Gateway	Jeanne Gorham	San Francisco	101	4.1

1.2 PROJECT OVERVIEW	
EA or Project ID: <u>0422000124</u> <input checked="" type="checkbox"/> ENHANCED INFRASTRUCTURE – Beautification Project <input type="checkbox"/> ENHANCED INFRASTRUCTURE– Safety Measures	<input type="checkbox"/> 2021/22 RTL Performance Measure: Art Installations Number: <u> </u> Beautification Sites Number: <u> </u> Safety Measure Sites Number: <u> </u> Estimated Jobs Created Number: <u> </u> <input checked="" type="checkbox"/> 2022/23 RTL Performance Measure: Art Installations Number: <u> 1 </u> Beautification Sites Number: <u> 1 </u> Safety Measure Sites Number: <u> 0 </u> Estimated Jobs Created Number: <u> 15 </u>
Estimated Installation/Construction Complete Date: <u>1/30/23</u> Estimated Construction Contract Acceptance Date: <u>3/30/23</u>	
<input checked="" type="checkbox"/> Agreement Required?	Encroachment Permit; Artists MA, and Copy right agreement and maintenance agreement
This proposal is not linked to any other Clean CA proposals.	

1.3 PROJECT DESCRIPTION
<p>This project proposes to provide enhancements to beautify and complement pedestrian/ bicycle use in the Portrero Hill neighborhood at 17th Street under State Route 101(SR 101) in cooperation with the City of San Francisco Department of Public Works. Caltrans would work with the City to provide decorative fencing, slope paving and pedestrian lighting to augment Public Works Potrero Gateway Project which includes widened sidewalks and corner bulb-outs, protected bicycle lanes, retaining walls and planted terraces, and decorative paving. Public Works is also working with San Francisco Arts Commission on the installation of public art pieces on 17th Street at the corners bordering the SR 101. This project would achieve City, Community and Caltrans goals for beautifying the Portrero Hill neighborhood and supporting active transportation through pedestrian and bicycle enhancements that connect the neighborhood on both sides of the highway. An improvement plan is included as Attachment C. This document will serve as authorizing document to enter into a cooperative agreement with the City of San Francisco for construction.</p>

1.4 PURPOSE AND NEED
<p>SR 101 is an elevated structure in San Francisco running from downtown south through various mixed-use neighborhoods. At the project location the highway is the dividing line between the Mission District and the Portrero Hill neighborhood. The highway structure is a dominant presence among the adjacent residences, businesses, schools and shopping areas along the streets surrounding the freeway. 17th Street is one of the streets providing local access from one side of the highway to another and is considered a gateway to the Portrero Hill neighborhood. The street and sidewalks under the highway are poorly lit and enclosed with chain link fence and a bare, erosive slope that discourage pedestrian use. New lighting and attractive slope paving and fencing will enhance the visual appeal of the space and make it more usable. Existing site photos for the project location are included in Attachment C.</p>

1.5 MAP
See Attachment A for a project location map.

1.6 COST	
Project Phase	Estimated Cost (1,000)
ENVIRONMENTAL	10
PS&E	10
R/W (SUPPORT)	5
R/W (CAPITAL)	1
CON (SUPPORT)	25
CON (CAPITAL)	1,500
TOTAL*	1551

*By signing this proposal, District certifies acknowledgement that funding estimate above will be the only funding allocated for this proposed project through the Clean California Program. Cost overruns for support and/or capital costs will require the District to adjust the scope of this project or another Clean California project, or identify other sources of funding.

1.7 SCHEDULE	
Project Phase	Completion Date
CCEP Approval	11/21
CC-SDR Approval (including ED)	3/1/22
R/W Certification	3/15/22
Ready to List (RTL)	3/30/22
Advertise	5/30/22
Award	7/30/22
Construction Complete	1/30/23
Construction Contract Acceptance (CCA)	3/30/23
End Project	3/30/24

1.8 KNOWN CONCERNS OR RISKS

II. LOCAL ALIGNMENT

3.1 LOCAL ALIGNMENT

The City of San Francisco developed the proposed project design with ongoing collaboration with the community. This proposal benefits Caltrans, City of San Francisco, and the community at large. The project enables Caltrans and San Francisco to provide a space that beautifies Caltrans right of way for travelers and neighbors, while supporting community identification and active transportation efforts.

III. COMMUNITY ENGAGEMENT

4.1 COMMUNITY ENGAGEMENT INFLUENCE

In 2011 the community came together to discuss ways to beautify and improve the public right-of-way around the US 101 - the community formed the Potrero Gateway Park Steering Committee as a response to this desire. Over the years, a number of community meetings and workshops were hosted to explore possibilities in the space and develop conceptual designs with the help of San Francisco Public Works. In 2019, Public Works was fully brought onboard to design and construct the project; Public Works has met with the Steering Committee and other neighbors regularly throughout the design phase providing updates, collaborating on features, and showcasing the design for feedback.

IV. UNDERSERVED or HISTORICALLY EXCLUDED COMMUNITIES

5.1 ANALYSIS

Is the project located in an underserved or historically excluded community?

- Yes
 No
 partially located in an underserved community

List the communities:

- Underserved Community, Mission, Potrero Hill and SOMA neighborhoods in San Francisco

What was the basis for determining if any part of project is located in an historically excluded community: (only check a box if in or partially in an historically excluded community)

- a. Median Household Income
b. CalEnviroScreen 3.0
c. Free or Reduced Price School Meals
d. Healthy Places Index
e. Native American Tribal Lands
f. Other

5.2 BENEFITS TO UNDERSERVED or HISTORICALLY EXCLUDED COMMUNITY

The proposed project location at 17th Street and US 101 is near the convergence of the Mission, Potrero Hill and SOMA districts in San Francisco. The area hosts a mixture of light industrial and residential land uses. The proposed project location is within a regionally designated Equity Priority Community (formerly known as Communities of Concern) and within a mile of Census Tract 6075017601, a disadvantaged community with a CalEnviroScreen score of 75-80%. There two nearby schools (Downtown High School and Kipp College Preparatory School) where 75-100% of students are eligible for free or reduced lunch.

V. ADDITIONAL ATTACHMENTS

6.1 SUPPLEMENTAL MATERIALS

Attachment A: Project Location Map
Attachment B: Public Engagement Plan
Attachment C: Existing site photos, and preliminary design information

Prepared by:

Jeanne Gorham

Jeanne Gorham
Landscape Architect License #3962

11/09/21

Date

Concurrence by:

Parviz Lashai

Parviz Lashai
Acting Deputy District Director,
Maintenance

11/22/2021

Date

Approval Recommended by:

Byron Lim

Byron Lim
District Clean California Coordinator

11/22/2021

Date

Approved by:

David Ambuehl

David Ambuehl (Nov 23, 2021 15:42 PST)

Dina El-Tawansy
District Director

11/23/2021

Date

Concurrence by:

Joy Tite

Joy Tite
HQ Project Delivery Clean California
Beautification Program Coordinator

11/29/2021

Date

Acceptance by:

Adnan Maiah

Adnan Maiah (Nov 29, 2021 21:04 PST)

Adnan Maiah
HQ Clean California Program
Director

11/29/2021

Date

SAN FRANCISCO COUNTY

Clean California Program Beautification Project San Francisco 17th Street Undercrossing




October 2021

Disadvantaged Communities

 Top 25th Percentile
(CalEnviroScreen 3.0 June 2018)

Healthy Places Index by Census Tract

-  No Data Available
-  25th Percentile
-  50th Percentile
-  75th Percentile
-  100th Percentile



0 0.25 0.5 1 Miles

17th Street UC

Downtown High

KIPP San Francisco
College Preparatory

San Francisco Bay



PROJECT INFORMATION					
DISTRICT	PROJECT TITLE	CONTACT NAME	COUNTY	ROUTE	PM
04	San Francisco 101 / 17th Potrero Gateway	Jeanne Gorham	SF	101	4.1

1. PUBLIC ENGAGEMENT GOALS & OBJECTIVES

Public Engagement Goals	Public Engagement Objectives
<ul style="list-style-type: none"> • Providing true and authentic engagement to determine design solutions. • Seeking to build trust with the public through engagement. • Improving equity through engagement. 	<ul style="list-style-type: none"> • Identify stakeholder concerns and ideas for improvement • Select appropriate alternatives • Determine how users interact with the site

2. PUBLIC ENGAGEMENT PURPOSE & NEED

(REPLACE TEXT) Provide a general description of why the public is involved and what elements of the project are flexible and open to change. Identify general or specific elements that can be modified based on stakeholder feedback.

3. TARGET AUDIENCE

(REPLACE TEXT) Provide information on the target audience including any groups that should be included in the engagement efforts.

4. SCHEDULE, PHASES & PUBLIC ENGAGEMENT ACTIVITIES

Proposal Phase	Design Phase
Target date for completion of Proposal Engagement Activities: <u>06/30/2021</u>	Target date for completion of Design Engagement Activities: <u>06/30/2022</u>
Outreach and Engagement activities during the proposal phase: <ul style="list-style-type: none"> • Potrero Gateway Steering committee meetings • Potrero Gateway workshops 	Outreach and Engagement activities during the design phase: <ul style="list-style-type: none"> • Potrero Gateway Steering committee meetings • Potrero Gateway workshops

5. DOCUMENTING ENGAGEMENT RESULTS

In 2011 the community came together to discuss ways to beautify and improve the public right-of-way around the US 101 - the community formed the Potrero Gateway Park Steering Committee as a response to this desire. Over the years, a number of community meetings and workshops were hosted to explore



possibilities in the space and develop conceptual designs with the help of San Francisco Public Works. In 2019, Public Works was fully brought onboard to design and construct the project; Public Works has met with the Steering Committee and other neighbors regularly throughout the design phase providing updates, collaborating on features, and showcasing the design for feedback.

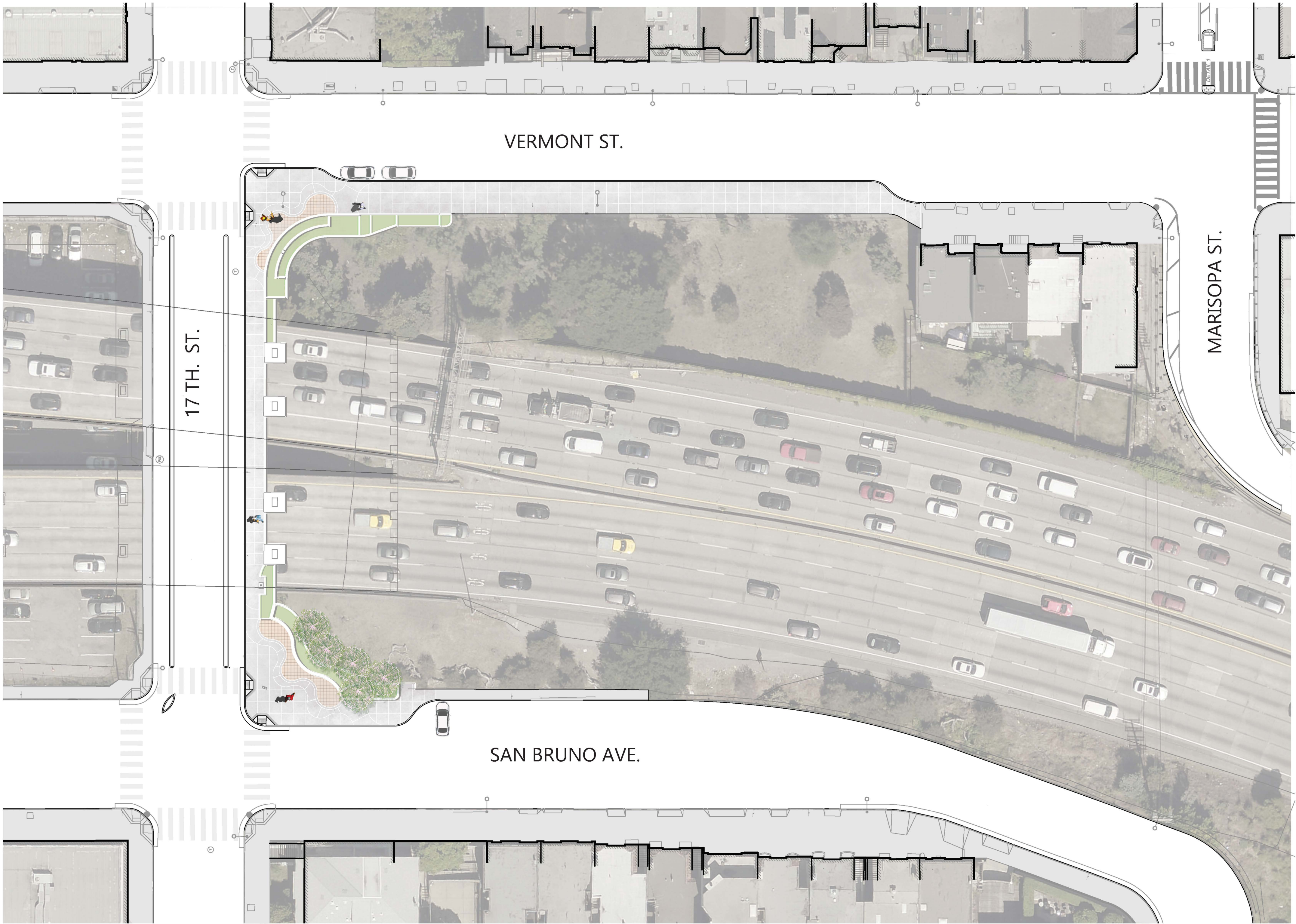
6. PERFORMANCE METRICS

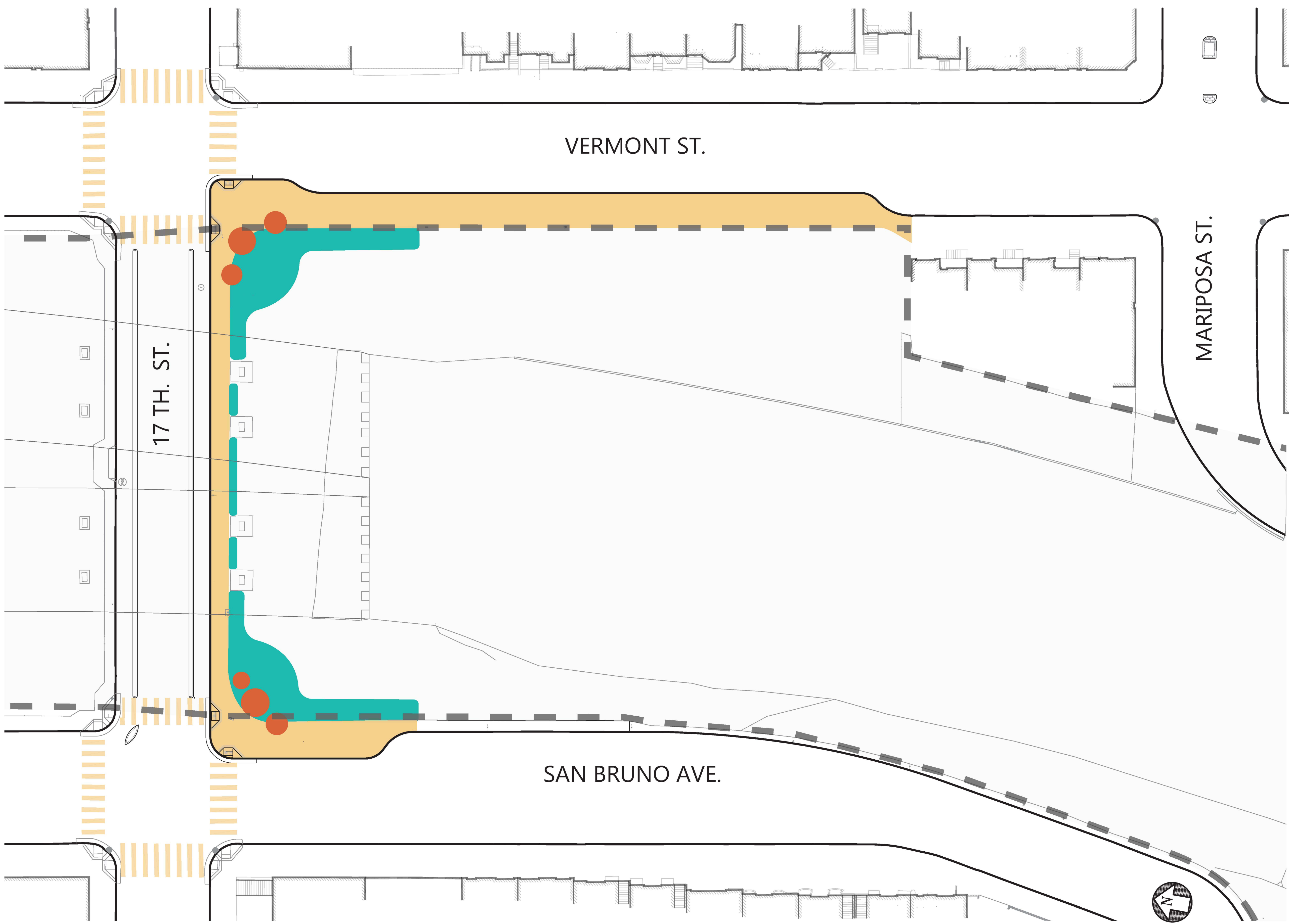
Workshops were documented by the City of San Francisco staff, outcome of workshop designs are included in Attachment C.

7. MODIFICATIONS TO THE PUBLIC ENGAGEMENT PLAN

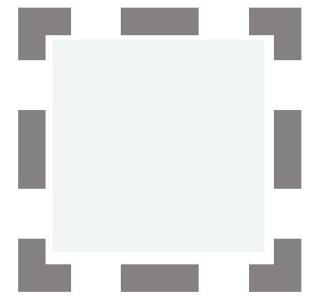
(REPLACE TEXT) Describe modifications to the PEP that took place through the project.

POTRERO GATEWAY





**CALTRANS
PROPERTY**

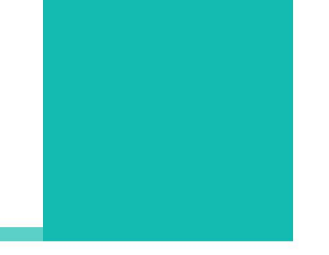


**STREETSCAPE
IMPROVEMENTS**



- WIDENED SIDEWALK
- PEDESTRIAN BULBOUTS
- PROTECTED BICYCLE LANES

**LANDSCAPE
ARCHITECTURE**



- RETAINING WALLS
- FENCING
- PLANTING
- DECORATIVE PAVING
- SOIL STABILIZATION
- IRRIGATION

PUBLIC ART



- SCULPTURE

CLEAN CALIFORNIA ENHANCEMENT PROPOSAL

San Francisco 101 / 17th Street Enhancements

2199 17th St - Google Maps

<https://www.google.com/maps/@37.7646186,-122.4053241,3a,75y,131.37h,83.62t/data=!3m6!...>

Google Maps 2199 17th St

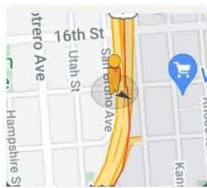


Image capture: Dec 2020 © 2021 Google

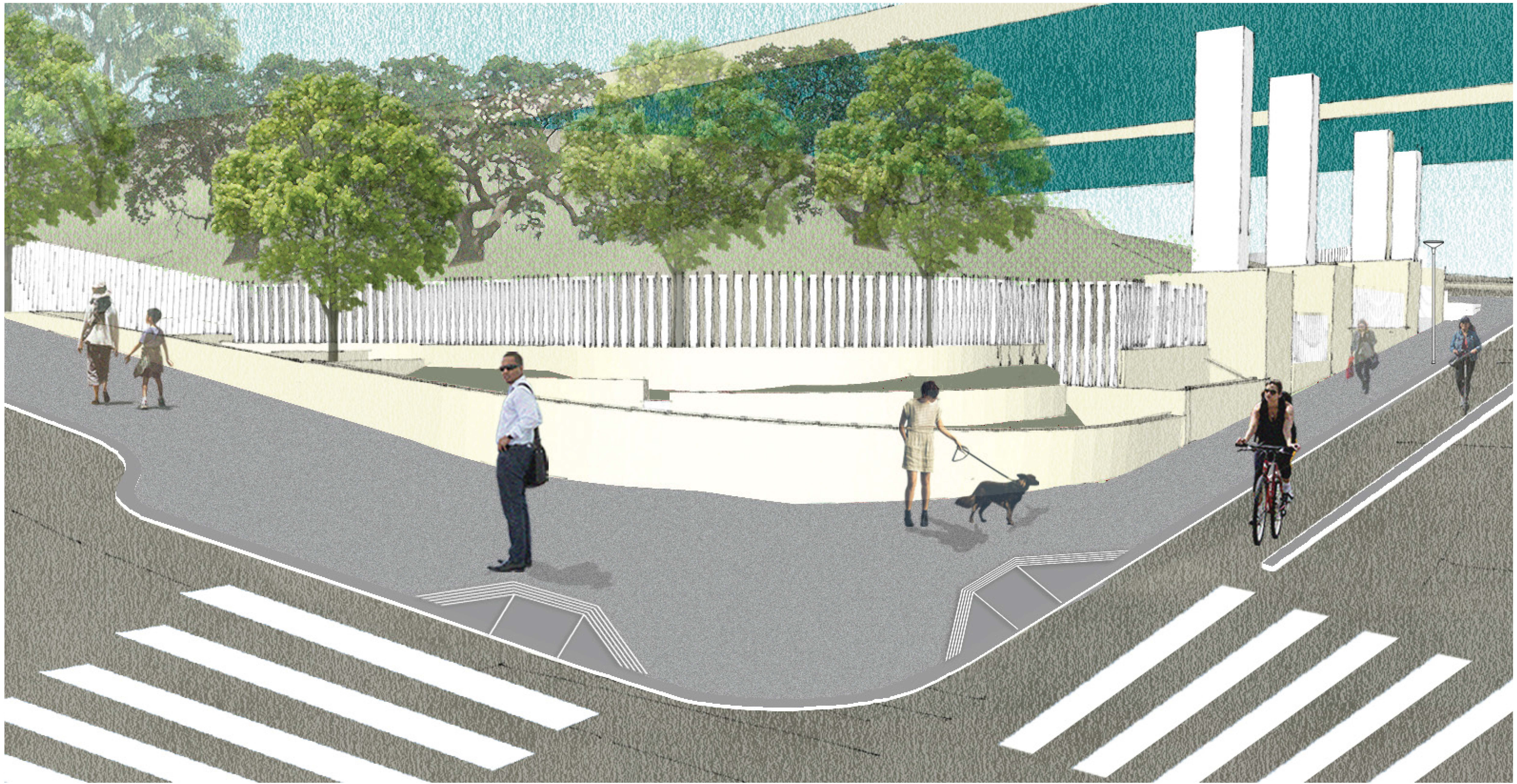
San Francisco, California



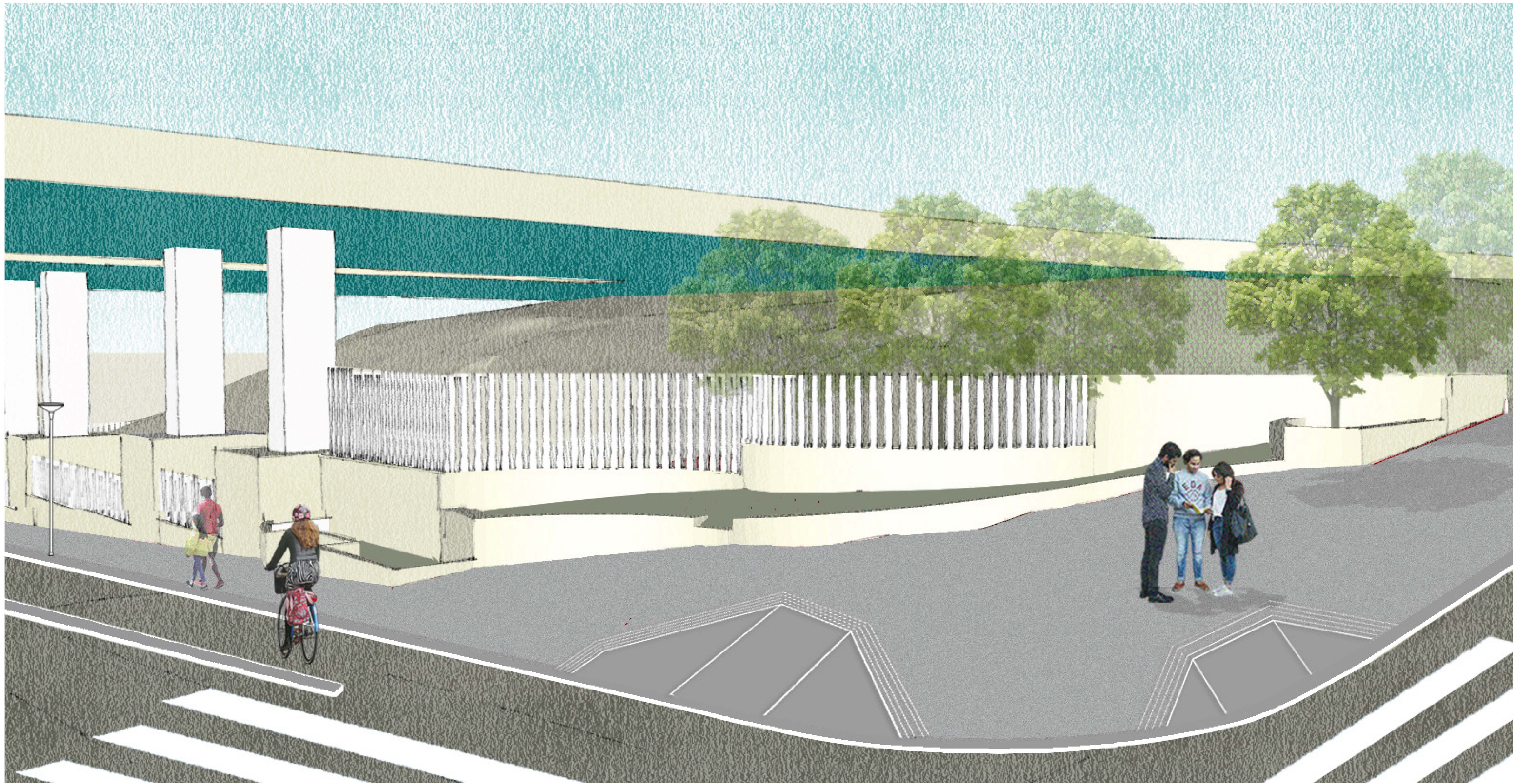
Street View - Dec 2020



10/19/2021 2:36 PM



CONCEPTUAL VERMONT AND 17TH RENDING



CONCEPTUAL SAN BRUNO AND 17TH RENDING












Clean CA San Francisco 17th Street

Final Audit Report

2021-11-22

Created:	2021-11-22
By:	Jeanne Gorham (s108908@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0rdYlhQqVz4c_IEKere3Ld-NhdC20StQ

"Clean CA San Francisco 17th Street" History

-  Document created by Jeanne Gorham (s108908@dot.ca.gov)
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-  Document emailed to Helena (Lenka) Culik-Caro (helena_lenka_culik-caro@dot.ca.gov) for approval
2021-11-22 - 5:26:07 PM GMT
-  Email viewed by Helena (Lenka) Culik-Caro (helena_lenka_culik-caro@dot.ca.gov)
2021-11-22 - 10:29:00 PM GMT - IP address: 149.136.25.244
-  Document approved by Helena (Lenka) Culik-Caro (helena_lenka_culik-caro@dot.ca.gov)
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2021-11-22 - 10:38:42 PM GMT
-  Document emailed to Byron Lim (byron.lim@dot.ca.gov) for signature
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-  Agreement completed.
2021-11-22 - 11:04:49 PM GMT














Clean CA D4 San Francisco 17th Street

Final Audit Report

2021-11-30

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By:	Jeanne Gorham (s108908@dot.ca.gov)
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Signature Date: 2021-11-30 - 5:04:27 AM GMT - Time Source: server

 Agreement completed.

2021-11-30 - 5:04:27 AM GMT



AMENDMENT NO. 4 TO
LANDSCAPE MAINTENANCE
AGREEMENT WITHIN STATE
HIGHWAY RIGHT OF WAY
ON VARIOUS ROUTE(S)
WITHIN CITY AND COUNTY
OF SAN FRANCISCO

This AMENDMENT NO. 4 to the Landscape Maintenance Agreement identified below as “AMENDMENT 4”, is effective on August 31, 2021, and is entered into by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE”, and the City and County of San Francisco, a municipal corporation, hereinafter referred to as “CITY”, acting by and through its Public Works Director. CITY and STATE together are hereafter referred to as “PARTIES”.

RECITALS:

1. PARTIES, entered into an agreement on July 20, 2016, entitled “LANDSCAPE MAINTENANCE AGREEMENT WITHIN STATE HIGHWAY RIGHT OF WAY ON VARIOUS ROUTE WITHIN THE CITY AND COUNTY OF SAN FRANCISCO hereafter referred to as “AGREEMENT”. AGREEMENT defined the terms and conditions applicable to CITY’s landscape and hardscape maintenance duties at the various areas within STATE right of way, as shown in Exhibit “A” of AGREEMENT.
2. AGREEMENT by its terms provides that it may be modified or amended at any time upon mutual consent of the PARTIES.
3. The purpose of this AMENDMENT 4 is to assign and expand the maintenance responsibilities including new Gateway retaining wall structures, planters, drainage and irrigation systems, landscape modifications, and decorative paving elements, hereinafter referred to as “LANDSCAPING”.
4. LANDSCAPING has been installed or will be installed adjacent to State Route 101 at 17th Street at San Bruno Avenue and Vermont Street.
5. PARTIES desire to amend AGREEMENT as provided herein.

IT IS THEREFORE MUTUALLY AGREED:

6. EXHIBIT A; Sheet 1 (REVISION 3), labeled “LOCATION MAP” is hereby deleted and replaced by EXHIBIT A; Sheet 1 (REVISION 4), labeled “LOCATION MAP”.

- 7. EXHIBIT A; Sheet 2 (REVISION 3), labeled "LIST OF LOCATIONS" is hereby deleted and replaced by EXHIBIT A; Sheet 2 (REVISION 4), labeled "LIST OF LOCATIONS".
- 8. EXHIBIT A; Sheet 17, labeled "EXHIBIT A Sheet 17, LOCATION #14" is added as a new sheet to EXHIBIT A; Sheet 17". In all other respects, AGREEMENT shall remain in full force and effect.
- 9. New Article 11 is hereby added to and made part of AGREEMENT to read as follows:

"11. RETAINING WALLS - CITY is responsible for the structural adequacy of retaining walls installed as part of LANDSCAPING at 17th Street at San Bruno Avenue and Vermont St; area shown in Exhibit A, Sheet 16 of AGREEMENT. Additionally, CITY is responsible for debris removal, cleaning, and painting to keep wall structure free of said debris, dirt, and graffiti.
- 10. All other terms and conditions of AGREEMENT shall remain in full force and effect.
- 11. AMENDMENT 4 is hereby deemed to be included in and made a part of AGREEMENT.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.


CITY AND COUNTY OF
SAN FRANCISCO

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION


By: 
073CF73A4EA6486...
CARLA SHORT, Interim Director

TONY TAVARES
Director of Transportation

Approved as to Form and Procedure:

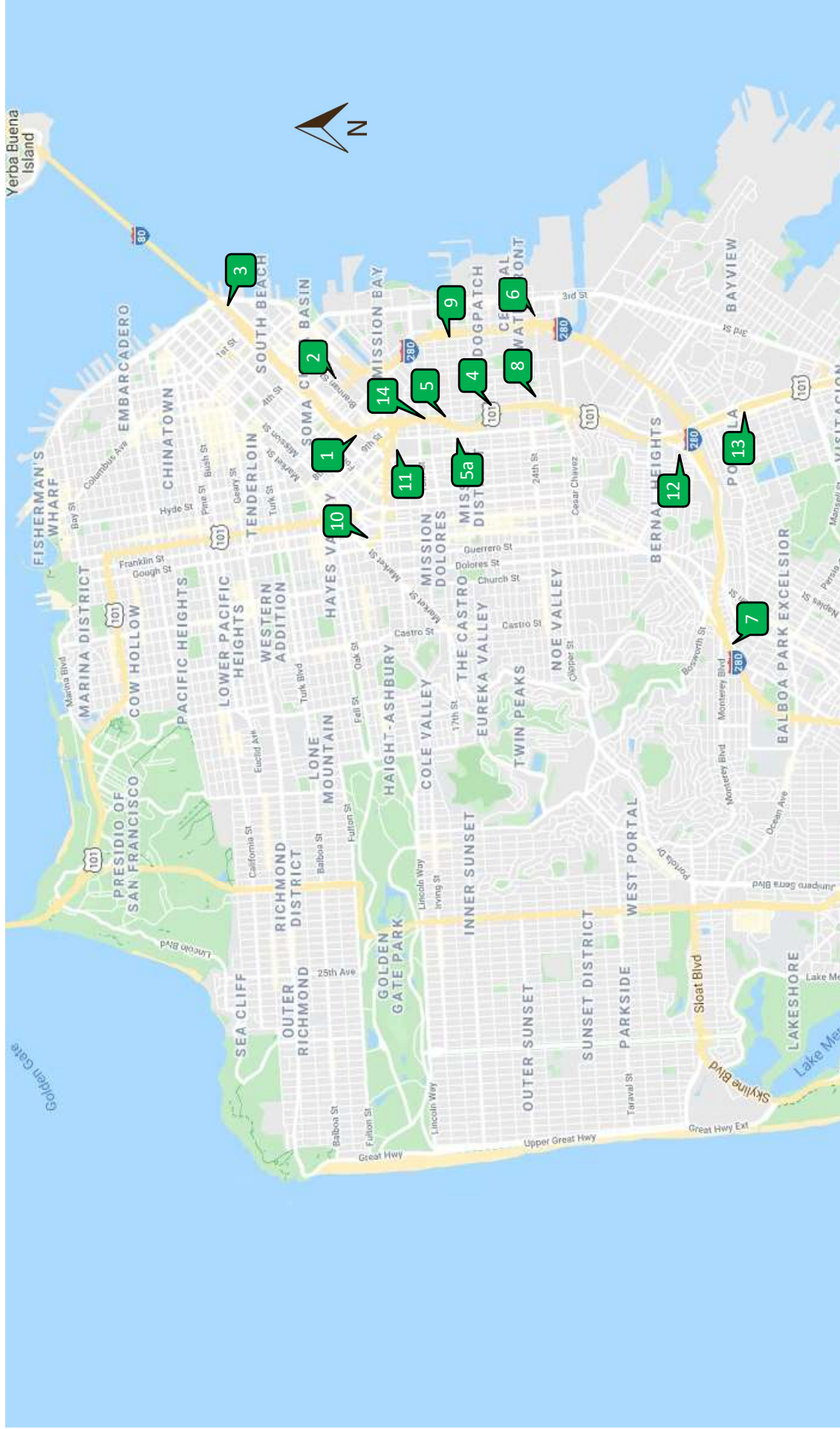
By: 
731BC5A998C6440
CHRISTOPHER TOM

Deputy City Attorney

By:  09/13/2022
LEAH BUDU
Deputy District Director Maintenance
District 04

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**MAINTENANCE AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO
04-SF-VAR (REVISION 4)**



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MAINTENANCE AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO
04-SF-VAR (REVISION 4)

LOCATION	COUNTY	ROUTE	PM	DESCRIPTION	PERMIT #
1	SF	80	4.4	Off Ramp at Harrison Street/8th Street	0407-NAH0915
2	SF	280	7.5	Off Ramp at Brannan Street/6th Street	0409-NLF1452/6DP1860
3	SF	101	3.0	Still Street	TBD
4	SF	101	3.6	Vermont Street Garden	0412-NMCO109
5	SF	101	3.9	18th Street and San Bruno Avenue	0410-NAH0430
5a	SF	101	3.96	18th St. and Utah Street (Fallen Bridge Mini Park)	0408-NFN1948
6	SF	280	6.1/6.2	Progress Park near Indiana	0410-NAH2197
7	SF	280	2.6/2.7	Mission Terrace Bridge Garden NB 280 on the South Side	0407-NAH0492
8	SF	101	3.25	East Side of 101 at 25th and Kansas	0410-NAH0407
9	SF	280	6.6	18th Street and Pennsylvania Avenue	NONE
10	SF	101	R5.4	Mc Coppin Hub	TBD
11	SF	101	3.0	Cesar Chavez St. and HWY Southbound On-Ramp	0418-NMCO865
12	SF	280	R4.242	Alemany Blvd and San Bruno Ave	0421-NMCO2989
13	SF	101	1.61	Thornton Pocket Park, West of 101 Dead-End Street	TBD
14	SF	101	4.13	Potrero Gateway at 17 th St & San Bruno Ave/Vermont St	TBD

EXHIBIT A Sheet 2
LIST OF LOCATIONS
(REVISION 4) NO SCALE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
MAINTENANCE AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO
04-SF-VAR

AGREED TO BY
CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS

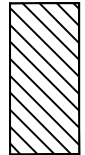
Director _____ Date _____

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

D-4 DDD-Maintenance _____ Date _____



LEGEND:



Landscape Area including retaining wall/planter structures, related minor drainage, irrigation and special paving to be maintained by CITY; all fencing to be maintained by STATE

EXHIBIT A Sheet 17
LOCATION #14
04-SF-101-PM 4.13
NO SCALE

Encroachment Permit #

LMA amendment #4 CCSF

Final Audit Report

2022-09-13

Created:	2022-09-13
By:	Victor Pereyra (s126994@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7rqhja-y4lhUdqDADkVQh1thO0CenQKx


"LMA amendment #4 CCSF" History

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 Agreement completed.

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SFPW Potrero Gateway Improvements Project
CLEAN CALIFORNIA BUDGET (CALTRANS)

GENERAL	
Traffic Control	\$ 90,000.00
Mobilization (Maximum 3% of the Sum of All Bid Excluding Allowances and Mobilization and DeMobilization)	\$ 22,500.00
Demobilization (Maximum 2% of the Sum of All Bid Excluding Allowances and Mobilization and DeMobilization)	\$ 2,020.00
Allowance for Partnering Facilitation and Related Costs	\$ 3,750.00
Allowance for Graffiti Removal	\$ 1,000.00
SUBTOTAL COST FOR GENERAL	\$ 119,270.00
CONTAMINATED SOIL	
Transport of Class II & III Soil	\$ 400.00
Disposal of Class II & III Soil	\$ 400.00
Allowance for Unforeseen Environmental Work	\$ 12,500.00
SUBTOTAL COST FOR CONTAMINATED SOIL	\$ 13,300.00
ROADWAY	
Hot Mix Asphalt (Type A ½-Inch Maximum with Medium Grading)	\$ 3,800.00
Full Depth Planing Per 2-Inch Depth of Cut	\$ 472.50
8-Inch Thick Concrete Base	\$ 40,500.00
3 ½-Inch Thick Concrete Sidewalk (Per SFDPW Standard Plan 96,608)	\$ 30,240.00
3 ½-Inch Thick Concrete Sidewalk With Integral Color	\$ 2,560.00
4-Inch Thick Concrete Sidewalk With Integral Color	\$ 8,940.00
6-Inch Wide Concrete Curb	\$ 13,500.00
Earthwork Grading at Sidewalk	\$ 13,000.00
Temporary Traffic Striping Tape	\$ 1,078.00
SUBTOTAL COST FOR ROADWAY	\$ 114,090.50
LANDSCAPE ARCH	
Tree Removal and Stump Grinding	\$ 9,228.00
Existing Tree Protection and Maintenance	\$ 600.00
Concrete Wall Form Liner Finish and Integral Color	\$ 298,080.00
Metal Picket Fence	\$ 73,125.00
Anti-Graffiti Coating	\$ 5,000.00
Metal Work Paint	\$ 12,000.00
SUBTOTAL COST FOR LANDSCAPE	\$ 398,033.00
ELECTRICAL	
City Standard Steel Street Light Pole (28.5') with Dual 6' Luminaire Arms and LED Luminaires (See)	\$ 9,000.00
1-1.5" GRS Conduit (Underground) in Sidewalk	\$ 15,000.00
Pull Box Type I with tamper proof and bolt down lock lid (Street lighting)	\$ 1,000.00
Miscellaneous Electrical Work	\$ 22,000.00
SUBTOTAL COST FOR ELECTRICAL	\$ 47,000.00
STRUCTURAL	
Excavation and Grading	\$ 24,000.00
Concrete Walls	\$ 7,200.00

Cast-In-Drilled-Hole Concrete Piles	\$	30,000.00
Compacted Fill And Backfill Materials	\$	11,880.00
SUBTOTAL COST FOR STRUCTURAL		\$ 73,080.00
ADDITIONAL		
Additional Metal Picket Fence & Gates	\$	74,160.00
Additional Pedestrian Lighting	\$	65,000.00
Rock Blanket Slope Treatment	\$	116,800.00
SUBTOTAL COST FOR ADD		\$ 255,960.00

CAPITAL COST TOTAL	\$	1,020,733.50
CONTINGENCY	\$	154,266.50
SOFT COSTS	\$	100,000.00
TOTAL COSTS	\$	1,275,000.00

COOPERATIVE AGREEMENT

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

City and County of San Francisco, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. CALTRANS is authorized per the California Streets and Highways Code, section 91.42 to expend Clean California State Beautification Program of 2021 (CLEAN CALIF) funds towards beautifying and cleaning up state highways and eligible projects towards that goal.
3. For the purpose of this AGREEMENT, *enhancements to beautify and complement pedestrian/bicycle use in the Potrero Hill neighborhood at 17th Street under State Route 101(SR 101) along with decorative fencing, slope paving and pedestrian lighting to augment Public Works Potrero Gateway Project* referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
4. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

5. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

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

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.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES 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.

6. The following work associated with this PROJECT has been completed or is in progress:
 - CALTRANS has approved the Categorical Exemption on June 9, 2021 through an encroachment permit.
 - CITY is developing the R/W Certification through the encroachment permit process.
 - CITY is developing the Plans, Specifications and Estimate through the encroachment permit process.
 - CALTRANS is developing the Project Report.
7. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
8. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

9. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.
10. CALTRANS is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

11. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.
 - CITY is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).
12. CITY will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
13. Any PARTY responsible for completing WORK will 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 work that may occur under separate agreements.

Funding

14. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

15. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

16. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

19. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
20. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

21. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
22. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA Lead Agency

23. CALTRANS is the CEQA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

24. PARTIES 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 PARTY's responsibilities in this AGREEMENT.
25. 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.
26. The PROJECT will not require environmental permits/approvals.

CONSTRUCTION

27. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
28. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	No

29. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

30. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
31. CALTRANS will not issue an encroachment permit to CITY for construction work until the following conditions are met:
 - CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - Any new or amended maintenance agreements required for the WORK are executed.
32. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
33. CITY will advertise, open bids, award, and approve the construction contract in accordance with the San Francisco Administrative Code, California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.
34. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY will not award the construction contract.
35. CALTRANS will not issue an encroachment permit to City's construction contractor until CALTRANS accepts:
 - The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
36. The CONSTRUCTION Quality Management Plan (QMP) 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 QMP (SIQMP) are subject to review and approval by the State Materials Engineer.
37. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations CITY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.

38. CITY 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.
39. CALTRANS will review and concur with:
 - 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).
40. CITY will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.
41. CITY is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. CITY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
42. As the CONSTRUCTION IMPLEMENTING AGENCY, CITY is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:
 - Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
 - CALTRANS approves a request from CITY for relief from maintenance of the PROJECT or a portion thereof.
43. CITY will ensure all necessary maintenance agreements will be executed and/or amended with CALTRANS.

44. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

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

45. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, CITY will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s 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 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, CITY 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 Professional 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, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

46. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
47. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

Additional Provisions

Standards

48. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

49. CALTRANS retains the right to reject noncompliant WORK. CITY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

50. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

51. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

52. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. CITY, their contractors, consultants, 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 CITY, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
53. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

54. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

55. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

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

56. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

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

HM-2 is 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.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

58. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
59. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

60. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CITY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

61. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

CITY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and CITY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. CITY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

62. 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.

Claims

63. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
64. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
65. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

66. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK 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.

67. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

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

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

68. PARTIES 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), and CITY will have access to all WORK-related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, 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 PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY 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, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

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

69. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
70. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

71. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

72. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

73. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
74. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
75. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

76. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

Environmental Compliance

77. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

78. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

79. PARTIES 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 PARTY 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.

Exemptions

80. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds through the Clean California Program.

Indemnification

81. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their 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 CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
82. Neither CITY nor any of its officers and employees, are 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 CITY and all of their 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.

Non-parties

83. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
84. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

85. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

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

86. 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.

Defaults

87. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

88. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Director of CITY's Department of Public Works will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

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

PARTIES 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.

89. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

90. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will 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 PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

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, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

Contact Information

CALTRANS

Mathew Abel, Acting Project Manager – D4 Clean CA

111 Grand Avenue

Oakland, CA 94612

Office Phone: (510) 774-6009

Mobile Phone: (510) 774-6009

Email: Mathew.abel@dot.ca.gov

CITY

Trent Tieger, Project Manager

49 South Van Ness Ave. 7th Floor

San Francisco, CA 94103

Office Phone: (415) 319-4637

Mobile Phone: (415) 319-4637

Email: trent.tieger@sfdpw.org

Billing contact:

Jennifer Marques, Acting Finance Manager

49 South Van Ness Ave. Suite 1600, San Francisco, California 94103

Office Phone: (628) 271-3124

Mobile Phone: (628) 271-3124

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

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

Verification of funds and authority:

Jeffrey Kuehnel
District Budget Manager

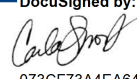
Approved as to form and procedure:

Deputy Attorney

Certified as to financial terms and policies:

Nadine Karavan
HQ Accounting Supervisor

**SAN FRANCISCO DEPARTMENT OF
PUBLIC WORKS**

DocuSigned by:

073CE73A4EA6486

Carla Short
Interim Director

Approved as to form and procedure:

DAVID CHIU
City Attorney

By: _____
Christopher Tom
City Attorney

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u> v. 2					
<u>IMPLEMENTING AGENCY</u> →			<u>CITY AND COUNTY OF SAN FRANCISCO</u>		
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
STATE	CALTRANS	Clean CALIF	100,000	1,175,000	1,275,000
Totals			100,000	1,175,000	1,275,000

v 21				
<u>SPENDING SUMMARY</u>				
Fund Type	CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	<u>CITY</u>	<u>CITY</u>	
Clean CALIF	0	100,000	1,175,000	1,275,000
Totals	0	100,000	1,175,000	1,275,000

Funding

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

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

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the 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 PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

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

ICRP Rate

3. 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.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

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

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

Invoicing and Payment

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

CONSTRUCTION Support

11. CITY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

12. CITY will invoice and CALTRANS will reimburse for actual costs incurred and paid.



San Francisco Public Works
General – Director’s Office
49 South Van Ness Ave., Suite 1600
San Francisco, CA 94103
(628) 271-3160 www.SFPublicWorks.org

Public Works Order No: 207043

REQUESTING AND RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE A RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO ACCEPT AND EXPEND \$1,500,000 FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION’S CLEAN CALIFORNIA LOCAL ENHANCEMENT PROGRAM FOR THE CONSTRUCTION OF IMPROVEMENTS AND ENHANCEMENTS ON THE STATE HIGHWAY SYSTEM IN SUPPORT OF THE POTRERO GATEWAY STREETScape IMPROVEMENT PROJECT, AND APPROVING AND AUTHORIZING PUBLIC WORKS TO ENTER INTO A COOPERATIVE AGREEMENT WITH CALTRANS REGARDING PROJECT CONSTRUCTION AND IMPLEMENTATION

WHEREAS, the Department of Public Works has collaborated with the California Department of Transportation (“Caltrans”) on the Potrero Gateway Streetscape Improvement project, which would revitalize and reconnect the Potrero Hill neighborhood separated by State Route 101 by creating a gateway and providing a safer passageway under the freeway overpass, along 17th Street from Vermont Street to San Bruno Avenue, and along Vermont Street from 17th Street to Mariposa Street (“Project”); and

WHEREAS, The Project includes streetscape improvements to aesthetically enhance the open space with the addition of new public artwork, enhanced fencing, retaining walls, soil stabilization, and the planting of new trees and landscaping using local native varieties to better support the local ecology, along with improvements to pedestrian, bicyclist, and motorist safety by constructing safer and accessible widened sidewalks, corner pedestrian bulb-outs, and protected bicycle lanes; and

WHEREAS, While working with community organizations, the City identified the Project site and associated challenges and developed concepts that resulted in the proposed Project; and

WHEREAS, Caltrans and Public Works collaborated on the concept of the Project and formulated a Project budget under which Caltrans would work with the City to construct and install the necessary structures and infrastructure, install utility connections, and install public art, as described in the Legislative Package (defined below); and

WHEREAS, Thereafter, Caltrans submitted a proposal to the Clean California Local Enhancement Program to fund the Project (“Proposal”); and

WHEREAS, On June 9, 2021, Public Works, the Lead Agency for the Project pursuant to the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.), issued a notice of exemption, attached as Exhibit 1, which determined that the Project constitutes a Common Sense Exempt project under Title 14, Division 6, Chapter 3, Article 5, Section 15061(b)(3) of the California Code of Regulations; and

WHEREAS, On or about November 29, 2021, Caltrans approved the Proposal (attached as Exhibit 2, as approved); and

WHEREAS, Caltrans and Public Works have negotiated a cooperative agreement under which Caltrans would be the Project sponsor responsible for establishing the scope of the Project and securing the financial resources to fund the Project construction, and the City, acting by and through Public Works, would be responsible for managing the scope, cost, schedule, and quality of the Project construction and the related plans, specifications, and estimates (the “Cooperative Agreement,” attached as Exhibit 3); and

WHEREAS, In compliance with the requirements of Administrative Code Section 10.170-1, the Department shall transmit this Order to the Clerk of the Board of Supervisors along with the following documents: (1) the Caltrans notice of exemption (Exhibit 1); (2) the approved Proposal (Exhibit 2); (3) the Cooperative Agreement (Exhibit 3); (4) the proposed resolution signed by the Department, the Mayor or the Mayor’s designee, and the Controller, attached as Exhibit 4; (5) the associated Grant Information Form, attached as Exhibit 5; and (6) a cover letter to the Clerk of the Board substantially conforming to the specifications of the Clerk of the Board (together with the Order and all referenced exhibits, the “Legislative Package”); and

WHEREAS, The Department has reviewed the contents of the Legislative Package; therefore, it is hereby:

REQUESTED and RECOMMENDED, That the Board of Supervisors approve the proposed resolution and authorize the Department of Public Works to enter into the Cooperative Agreement on behalf of the City, and to authorize the Department and the Clerk of the Board to take further actions, as may be deemed necessary by the Grantor before the Department may accept and expend the grant funds for the Project, as set forth in the Legislative Package.

It is so ordered.

X

DocuSigned by:

A handwritten signature in black ink, appearing to read "Celia J. ...", enclosed within a blue rectangular box.

Short, Celia - 073CF73A4EA6486...

Public Works Order - Potrero Gateway



CEQA Exemption Determination

PROPERTY INFORMATION/PROJECT DESCRIPTION

Project Address		Block/Lot(s)
DPW: Potrero Gateway		3959001, 3976029
Case No.		Permit No.
2021-003946ENV		
<input type="checkbox"/> Addition/Alteration	<input type="checkbox"/> Demolition (requires HRE for Category B Building)	<input type="checkbox"/> New Construction
<p>Project description for Planning Department approval.</p> <p>Public Works, on behalf of the City and County of San Francisco, is proposing to implement the Potrero Gateway Project, which would provide streetscape improvements along 17th Street between San Bruno Avenue and Vermont Street, and along Vermont Street from 17th Street to approximately 200 feet south adjacent to and underneath the US-101 freeway bridge. Features to be constructed include widened sidewalks, enhanced bicycle lanes, corner bulb-outs, traffic and parking modifications, and landscaping elements. The project's objective is to improve pedestrian, vehicle, and bicyclist safety as well as enhance the landscaping and community connections across the freeway. The project scope includes work within the Caltrans right-of-way as well as the City right-of-way. The project proposes approximately 450 cubic yards of soil disturbance and 4 trees would be removed.</p>		

STEP 1: EXEMPTION TYPE

The project has been determined to be exempt under the California Environmental Quality Act (CEQA).	
<input type="checkbox"/>	Class 1 - Existing Facilities. Interior and exterior alterations; additions under 10,000 sq. ft.
<input type="checkbox"/>	Class 3 - New Construction. Up to three new single-family residences or six dwelling units in one building; commercial/office structures; utility extensions; change of use under 10,000 sq. ft. if principally permitted or with a CU.
<input type="checkbox"/>	<p>Class 32 - In-Fill Development. New Construction of seven or more units or additions greater than 10,000 sq. ft. and meets the conditions described below:</p> <p>(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.</p> <p>(b) The proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses.</p> <p>(c) The project site has no value as habitat for endangered rare or threatened species.</p> <p>(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.</p> <p>(e) The site can be adequately served by all required utilities and public services.</p> <p>FOR ENVIRONMENTAL PLANNING USE ONLY</p>
<input type="checkbox"/>	Other _____
<input checked="" type="checkbox"/>	Common Sense Exemption (CEQA Guidelines section 15061(b)(3)). It can be seen with certainty that there is no possibility of a significant effect on the environment. FOR ENVIRONMENTAL PLANNING USE ONLY

STEP 2: ENVIRONMENTAL SCREENING ASSESSMENT

TO BE COMPLETED BY PROJECT PLANNER

<input type="checkbox"/>	<p>Air Quality: Would the project add new sensitive receptors (specifically, schools, day care facilities, hospitals, residential dwellings, and senior-care facilities within an Air Pollution Exposure Zone? Does the project have the potential to emit substantial pollutant concentrations (e.g. use of diesel construction equipment, backup diesel generators, heavy industry, diesel trucks, etc.)? (refer to <i>The Environmental Information tab on the San Francisco Property Information Map</i>)</p>
<input checked="" type="checkbox"/>	<p>Hazardous Materials: If the project site is located on the Maher map or is suspected of containing hazardous materials (based on a previous use such as gas station, auto repair, dry cleaners, or heavy manufacturing, or a site with underground storage tanks): Would the project involve 50 cubic yards or more of soil disturbance - or a change of use from industrial to residential?</p> <p>Note that a categorical exemption shall not be issued for a project located on the Cortese List if box is checked, note below whether the applicant has enrolled in or received a waiver from the San Francisco Department of Public Health (DPH) Maher program, or if Environmental Planning staff has determined that hazardous material effects would be less than significant. (refer to <i>The Environmental Information tab on the San Francisco Property Information Map</i>)</p>
<input type="checkbox"/>	<p>Transportation: Does the project involve a child care facility or school with 30 or more students, or a location 1,500 sq. ft. or greater? Does the project have the potential to adversely affect transit, pedestrian and/or bicycle safety (hazards) or the adequacy of nearby transit, pedestrian and/or bicycle facilities?</p>
<input checked="" type="checkbox"/>	<p>Archeological Resources: Would the project result in soil disturbance/modification greater than two (2) feet below grade in an archeological sensitive area or eight (8) feet in a non-archeological sensitive area? If yes, archeology review is required.</p>
<input type="checkbox"/>	<p>Subdivision/Lot Line Adjustment: Does the project site involve a subdivision or lot line adjustment on a lot with a slope average of 20% or more? (refer to <i>The Environmental Information tab on the San Francisco Property Information Map</i>) If box is checked, Environmental Planning must issue the exemption.</p>
<input type="checkbox"/>	<p>Average Slope of Parcel = or > 25%, or site is in Edgehill Slope Protection Area or Northwest Mt. Sutro Slope Protection Area: Does the project involve any of the following: (1) New building construction, except one-story storage or utility occupancy, (2) horizontal additions, if the footprint area increases more than 50%, or (3) horizontal and vertical additions increase more than 500 square feet of new projected roof area? (refer to <i>The Environmental Planning tab on the San Francisco Property Information Map</i>) If box is checked, a geotechnical report is likely required and Environmental Planning must issue the exemption.</p>
<input type="checkbox"/>	<p>Seismic Hazard: <input type="checkbox"/> Landslide or <input type="checkbox"/> Liquefaction Hazard Zone:</p> <p>Does the project involve any of the following: (1) New building construction, except one-story storage or utility occupancy, (2) horizontal additions, if the footprint area increases more than 50%, (3) horizontal and vertical additions increase more than 500 square feet of new projected roof area, or (4) grading performed at a site in the landslide hazard zone? (refer to <i>The Environmental tab on the San Francisco Property Information Map</i>) If box is checked, a geotechnical report is required and Environmental Planning must issue the exemption.</p>
<p>Comments and Planner Signature (optional): Don Lewis</p> <p>PLEASE SEE ATTACHED</p>	

**STEP 3: PROPERTY STATUS - HISTORIC RESOURCE
TO BE COMPLETED BY PROJECT PLANNER**

PROPERTY IS ONE OF THE FOLLOWING: (refer to Property Information Map)	
<input type="checkbox"/>	Category A: Known Historical Resource. GO TO STEP 5.
<input type="checkbox"/>	Category B: Potential Historical Resource (over 45 years of age). GO TO STEP 4.
<input checked="" type="checkbox"/>	Category C: Not a Historical Resource or Not Age Eligible (under 45 years of age). GO TO STEP 6.

**STEP 4: PROPOSED WORK CHECKLIST
TO BE COMPLETED BY PROJECT PLANNER**

Check all that apply to the project.	
<input type="checkbox"/>	1. Change of use and new construction. Tenant improvements not included.
<input type="checkbox"/>	2. Regular maintenance or repair to correct or repair deterioration, decay, or damage to building.
<input type="checkbox"/>	3. Window replacement that meets the Department's <i>Window Replacement Standards</i> . Does not include storefront window alterations.
<input type="checkbox"/>	4. Garage work. A new opening that meets the <i>Guidelines for Adding Garages and Curb Cuts</i> , and/or replacement of a garage door in an existing opening that meets the Residential Design Guidelines.
<input type="checkbox"/>	5. Deck, terrace construction, or fences not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	6. Mechanical equipment installation that is not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	7. Dormer installation that meets the requirements for exemption from public notification under <i>Zoning Administrator Bulletin No. 3: Dormer Windows</i> .
<input type="checkbox"/>	8. Addition(s) that are not visible from any immediately adjacent public right-of-way for 150 feet in each direction; does not extend vertically beyond the floor level of the top story of the structure or is only a single story in height; does not have a footprint that is more than 50% larger than that of the original building; and does not cause the removal of architectural significant roofing features.
Note: Project Planner must check box below before proceeding.	
<input type="checkbox"/>	Project is not listed. GO TO STEP 5.
<input type="checkbox"/>	Project does not conform to the scopes of work. GO TO STEP 5.
<input type="checkbox"/>	Project involves four or more work descriptions. GO TO STEP 5.
<input type="checkbox"/>	Project involves less than four work descriptions. GO TO STEP 6.

**STEP 5: ADVANCED HISTORICAL REVIEW
TO BE COMPLETED BY PRESERVATION PLANNER**

Check all that apply to the project.	
<input type="checkbox"/>	1. Reclassification of property status. (Attach HRER Part I) <input type="checkbox"/> Reclassify to Category A a. Per HRER b. Other (specify): <input type="checkbox"/> Reclassify to Category C (No further historic review)
<input type="checkbox"/>	2. Project involves a known historical resource (CEQA Category A) as determined by Step 3 and conforms entirely to proposed work checklist in Step 4.
<input type="checkbox"/>	3. Interior alterations to publicly accessible spaces that do not remove, alter, or obscure character defining features.
<input type="checkbox"/>	4. Window replacement of original/historic windows that are not "in-kind" but are consistent with existing historic character.
<input type="checkbox"/>	5. Façade/storefront alterations that do not remove, alter, or obscure character-defining features.

<input type="checkbox"/>	6. Raising the building in a manner that does not remove, alter, or obscure character-defining features.
<input type="checkbox"/>	7. Restoration based upon documented evidence of a building's historic condition, such as historic photographs, plans, physical evidence, or similar buildings.
<input type="checkbox"/>	8. Work consistent with the <i>Secretary of the Interior Standards for the Treatment of Historic Properties (Analysis required)</i> :
<input type="checkbox"/>	9. Work compatible with a historic district (Analysis required):
<input type="checkbox"/>	10. Work that would not materially impair a historic resource (Attach HRER Part II).
Note: If ANY box in STEP 5 above is checked, a Preservation Planner MUST sign below.	
<input type="checkbox"/>	Project can proceed with exemption review. The project has been reviewed by the Preservation Planner and can proceed with exemption review. GO TO STEP 6.
Comments (optional):	
Preservation Planner Signature:	

**STEP 6: EXEMPTION DETERMINATION
TO BE COMPLETED BY PROJECT PLANNER**

<input checked="" type="checkbox"/>	Common Sense Exemption: No further environmental review is required. The project is exempt under CEQA. It can be seen with certainty that there is no possibility of a significant effect on the environment.	
	Project Approval Action: Public Works Director's Direction to Proceed	Signature: Don Lewis 06/09/2021
	Once signed or stamped and dated, this document constitutes a n exemption pursuant to CEQA Guidelines and Chapter 31of the Administrative Code. In accordance with Chapter 31 of the San Francisco Administrative Code, an appeal of an exemption determination to the Board of Supervisors can only be filed within 30 days of the project receiving the approval action. Please note that other approval actions may be required for the project. Please contact the assigned planner for these approvals.	

Step 2: Environmental Screening Comments

On June 9, 2021, planning department staff archaeologist determined that the project has the potential to adversely affect archaeological resources. This impact may be avoided by implementation of Public Works Standard Archaeological Measure I (Discovery during Construction).

The project site is listed on the GeoTracker database with two "COMPLETED — CASE CLOSED" sites. This means that a closure letter or other formal closure decision has been issued for the site because corrective action to ensure protection of human health, safety, and the environment, in accordance with standards set by the State, has been completed for the site. The project site once contained an underground storage tank, subject to the State Water Resources Control Board's local oversight program (LOP). Under the LOP, the San Francisco Department of Public Health (acting as a certified local agency designated by the state) provided regulatory oversight for the abatement of any unauthorized releases of hazardous substances from underground storage tanks, in accordance with State laws and regulations. The San Francisco Department of Public Health issued a no further action letter for both cases. The proposed project does not include sensitive uses. In addition, Public Works has initiated the Maher process pursuant to Section 22A.17 of the Health Code. Based on the performance standards required by the State to ensure that no adverse impacts with respect to public health and safety would occur, it can be clearly demonstrated that the project has no potential to have significant environmental effects with respect to hazardous substances on the site.

STEP 7: MODIFICATION OF A CEQA EXEMPT PROJECT

TO BE COMPLETED BY PROJECT PLANNER

In accordance with Chapter 31 of the San Francisco Administrative Code, when a California Environmental Quality Act (CEQA) exempt project changes after the Approval Action and requires a subsequent approval, the Environmental Review Officer (or his or her designee) must determine whether the proposed change constitutes a substantial modification of that project. This checklist shall be used to determine whether the proposed changes to the approved project would constitute a "substantial modification" and, therefore, be subject to additional environmental review pursuant to CEQA.

MODIFIED PROJECT DESCRIPTION

Modified Project Description:

DETERMINATION IF PROJECT CONSTITUTES SUBSTANTIAL MODIFICATION

Compared to the approved project, would the modified project:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Result in expansion of the building envelope, as defined in the Planning Code; |
| <input type="checkbox"/> | Result in the change of use that would require public notice under Planning Code Sections 311 or 312; |
| <input type="checkbox"/> | Result in demolition as defined under Planning Code Section 317 or 19005(f)? |
| <input type="checkbox"/> | Is any information being presented that was not known and could not have been known at the time of the original determination, that shows the originally approved project may no longer qualify for the exemption? |

If at least one of the above boxes is checked, further environmental review is required.

DETERMINATION OF NO SUBSTANTIAL MODIFICATION

- | | |
|--------------------------|---|
| <input type="checkbox"/> | The proposed modification would not result in any of the above changes. |
|--------------------------|---|

If this box is checked, the proposed modifications are exempt under CEQA, in accordance with prior project approval and no additional environmental review is required. This determination shall be posted on the Planning Department website and office and mailed to the applicant, City approving entities, and anyone requesting written notice. In accordance with Chapter 31, Sec 31.08j of the San Francisco Administrative Code, an appeal of this determination can be filed to the Environmental Review Officer within 10 days of posting of this determination.

Planner Name:

Date:

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Ian Schneider, San Francisco Public Works
DATE: 10/21/22
SUBJECT: Accept and Expend Resolution for Improvements for the Potrero Gateway Streetscape Improvement Project

GRANT TITLE: Clean California Local Enhancement Program

Attached please find the original and 4 copies of each of the following:

Proposed grant ordinance; original signed by Department, Mayor, Controller

Grant information form, including disability checklist

Grant budget

Grant application

Grant award letter from funding agency

Ethics Form 126 (if applicable)

Contracts, Leases/Agreements (if applicable)

Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Trent Tieger

Phone: 415-319-4637

Interoffice Mail Address: 49 South Van Ness Ave., 7th Floor

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).