

File No. 220762

Committee Item No. 8

Board Item No. 37

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 20, 2022

Board of Supervisors Meeting Date July 26, 2022

#### 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)

- California Local Enhancement Program Proposal 11/30/2021
- Public Works Order No. 206674
- CalTrain CEQA Determination 11/22/2021
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Completed by: Brent Jalipa Date July 14, 2022

Completed by: Brent Jalipa Date July 21, 2022

1 [Accept and Expend Grant - Retroactive - Cooperative Agreement - California Department of  
2 Transportation - Caltrans Clean California Local Enhancement Program - South of Market  
3 Street Tree Nursery - Up to \$2,400,000]

3

4 **Resolution retroactively authorizing the Department of Public Works to accept and**  
5 **expend \$2,400,000 from the California Department of Transportation’s (“Caltrans”)**  
6 **Clean California Local Enhancement Program to upgrade facilities on the State**  
7 **Highway System in support of the South of Market Street Tree Nursery Project, for a**  
8 **term of March 1, 2022, through June 30, 2023, and approving and authorizing Public**  
9 **Works to enter into a Cooperative Agreement with Caltrans regarding project**  
10 **construction and implementation; and affirming the California Department of**  
11 **Transportation’s determination under the California Environmental Quality Act.**

12

13 WHEREAS, The Department of Public Works Bureau of Urban Forestry (“Public  
14 Works”) has collaborated with the California Department of Transportation (“Caltrans”) on the  
15 South of Market Street Tree Nursery project, which would convert a highly visible blighted  
16 parcel at the 5th Street and State Highway Route 80 interchange, between Harrison and  
17 Bryant Streets, into an active tree nursery, education center, and operations yard (“Project”),  
18 as further described in Public Works Order No. 206674, on file with the Clerk of the Board of  
19 Supervisors in File No. 220762; and

20 WHEREAS, The Project site is currently a vacant parcel at the 5th Street and State  
21 Route 80 interchange that serves as a primary entry and exit point to San Francisco and has  
22 been the site of ongoing dumping, encampment, public safety, and maintenance challenges;  
23 and

24 WHEREAS, The Project will benefit the City, Caltrans, and the community at large by  
25 providing a space that beautifies the right-of-way for travelers and supports community

1 engagement, education, climate protection, and sustainability efforts through urban forestry;  
2 and

3 WHEREAS, The Project includes a proposed 14,000 square foot nursery site that  
4 receives ample sunlight and contains utility connections, making it a desirable site for growing  
5 trees and introducing greenery to the surrounding South of Market neighborhood, which lacks  
6 trees and open space; and

7 WHEREAS, While developing the San Francisco Urban Forest Plan and the Central  
8 SOMA Plan, the City identified the Project site and associated challenges and developed  
9 concepts that resulted in the proposed Project; and

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

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

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

18 WHEREAS, On or about November 30, 2021, Caltrans approved the Project's Clean  
19 California Local Enhancement Program proposal, on file with the Clerk of the Board of  
20 Supervisors in File No. 220762; and

21 WHEREAS, Caltrans and Public Works have negotiated a cooperative agreement, on  
22 file with the Clerk of the Board of Supervisors in File No. 220762, under which Caltrans would  
23 be the Project sponsor responsible for establishing the scope of the Project and securing the  
24 financial resources to fund the Project construction, and the City, acting by and through Public  
25 Works, would be responsible for managing the scope, cost, schedule, and quality of the

1 Project construction and the related plans, specifications, and estimates (the “Cooperative  
2 Agreement”); and

3 WHEREAS, On November 22, 2021, Caltrans, the Lead Agency for the Project  
4 pursuant to the California Environmental Quality Act (California Public Resources Code,  
5 Sections 21000 et seq.), issued a notice of exemption, on file with the Clerk of the Board of  
6 Supervisors in File No. 220762, which determined that the Project constitutes a Class 1  
7 Categorically Exempt project under Title 14, Division 6, Chapter 3, Section 15301 of the  
8 California Code of Regulations (“Notice of Exemption”); and

9 WHEREAS, Caltrans and the City are in the process of preparing an airspace lease  
10 agreement, which would allow Public Works to operate the facility as a combination nursery,  
11 corporation yard, and educational space; and

12 WHEREAS, Funded improvements would include a nursery office and educational  
13 structure, ornamental security fencing and gates, irrigation systems, public art, driveways and  
14 vehicle access, ground surface preparation, and electrical and water service; and

15 WHEREAS, This Project would achieve the community’s and Caltrans’ goals for  
16 beautifying this lot by improving perceived safety and aesthetics, and highlighting urban  
17 forestry efforts towards resiliency and sustainability; and

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

19 WHEREAS, The Project budget includes \$1,679,000 for ongoing contractual services  
20 as described in the Grant Information Form, on file with the Clerk of the Board of Supervisors  
21 in File No. 220762; and

22 WHEREAS, The Project budget includes \$287,786 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

25

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, acting as the Responsible Agency under  
5 CEQA, has reviewed and considered the Notice of Exemption and has determined that the  
6 actions contemplated in this Resolution comply with the California Environmental Quality Act  
7 (California Public Resources Code, Sections 21000 et seq.); and, be it

8           RESOLVED, That the Board of Supervisors accepts the recommendations of the  
9 Department as set forth in Public Works Order No. 206674; and, be it

10          FURTHER RESOLVED, Public Works is hereby authorized to accept and expend up to  
11 \$2,400,000 in Caltrans Clean California Local Enhancement Program funds for the Project;  
12 and, be it

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

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

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

22          FURTHER RESOLVED, That within 30 days of the execution of the Cooperative  
23 Agreement by all parties, the Department shall provide the final Agreement to the Clerk of the  
24 Board for inclusion in File No. 220762.

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Approved: /s/\_\_\_\_\_

London Breed, Mayor

Approved: /s/\_\_\_\_\_

Ben Rosenfield, Controller

Recommended:

/s/\_\_\_\_\_

Carla Short, Interim Director

Department of Public Works

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**File Number:** 220762  
(Provided by Clerk of Board of Supervisors)

**Grant Resolution Information Form**  
(Effective July 2011)

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

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

1. Grant Title: **Caltrans Clean California Local Enhancement Program**
2. Department: **San Francisco Public Works**
3. Contact Person: **Bryan Dahl** Telephone: **(415) 350-4538**
4. Grant Approval Status (check one):  
 Approved by funding agency                       Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$2,400,000**
6. a. Matching Funds Required: **N/A**  
b. Source(s) of matching funds (if applicable): **N/A**
7. a. Grant Source Agency: **California Department of Transportation (Caltrans)**  
b. Grant Pass-Through Agency (if applicable): **N/A**
8. Proposed Grant Project Summary: **South of Market Street Tree Nursery**

The project will convert a vacant Caltrans freeway parcel into an active Street Tree Nursery and workforce development training site operated by San Francisco Public Work's Bureau of Urban Forestry. Recently funded and developed in collaboration with Caltrans, the nursery will be constructed on a 14,000 square foot parcel in the South of Market located between the 5th Street/I-80 on and off ramps. San Francisco Public Works will work with Caltrans to build out the necessary infrastructure and enter into an airspace lease agreement, which would allow the City to operate the facility as a combination nursery, operations yard and educational space.

Funded improvements will include ornamental security fencing and gates, a mobile office trailer, public art, landscaping, vehicle access, irrigation, ground surface preparation, and electrical and water service. The space will be utilized for growing and storing container trees and plants to be planted throughout the City. Educational and volunteer programming is also envisioned at the site. The project will achieve City and Caltrans goals for beautifying the lot, improving public safety and aesthetics, and highlighting urban forestry efforts towards resiliency and climate protection. Creation of a nursery here will bring much needed green space and visual relief to the surrounding South of Market neighborhood which lacks trees and open space and is burdened by the freeway's air pollution and environmental justice impacts. A second parcel in the same area will be fenced for use as a small dog park operated by a community partner.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **March 1, 2022**

End-Date: **June 30, 2023**

10. a. Amount budgeted for contractual services: **\$1,679,000**

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?  
**Ongoing request for contracting out.**

11. a. Does the budget include indirect costs?

Yes       No

b. 1. If yes, how much? **\$287,786**

2. How was the amount calculated?

**San Francisco Public Works FY 21/22 Indirect Cost Plan**

c. 1. If no, why are indirect costs not included? **N/A**

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? **N/A**

12. Any other significant grant requirements or comments: **None**



**\*\*Disability Access Checklist\*\*\*(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

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

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

14. 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 disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

Conditions of approval are described in the comments section below:


Comments: Street tree nursery and workforce development training facility site improvements, new construction and the second parcel in the same area to be fenced for use as a small dog park shall comply with all applicable federal, state, and local accessibility requirements. These requirements include, but are not limited to, site development & grading, trailers, sanitary facilities, employee work areas, training facilities, storage facilities, parking, doors and gates, and accessible routes.

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

Kevin W. Jensen  
(Name)

Disability Access Coordinator  
(Title)

Date Reviewed: April 6, 2022

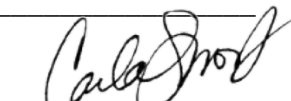
  
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Carla Short  
(Name)

Interim Director  
(Title)

Date Reviewed: June 9, 2022

  
(Signature Required)

# CLEAN CALIFORNIA ENHANCEMENT PROPOSAL

## I. PROJECT DESCRIPTION

1.1 PROJECT INFORMATION					
DISTRICT	PROJECT TITLE	CONTACT NAME	COUNTY	ROUTE	PM
04	5th Street Tree Nursery	Jeanne Gorham	SF	80	4.9

1.2 PROJECT OVERVIEW	
EA or Project ID: 04-3W940__ <input checked="" type="checkbox"/> ENHANCED INFRASTRUCTURE – Beautification Project <input type="checkbox"/> ENHANCED INFRASTRUCTURE– Safety Measures	<input checked="" type="checkbox"/> 2021/22 RTL Performance Measure: Art Installations Number: <u>4</u> Beautification Sites Number: <u>2</u> Safety Measure Sites Number: _____ Estimated Jobs Created Number: <u>50</u>
<input type="checkbox"/> 2022/23 RTL Performance Measure: Art Installations Number: _____ Beautification Sites Number: _____ Safety Measure Sites Number: _____ Estimated Jobs Created Number: _____	
Estimated Installation/Construction Complete	Date: 06/30/2023 ( <i>before June 30, 2023</i> )
Estimated Construction Contract Acceptance	Date: 09/30/2023
<input checked="" type="checkbox"/> Agreement Required?	<i>Artist copyright, art maintenance, cooperative Agreement, Airspace lease agreement</i>

1.3 PROJECT DESCRIPTION
<p>This project proposes to convert a highly visible blighted parcel at the 5th St/SR-80 interchange to an active tree nursery and education center, in cooperation with the City of San Francisco Bureau of Urban Forestry and their non-profit partners. Caltrans would work with the City to build out the necessary infrastructure, install public art, and enter into an airspace lease agreement, which would allow the City to operate the facility as a combination nursery, corporation yard, and educational space.</p> <p>Funded improvements would include ornamental security fence and gates, public art pieces, driveways and vehicle access, ground surface prep, and electrical and water service. The space would be utilized for growing and storing container plant material and hosting educational efforts. This project would achieve community and Caltrans goals for beautifying this lot, improving perceived safety and aesthetics, and highlighting urban forestry efforts towards resiliency and sustainability.</p> <p>A second parcel in the same area will be developed as a small dog park.</p> <p>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>This interchange serves as a primary entry and exit point to San Francisco, with direct access to the Bay Bridge. Ongoing unsheltered encampments have damaged and denuded the roadside, leaving this large and highly visible site dilapidated and uninviting. A recent clean-up has addressed the bulk of the debris, making the site ready for renovation. This project will beautify the site and prepare it for the City's Bureau of Urban Forestry to operate as a tree nursery. Through a long-term airspace lease agreement with Caltrans, the City will maintain this space as a benefit to the community.</p>

1.5 MAP
See Attachment A for a project location map.

<b>1.6 COST</b>	
<b>Project Phase</b>	<b>Estimated Cost (1,000)</b>
ENVIRONMENTAL	20
PS&E	100
R/W (SUPPORT)	10
R/W (CAPITAL)	0
CON (SUPPORT)	75
CON (CAPITAL)	2400
TOTAL*	2730

\*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.

<b>1.7 SCHEDULE</b>	
<b>Project Phase</b>	<b>Completion Date</b>
CCEP Approval	11/30/2021
CC-SDR Approval (including ED)	02/2022
R/W Certification	03/2022
Ready to List (RTL)	03/2022
Advertise	03/2022
Award	04/2022
Construction Complete	06/2023
Construction Contract Acceptance (CCA)	09/2023
End Project	11/2023

<b>1.8 KNOWN CONCERNS OR RISKS</b>
Increased costs due to illegal dumping and vandalism may occur.

## II. LOCAL ALIGNMENT

### 3.1 LOCAL ALIGNMENT

The City of San Francisco developed the proposed conceptual design for this project as part of the San Francisco Urban Forestry Plan and the Central SOMA plan. This proposal benefits Caltrans, City agencies, and the community at large. The project enables Caltrans to provide a space that beautifies Caltrans right of way for travelers and neighbors, while supporting community engagement, education, and sustainability efforts through urban forestry.

## III. COMMUNITY ENGAGEMENT

### 4.1 COMMUNITY ENGAGEMENT INFLUENCE

This concept is a product of lengthy community engagement activities, plans and workshops the City has conducted starting in 2011. The details are included in the Public Engagement Plan (PEP) as Attachment B.

## 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:

- 3<sup>rd</sup> and 5<sup>th</sup> streets, Harrison and Howards Streets (south of Market and near the Moscone Center)

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 5<sup>th</sup> Street/SR-80 interchange is directly adjacent to a SB 535 community located between 3<sup>rd</sup> and 5<sup>th</sup> streets, and Harrison and Howard Streets (south of Market and near the Moscone Center). The described communities have a 75-80 % CalEnviroScreen burden (with 83% population characteristics and 60% pollution burden). The project will also benefit the SB 535 Mission District community further west with similar burdens. Much of this population may not have use of motor vehicle transportation and may rely on transit, walking and biking infrastructure that passes directly in front of this site. Community beautification has increased potential to improve quality of life for these multimodal users.

## 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

Licensed Landscape Architect  
#3962

11/29/21

Date

Concurrence by:

Approval Recommended by:

*Parviz Lashai*

Parviz Lashai  
Acting Deputy District Director  
Maintenance

11/29/2021

Date

*Byron Lim*

Byron Lim  
District Clean California Coordinator

11/30/2021

Date

Approved by:

*David Ambuehl*

David Ambuehl (Nov 30, 2021 07:45 PST)

for Dina El-Tawansy  
District Director

11/30/2021

Date

Concurrence by:

Acceptance by:

*Joy Tite*

Joy Tite  
HQ Project Delivery Clean California  
Beautification Program Coordinator

11/30/2021

Date

*Adnan Maiah*

Adnan Maiah (Nov 30, 2021 21:43 PST)

Adnan Maiah  
HQ Clean California Program  
Director

11/30/2021

Date

# Clean California Program Beautification Project San Francisco 5th Street Undercrossing

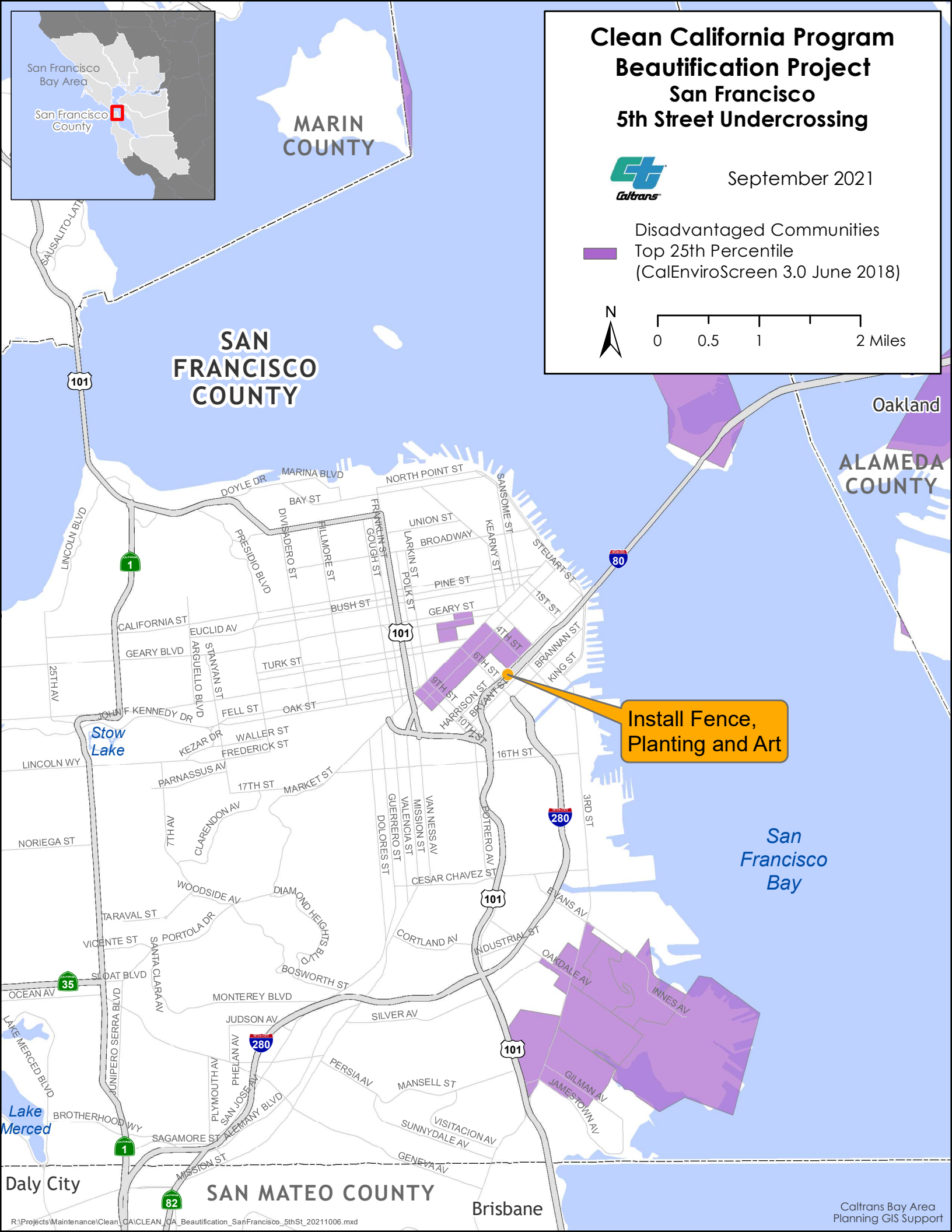


September 2021

Disadvantaged Communities  
Top 25th Percentile  
(CalEnviroScreen 3.0 June 2018)



0 0.5 1 2 Miles



Install Fence,  
Planting and Art



PROJECT INFORMATION					
DISTRICT	PROJECT TITLE	CONTACT NAME	COUNTY	ROUTE	PM
04	SOMA Street Tree Nursery	Jeanne Gorham	San Francisco	80	4.9

1. PUBLIC ENGAGEMENT GOALS & OBJECTIVES	
Public Engagement Goals	Public Engagement Objectives
<p><b>Proposal Outreach (COMPLETE: 2012-2020)</b></p> <ul style="list-style-type: none"> <li>Introduce nursery concept and proposed site plan.</li> </ul> <p><b>Design Outreach (2021- 2022)</b></p> <ul style="list-style-type: none"> <li>Refine detailed design and site improvements</li> </ul>	<ol style="list-style-type: none"> <li>Educate and inform local residents and community organizations on the need, benefits and function of a street tree nursery.</li> <li>Engage local residents and community organizations in identifying site beautification strategies including artwork, planting and urban design.</li> </ol>

2. PUBLIC ENGAGEMENT PURPOSE & NEED
<p>San Francisco Public Works' will engage the public to fulfill the following objectives:</p> <ul style="list-style-type: none"> <li>to educate and inform the public on the benefits of trees and the urban forest with an emphasis on the role of the Street Tree Nursery in protecting and increasing the City's urban tree canopy and meeting our Climate goals</li> <li>to respond and build upon community input from previous planning efforts (Central SoMa Plan, Central SoMa Eco-District, San Francisco Urban Forest Plan) in which the community identified greening of the I-80 freeway corridor as an extremely high priority in the South of Market neighborhood</li> <li>to solicit input and feedback on design elements of the Street Tree Nursery project including:             <ul style="list-style-type: none"> <li>5<sup>th</sup> Street fence artwork</li> <li>Site planting locations and plant materials types</li> <li>Public art and murals</li> <li>Opportunities for community involvement in ongoing nursery operations</li> </ul> </li> </ul>

3. TARGET AUDIENCE
<p>The target audiences for Street Tree Nursery outreach and engagement include:</p> <ul style="list-style-type: none"> <li>Area residents</li> <li>Existing Community &amp; Cultural Organizations:             <ul style="list-style-type: none"> <li>SoMa Community Advisory Committee (CAC)</li> <li>SoMa Community Stabilization Fund</li> <li>SoMa Community Collaborative</li> <li>SoMa Pilipinas</li> <li>SoMa West CBD</li> </ul> </li> </ul>



- Yerba Buena CBD
- South of Market Community Action Network (SOMCAN)
- Tenants and Owners Development Corporation (TODCO)
- Environmental and urban forestry organizations
  - Friends of the Urban Forrest
  - San Francisco Urban Forestry Council

#### 4. SCHEDULE, PHASES & PUBLIC ENGAGEMENT ACTIVITIES

Proposal Phase	Design Phase
Target date for completion of Proposal Engagement Activities: <u>10/1/2021</u>	Target date for completion of Design Engagement Activities: <u>4/30/2022</u>
<b>Outreach and Engagement activities during the Proposal Phase:</b> <ul style="list-style-type: none"> <li>• San Francisco Urban Forest Plan – Public Outreach Meetings and Working Sessions (2012-2014)</li> <li>• Central SOMA Plan – Public Outreach (2011-2018)</li> <li>• Central SOMA Eco-District – Task Force Outreach and Meetings (2012-2018)</li> <li>• Central SoMa Plan Implementation: Freeway Greening Public Outreach (2018-present)</li> <li>• SoMa Community Advisory Committee (CAC) + SoMa Stabilization Fund Community Advisory Committee (CAC) Presentations (2021)</li> <li>• San Francisco Urban Forestry Council Presentations (2021)</li> </ul>	<b>Outreach and Engagement activities during the Design Phase:</b> <ul style="list-style-type: none"> <li>• Street Tree Nursery Design – Public Outreach Meeting(s) (January – April 2022)</li> <li>• Central SoMa Plan Implementation: Freeway Greening Public Outreach (ongoing 2021-2022)</li> </ul>

#### 5. DOCUMENTING ENGAGEMENT RESULTS

**Proposal Phase Outreach:**  
 This phase of outreach is recorded in community planning documents (Central SOMA Plan, San Francisco Urban Forest Plan, Central SOMA Eco-District) that include policies, maps and implementation matrices that reference freeway greening priorities and the creation of a Street Tree Nursery.

**Design Phase Outreach:**  
 The results of the design phase outreach will be documented and recorded via on-line public workshop tools. Potential techniques that may be employed include on-line surveys, preference polls, group discussion and comment cards. This information will be summarized in public workshop summaries. Input and design ideas from public workshop(s) will be tested for feasibility and integrated into the final Street Tree Nursery design/construction plan where possible and as funding allows.





## 6. PERFORMANCE METRICS

Performance metrics to be employed in Design Phase outreach include polling attendees for site design preferences. Additional data will be requested from workshop attendees including organizational affiliation, home zip code/neighborhood and demographics. Satisfaction with outreach event(s) may also be recorded through a rating system.

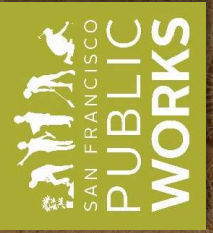
## 7. MODIFICATIONS TO THE PUBLIC ENGAGEMENT PLAN

While earlier public outreach focused on identifying a high-level need for urban greening and increased tree canopy in the South of Market neighborhood, the targeted Design Phase outreach associated with the Street Tree Nursery will bring this site-specific project into a more granular focus with an emphasis on design and placemaking details leading to final construction.



# SOUTH OF MARKET STREET TREE NURSERY

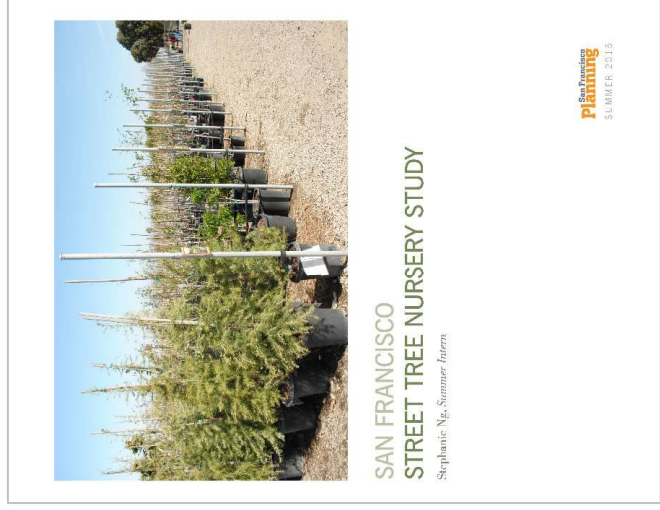
CALTRANS CLEAN CALIFORNIA PROPOSAL  
OCTOBER 2021



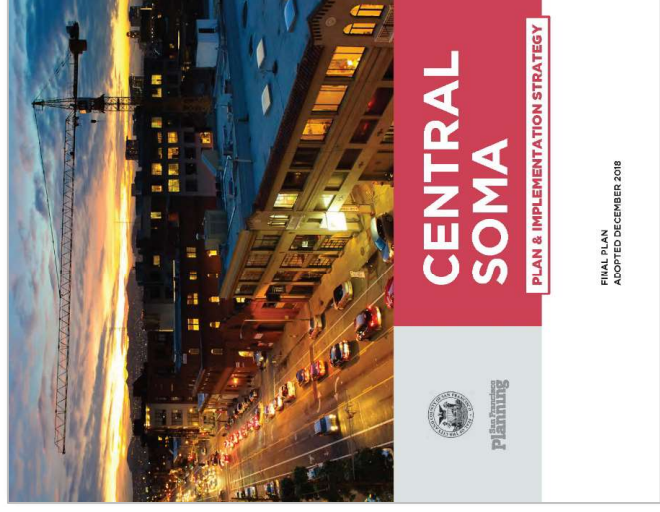
# Policy History



2014



2015



2018

## Public Outreach & Engagement (2012 - present)

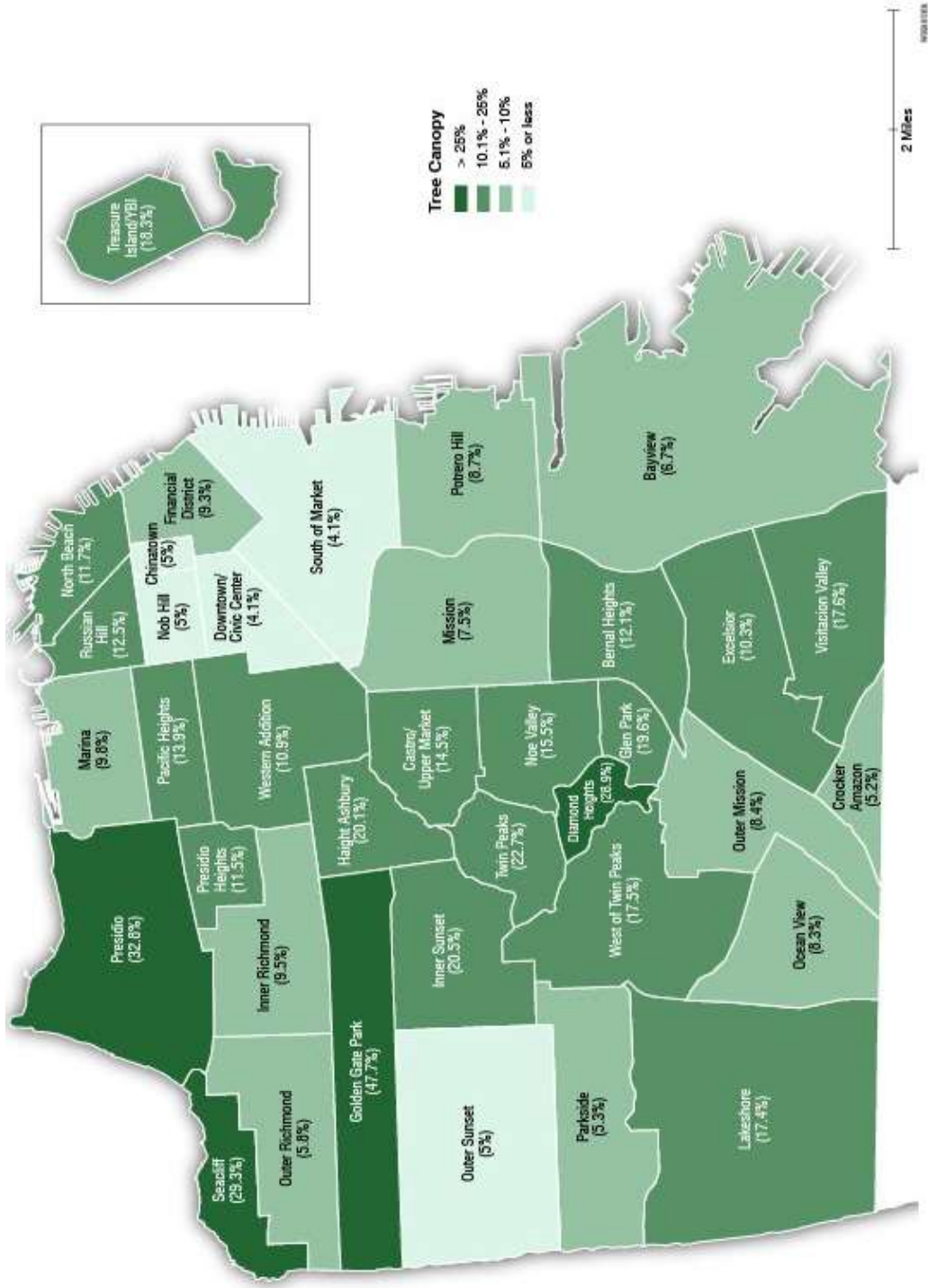
Public Works and Planning Department are having ongoing discussions with community regarding freeway corridor greening and nursery development

- *SoMa Community Advisory Committee (CAC)*
- *SoMa Community Stabilization Fund*
- *SoMa Community Collaborative*
- *SoMa Pilipinas*
- *SoMa West CBD*
- *Yerba Buena CBD*
- *Western SOMA*
- *District 6 Supervisor's Office*
- *Friends of the Urban Forest (FUF)*
- *Urban Forestry Council (UFC)*
- *SOMCAN*
- *TODCO*

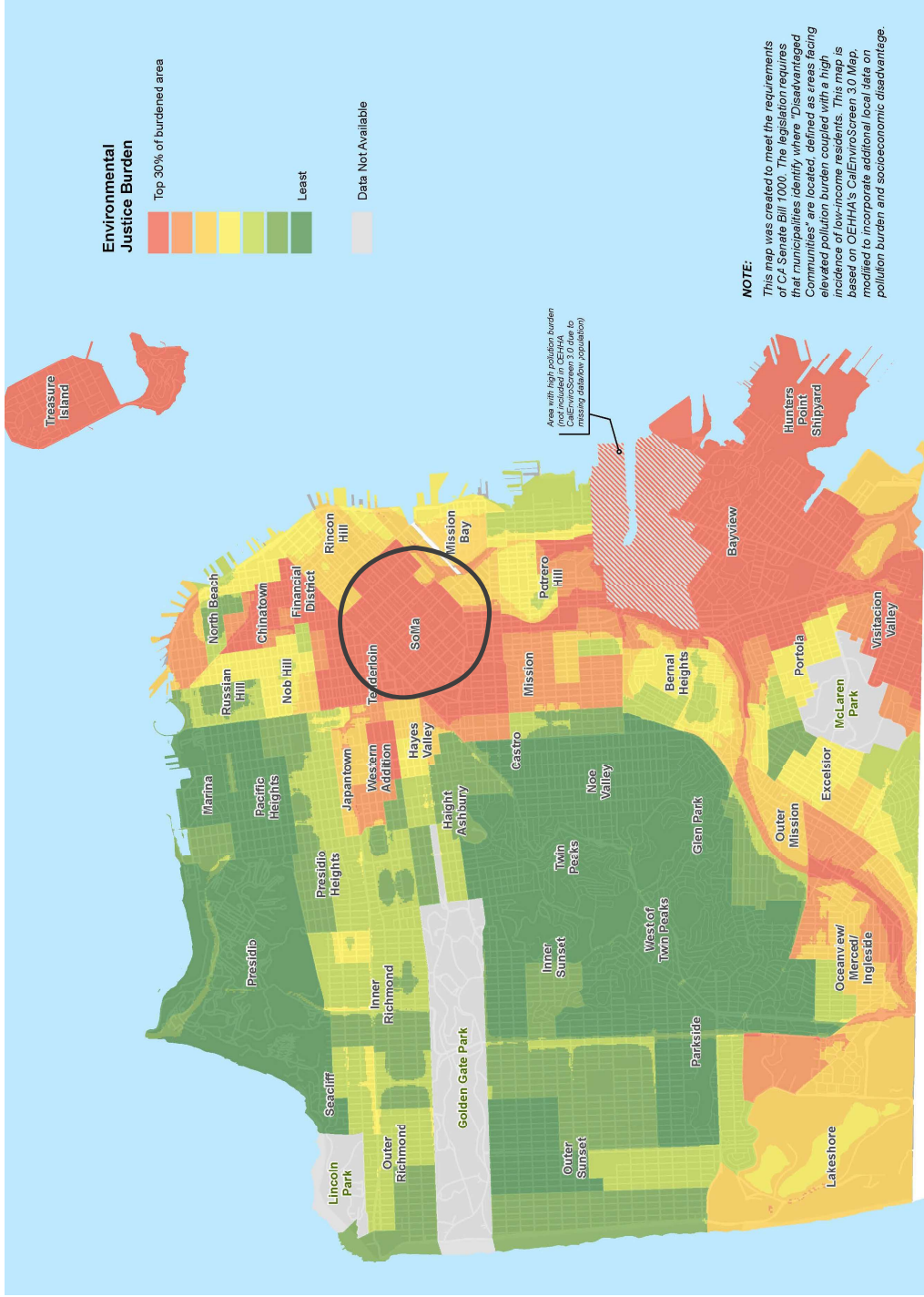


# Urban Tree Canopy by Neighborhood

**SOMA:**  
**4.1%**



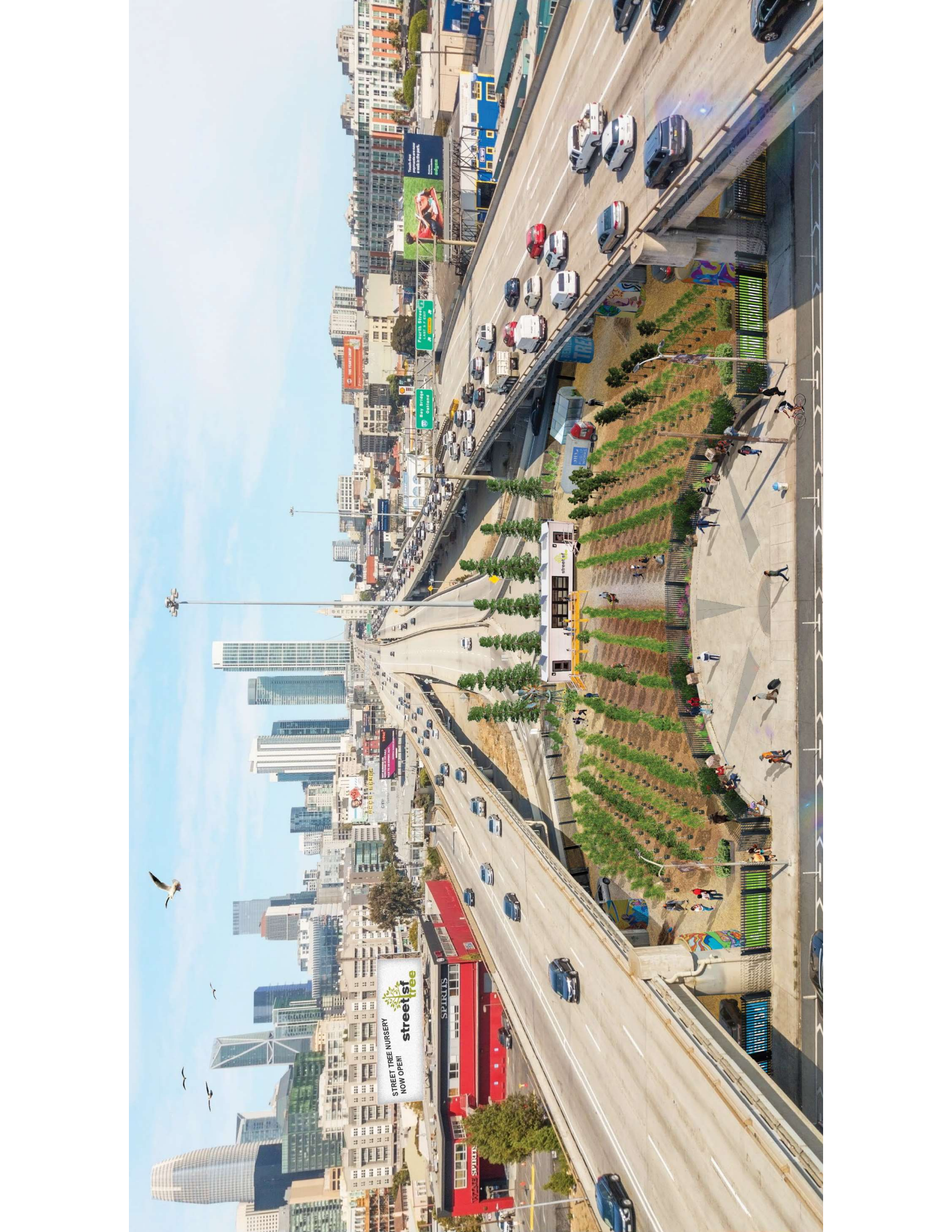
# Environmental Justice Communities (SF Planning)













# Operations Concept

*Stage street trees for future plantings*



*Grow trees uncommon in nursery trade and that are acclimated to San Francisco's unique climate*



*Create green jobs, workforce training and educational opportunities*



# Street Tree Nursery DESIGN



**Nursery Office + Climate Learning Center**

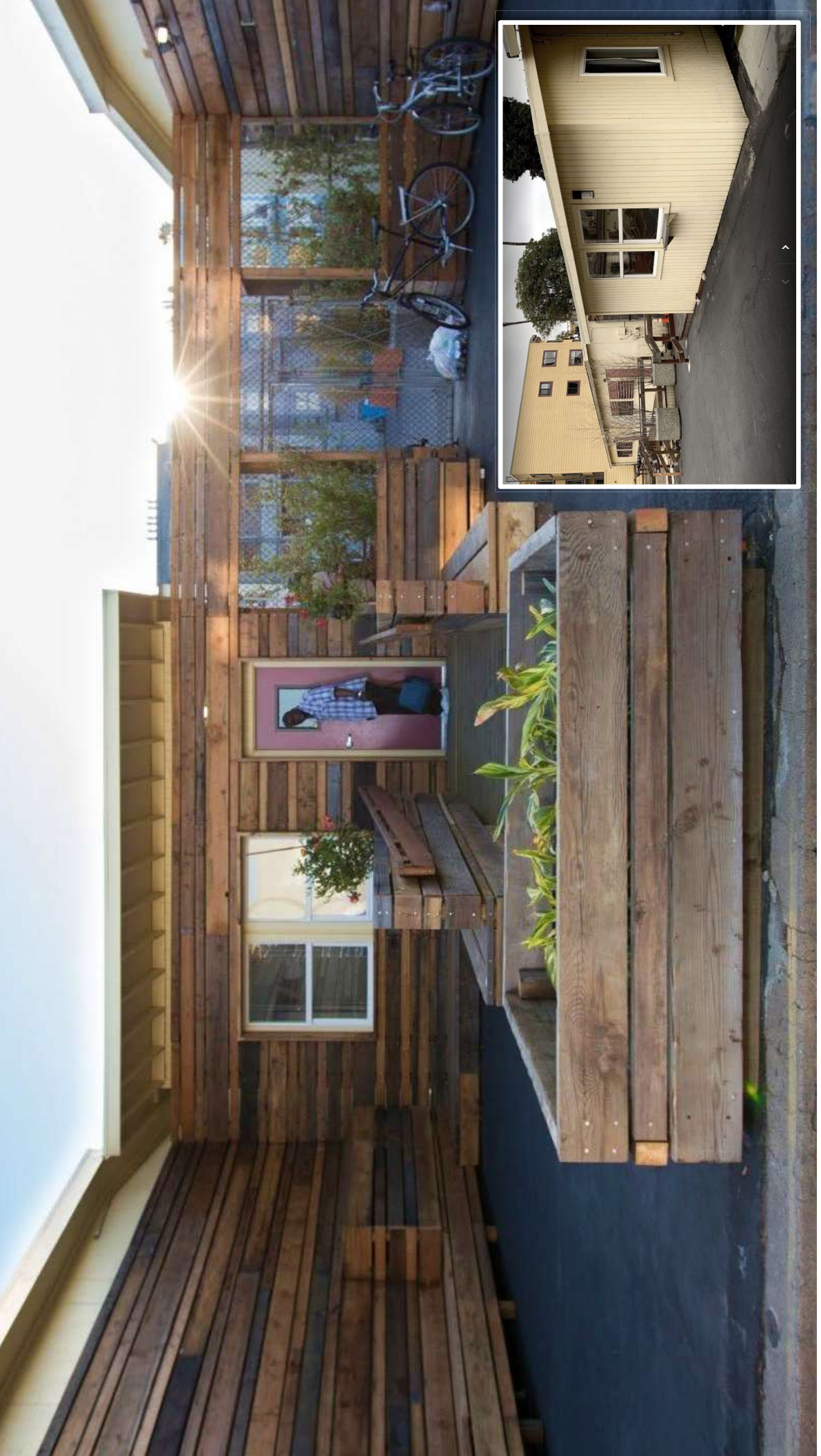








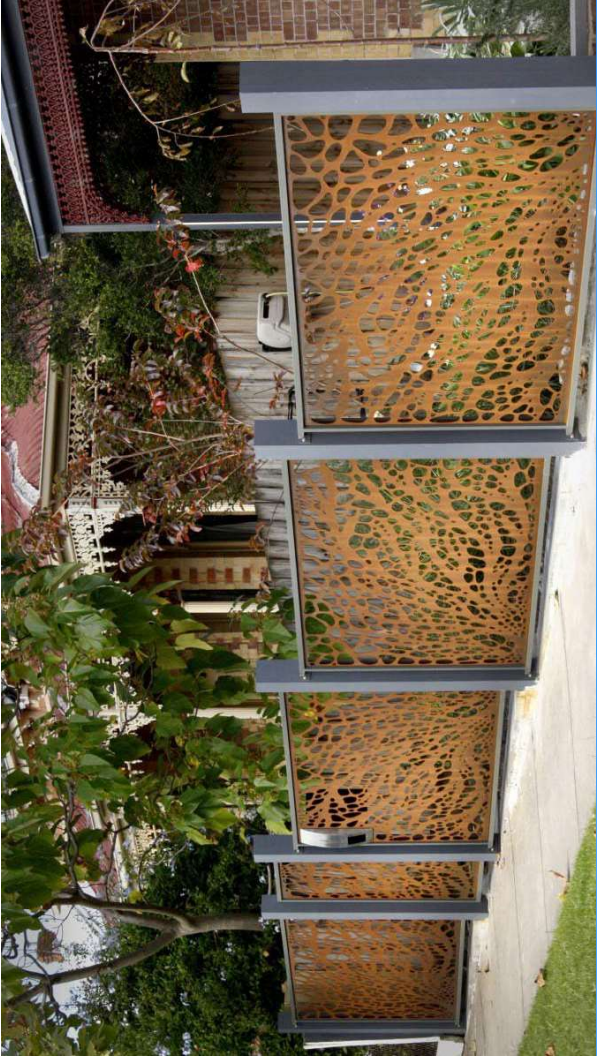




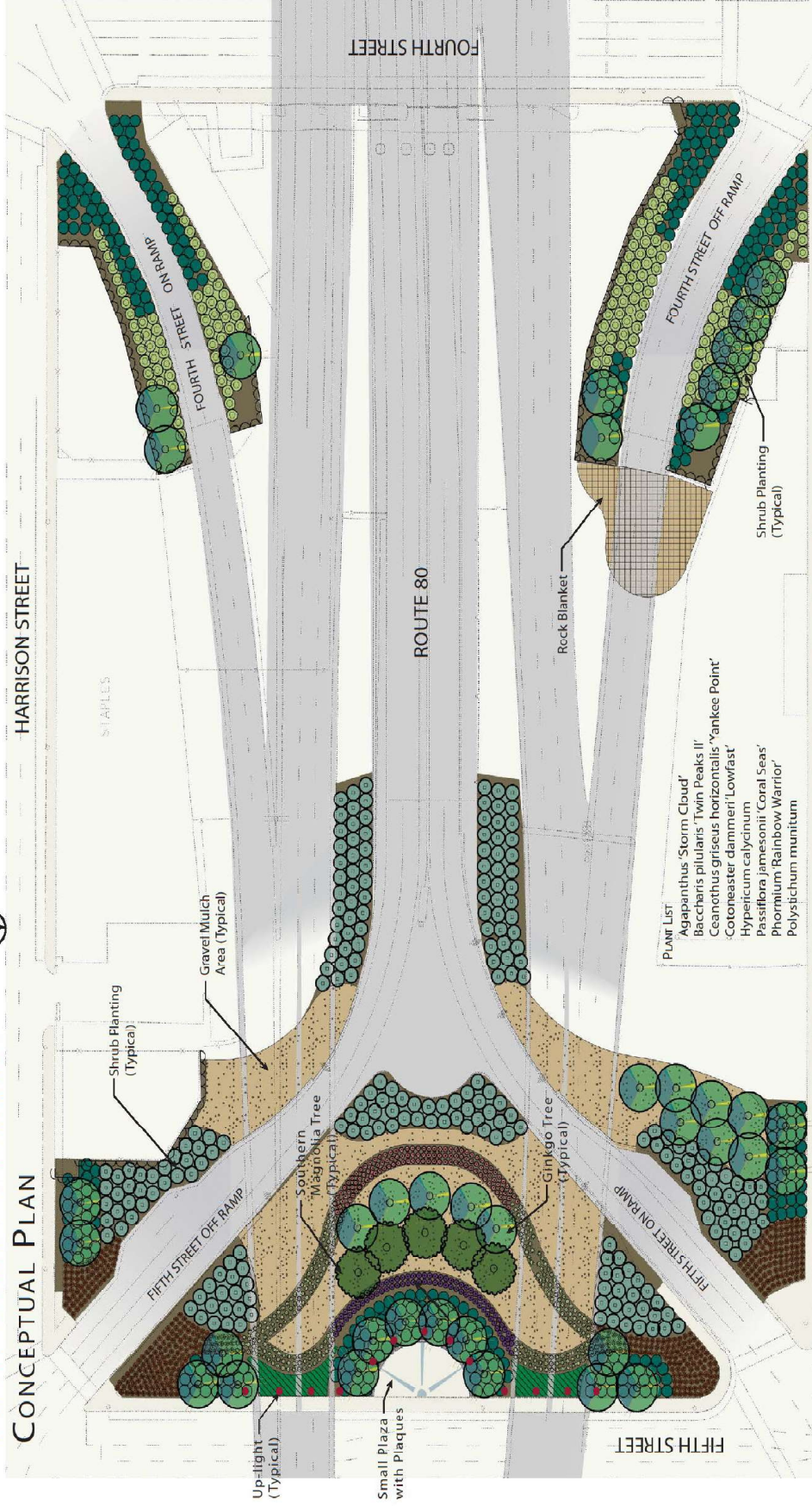




**Pedestrian and Freeway Edge Fencing**



# FIFTH STREET PLANTING CONCEPTUAL PLAN



- PLANT LIST**
- Agapanthus 'Storm Cloud'
  - Baccharis pilularis 'Twin Peaks II'
  - Ceanothus griseus horizontalis 'Yankee Point'
  - Cotoneaster dammeri 'Lowfast'
  - Hypericum calycinum
  - Passiflora jamesonii 'Coral Seas'
  - Phoridium 'Rainbow Warrior'
  - Polystichum munitum

HARRISON STREET

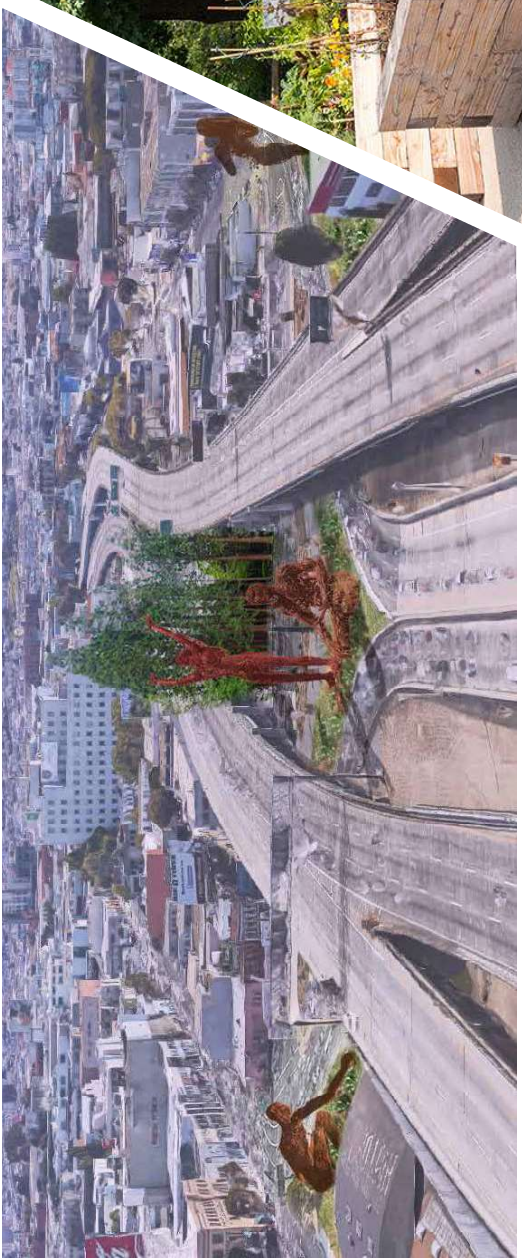
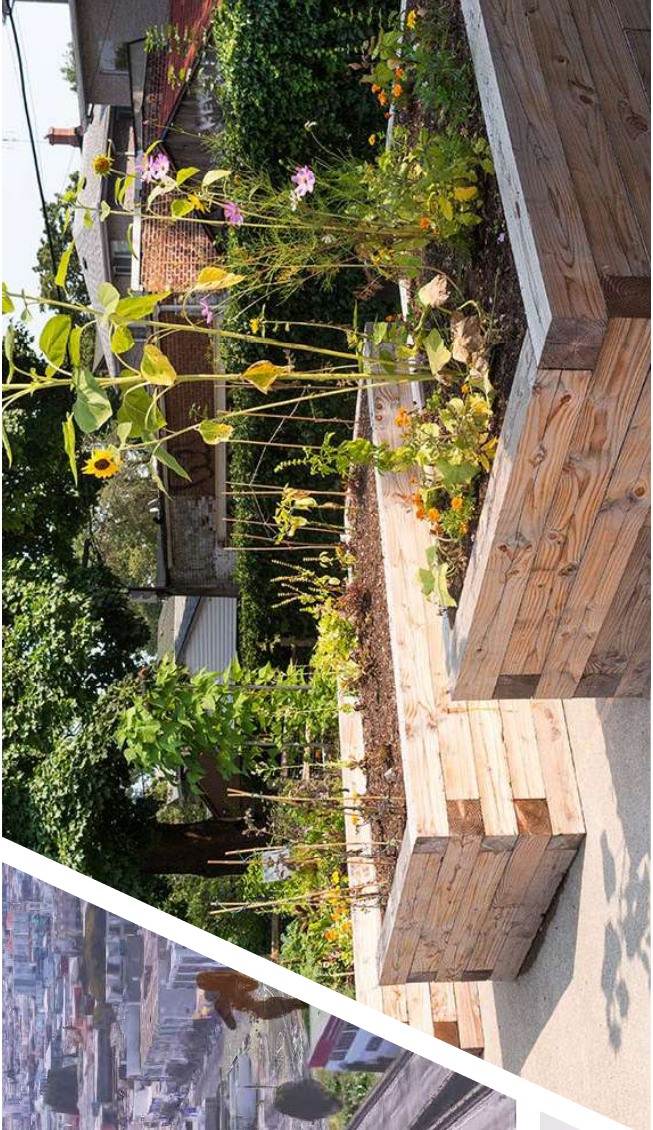
FOURTH STREET

ROUTE 80

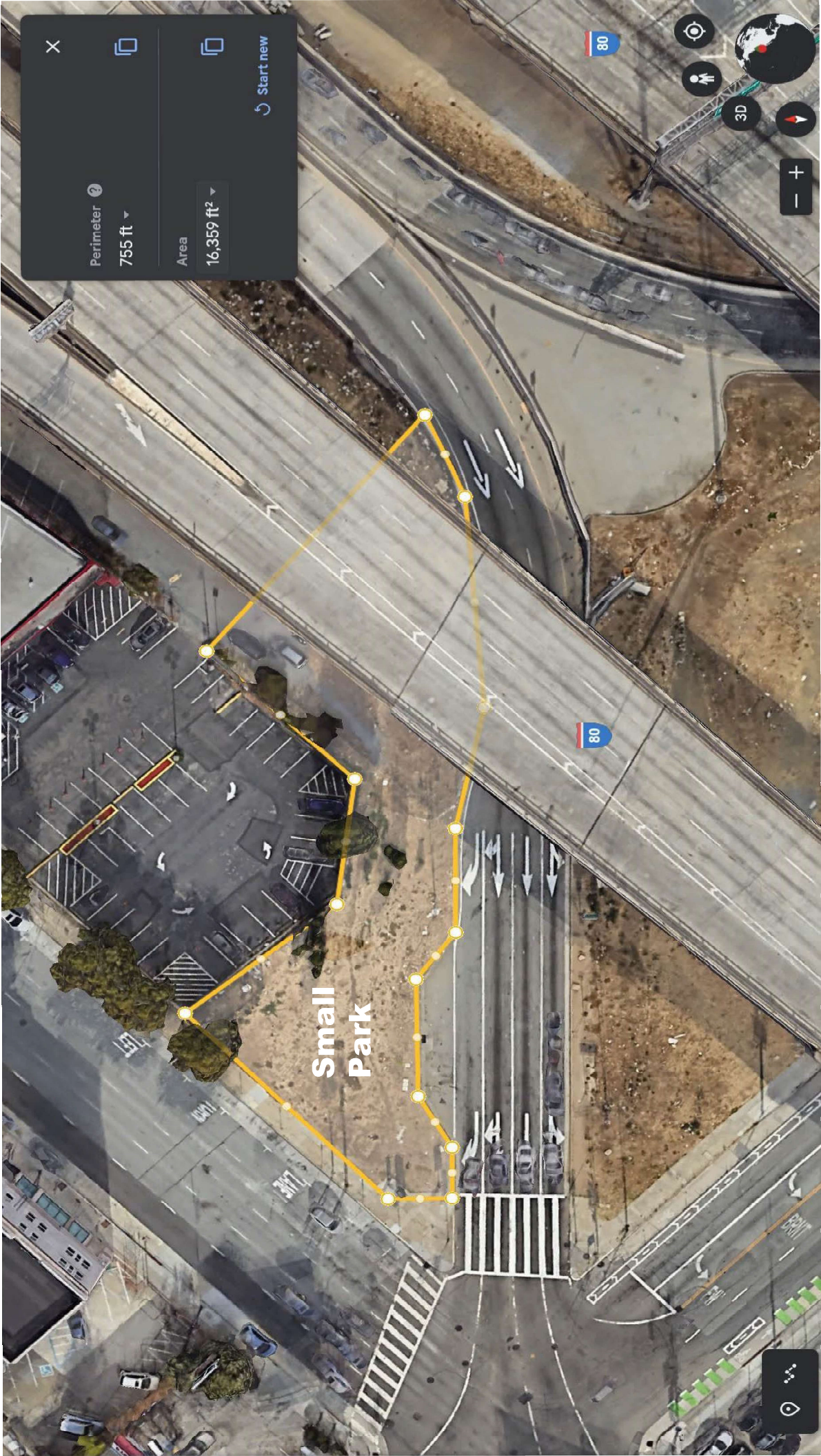
BRYANT STREET

May 2011

# Planting and Ground Materials Plan



# Art & Placemaking



✕
📄
📄
Start new ↻

Perimeter ⓘ  
 755 ft ▾

Area  
 16,359 ft<sup>2</sup> ▾

Small Park

80

80

📍
🌐
3D
🏠
+
-

📍
📶



# Clean CA 5th Street Nursery

Final Audit Report

2021-12-01


Created:	2021-11-29
By:	Jeanne Gorham (s108908@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAni9cs2Zz_ic3ZhllFnI2hRbhCdTW5or7


## "Clean CA 5th Street Nursery" History


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-  Document emailed to Parviz Lashai (parviz.lashai@dot.ca.gov) for signature  
2021-11-29 - 7:28:37 PM GMT
-  Document emailed to Byron Lim (byron.lim@dot.ca.gov) for signature  
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-  Document emailed to Cecilia Gutierrez (cecilia.gutierrez@dot.ca.gov) for acceptance  
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-  Document accepted by Cecilia Gutierrez (cecilia.gutierrez@dot.ca.gov)  
Acceptance Date: 2021-11-30 - 6:07:36 PM GMT - Time Source: server





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Adobe Sign


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2021-11-30 - 6:07:41 PM GMT

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Signature Date: 2021-12-01 - 0:56:23 AM GMT - Time Source: server

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Signature Date: 2021-12-01 - 5:43:21 AM GMT - Time Source: server

 Agreement completed.  
2021-12-01 - 5:43:21 AM GMT



# San Francisco Street Tree Nursery

5th Street between Harrison & Bryant Streets

CLEAN CALIFORNIA BUDGET (CALTRANS)

## A. Capital Costs

<b>Fencing and Security Improvements</b>	<b>\$844,000</b>
Perimeter fencing (1200' linear feet): Nursery site	\$450,000
Perimeter fencing (up to 750' linear feet): Site north of off-ramp	\$294,000
Security improvements (lighting, alarm system, cameras)	\$100,000
<b>Vehicle Entrances and Circulation</b>	<b>\$285,000</b>
20' Driveway curb cut(s) along 5th Street	\$35,000
20' wide x 50' long driveway (grading, gravel, etc)	\$25,000
Decomposed granite pathways	\$20,000
Gravel site and parking areas. Weed barrier (disease control)	\$60,000
Resin-based pathway and parking area	\$120,000
ADA compliant concrete pathway 6' wide, from gate to trailer	\$25,000
<b>Nursery Office + Climate Learning Center</b>	<b>\$500,000</b>
Relocation of donated SFMTA office trailer to site	\$30,000
Trailer plumbing	\$35,000
Trailer electrical hook up/solar	\$70,000
Trailer painting/cladding/skirting	\$160,000
New windows/doors	\$60,000
Decking and arbor/shade structure	\$80,000
Trailer stairs and ramp	\$40,000
Indoor painting + flooring	\$25,000
<b>Equipment and Materials</b>	<b>\$34,000</b>
Irrigation for trees	\$20,000
Storage container	\$4,000
Tools and materials	\$5,000
Signage	\$5,000
<b>Site Plantings</b>	<b>\$122,000</b>
Canary Island Pines (36" box) - 8 total	\$32,000
Perimeter shrubs and native plants	\$20,000
Nursery stock	\$20,000
On/off ramp greening	\$50,000
<b>Art and Placemaking</b>	<b>\$265,000</b>
Freeway column murals (Six columns)	\$80,000
Windmill/wind turbine	\$30,000
Community identified art projects (sunflower grove, sculptures, etc)	\$30,000
Urban wood installation	\$25,000
Art fence panels	\$100,000

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<b>Capital Cost Total</b>	<b>\$2,050,000</b>
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### **A. Soft Costs**

San Francisco Public Works Landscape Architecture (Detailed Design Package for Construction )	\$145,000
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<b>Soft Cost Total</b>	<b>\$145,000</b>
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<b>Capital Costs</b>	<b>\$2,050,000</b>
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<b>Soft Costs</b>	<b>\$145,000</b>
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<b>10% Construction Contingency</b>	<b>\$205,000</b>
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<b>TOTAL PROJECT COSTS</b>	<b>\$2,400,000</b>
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## 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 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. For the purpose of this AGREEMENT, *this project proposes to convert a highly visible blighted parcel at the 5th St/SR-80 interchange to an active tree nursery and education center, in cooperation with the City of San Francisco Bureau of Urban Forestry and their non-profit partners. Caltrans would work with the City to build out the necessary infrastructure, install public art, and enter into an airspace lease agreement, which would allow the City to operate the facility as a combination nursery, corporation yard, and educational space. Funded improvements would include ornamental security fence and gates, public art pieces, driveways and vehicle access, ground surface prep, and electrical and water service. The space would be utilized for growing and storing container plant material and hosting educational efforts. This project would achieve community and Caltrans goals for beautifying this lot, improving perceived safety and aesthetics, and highlighting urban forestry efforts towards resiliency and sustainability.* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. ~~Project Study Report, Design Engineering Evaluation Report, or Project Report~~); Clean CA Enhancement Proposal and Clean Streamlined Delivery Report).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
  - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
  - 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.

4. 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.

5. The following work associated with this PROJECT has been completed or is in progress:
  - CALTRANS approved the Categorical Exemption on November 11, 2022.
  - CALTRANS is developing the Airspace lease agreement.
  - CITY is developing the R/W Certification.
  - CALTRANS is developing the Project Report.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

8. 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.
9. CALTRANS is the SPONSOR for the WORK in this AGREEMENT.

### **Implementing Agency**

10. 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 Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.  
  
PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.
  - 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).

11. 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.
12. 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**

13. 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.

14. 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.

15. 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.
16. 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.
17. 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**

18. 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.
19. 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.

20. 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.
21. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

**CEQA Lead Agency**

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

**Environmental Permits, Approvals and Agreements**

23. 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.
24. 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.
25. The PROJECT will not require environmental permits/approvals.

**Plans, Specifications, and Estimate (PS&E)**

26. As the PS&E IMPLEMENTING AGENCY, CITY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

27. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No
255.15 Environmental Re-evaluation	No

28. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

29. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

**CONSTRUCTION**

30. 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.

31. 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

32. 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.

33. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.

~~34. CITY will include a Disadvantaged Business Enterprise (DBE) utilization goal in the PROJECT construction contract(s) in accordance with the Local Assistance Procedures Manual. CITY will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.~~

~~35.~~34. 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.

~~36.~~35. 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.

~~37.36.~~ CITY will advertise, open bids, award, and approve the construction contract in accordance with the 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.

~~38.37.~~ 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.

~~39.38.~~ 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

~~40.39.~~ 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.

~~41.40.~~ 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.

~~42.41.~~ 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.

~~43.42.~~ CITY will provide a landscape architect who will be responsible for all landscaping activities within the State Highway System.

44.43. 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).

45.44. 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.

46.45. 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.

47.46. 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.

48.47. 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.

~~49.48.~~ 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 California Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

### **Schedule**

~~50.49.~~ 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.

~~51.50.~~ The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

## **Additional Provisions**

### *Standards*

52.51. 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
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

### *Noncompliant Work*

53.52. 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*

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

### Consultant Selection

~~55.54.~~ CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

### Encroachment Permits

~~56.55.~~ 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.

~~57.56.~~ 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

~~58.57.~~ 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

~~59.58.~~ 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.



~~60.59.~~ 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

~~61.60.~~ 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.

~~62.61.~~ If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

~~63.62.~~ 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.

~~64.63.~~ 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.

~~65.64.~~ 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.

~~66-65.~~ 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

~~67-66.~~ 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.

~~68-67.~~ 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.

~~69-68.~~ 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

~~70-69.~~ 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.

~~71.~~70. 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.

~~72.~~71. 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.

~~73.~~72. 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.

~~74.~~73. 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

~~75.~~74. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

~~76.75.~~ 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

~~77.76.~~ The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

~~78.77.~~ The cost of legal challenges to the environmental process or documentation are considered WORK costs.

~~79.78.~~ 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

~~80.79.~~ 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

~~81.80.~~ 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**

~~82.81.~~ All portions of this AGREEMENT, including the Recitals Section, are enforceable.

#### **Venue**

~~83.82.~~ 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**

~~84.83.~~ 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 ~~by the~~ through the Clean California Transportation Commission (CTC) Program.

## **Indemnification**

~~85.84.~~ 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.

~~86.85.~~ 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**

~~87.86.~~ 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.

~~88.87.~~ 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**

**89.88.** 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.

**90.89.** 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**

**91.90.** 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**

**92.91.** 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 Executive Officer of CITY 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.

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

## **Prevailing Wage**

94.93. 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**

Byron Lim, Acting Program Manager – D4 Clean CA

111 Grand Avenue

Oakland, CA 94612

Office Phone: (510) 908-2592

Email: Byron.lim@dot.ca.gov

**CITY OF SAN FRANCISCO**

Jon Swae, Contracts and Grants Manager

2323 Cesar Chavez Street

San Francisco, CA 94124

Office Phone: (415) 760-1125

Email: jon.swae@sfdpw.org

Billing contact:

Arnold Mallari, Accounting Manager

San Francisco, California 94103

Office Phone: (628) 271-3094



**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**

**CITY OF SAN FRANCISCO**

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

\_\_\_\_\_  
Carla Short  
Interim Director

**Verification of funds and authority:**

**Attest:**

\_\_\_\_\_  
Jeffrey Kuehnel  
District Budget Manager

\_\_\_\_\_  
Nicholas Crawford  
Acting Superintendent

**Approved as to form and procedure:**

**Approved as to form and procedure:**

\_\_\_\_\_  
Deputy Attorney

\_\_\_\_\_

**Certified as to financial terms and policies:**

\_\_\_\_\_  
Nadine Karavan  
HQ Accounting Supervisor

**FUNDING SUMMARY NO. 01**

<b><u>FUNDING TABLE</u></b> <span style="float: right;">v. 12</span>						
<u>IMPLEMENTING AGENCY</u> →			<u>CITY</u>	<u>CITY</u>		Totals
Source	Party	Fund Type	PS&E	CONST. SUPPORT	CONST. CAPITAL	
STATE	CALTRANS	Clean CA	145,000	25,000	2,230,000	2,400,000
Totals			145,000	25,000	2,230,000	2,400,000

<b><u>SPENDING SUMMARY</u></b> <span style="float: right;">v 221</span>						
Fund Type	PS&E		CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	<u>CITY</u>	CALTRANS	<u>CITY</u>	<u>CITY</u>	
Clean CA	0	145,000	0	25,000	2,230,000	2,400,000
<b>Totals</b>	0	145,000	0	25,000	2,230,000	2,400,000

## **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.

6. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the STIP guidelines that require the PARTIES to apportion the project cost increases and savings in the same proportion as the current programmed ratio of funds that are not strictly a one-time only grant. In the alternate, PARTIES may be able to apportion cost increases and savings according to a cost sharing arrangement between the PARTIES that is approved by the CTC.

### **Invoicing and Payment**

7. 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.
8. 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.
9. 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.
10. 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.

11. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.

*Plans, Specifications, and Estimate (PS&E)*

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

*CONSTRUCTION Support*

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

*CONSTRUCTION Capital*

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

**CLOSURE STATEMENT INSTRUCTIONS**

~~1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?~~

~~\_\_\_\_\_ YES / NO~~

~~Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?~~

~~\_\_\_\_\_ YES / NO~~

~~Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?~~

~~\_\_\_\_\_ YES / NO~~

~~If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?~~

~~\_\_\_\_\_ YES / NO~~

~~Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?~~

~~\_\_\_\_\_ YES / NO~~

~~If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.~~

**CLOSURE STATEMENT**

~~PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 04-2857 and any amendments to the agreement. The final signature date on this document terminates agreement 04-2857 except survival articles. All survival articles in agreement 04-2857 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.~~

~~The people signing this agreement have the authority to do so on behalf of their public agencies. 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**

**CITY OF SAN FRANCISCO**

\_\_\_\_\_

\_\_\_\_\_

Deputy District Director, Design

Interim Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Certified as to all financial obligations/terms and policies**

\_\_\_\_\_

District Budget Manager

Date: \_\_\_\_\_





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](http://www.SFPublicWorks.org)

**Public Works Order No: 206674**

**REQUESTING AND RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE A RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO ACCEPT AND EXPEND \$2,400,000 FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION’S CLEAN CALIFORNIA LOCAL ENHANCEMENT PROGRAM TO UPGRADE FACILITIES ON THE STATE HIGHWAY SYSTEM IN SUPPORT OF THE SOUTH OF MARKET STREET TREE NURSERY 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 Bureau of Urban Forestry (“BUF”) has collaborated with the California Department of Transportation (“Caltrans”) on the South of Market Street Tree Nursery project, which would convert a highly visible blighted parcel at the 5th Street and State Highway Route 80 interchange, between Harrison and Bryant Streets, into an active tree nursery, education center, and operations yard (“Project”); and

WHEREAS, The Project includes a proposed 14,000 square foot nursery site that receives ample sunlight and contains utility connections, making it a desirable site for growing trees and introducing greenery to the surrounding South of Market neighborhood, which lacks trees and open space; and

WHEREAS, While developing the San Francisco Urban Forest Plan and the Central SOMA Plan, 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 November 22, 2021, Caltrans, 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 Class 1 Categorically

Exempt project under Title 14, Division 6, Chapter 3, Section 15301 of the California Code of Regulations; and

WHEREAS, On or about November 30, 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:



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Short, Calia -073CF73A4EA6486...

Interim Director



**CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION  
DETERMINATION FORM (rev. 11/2020)**

**Project Information**

**Project Name (if applicable):**

**DIST-CO-RTE:** 04-SF-80

**PM/PM:** 4.9

**EA:** 00000

**Federal-Aid Project Number:** 000000000

**Project Description**

A Director's Order is requested to convert a highly visible blighted parcel at the 5<sup>th</sup> St/SR80 interchange to an active tree nursery and education site with the City of San Francisco Bureau of Urban Forestry and their non-profit partners. Proposed project construction work involves installing security fencing, gates, driveways and vehicle access, and electrical and water service. All proposed work will take place within the Caltrans right of way (ROW). **See Conditions on page 3**

**Caltrans CEQA Determination** (Check one)

- Not Applicable** – Caltrans is not the CEQA Lead Agency
- Not Applicable** – Caltrans has prepared an IS or EIR under CEQA

Based on an examination of this proposal and supporting information, the project is:

- Exempt by Statute.** (PRC 21080[b]; 14 CCR 15260 et seq.)
- Categorically Exempt. Class 1d.** (PRC 21084; 14 CCR 15300 et seq.)
  - No exceptions apply that would bar the use of a categorical exemption (PRC 21084 and 14 CCR 15300.2). See the [SER Chapter 34](#) for exceptions.
- Covered by the Common Sense Exemption.** This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (14 CCR 15061[b][3].)

**Senior Environmental Planner or Environmental Branch Chief**

Michael McGowan

Print Name

*Michael McGowan*

Signature

11/22/2021

Date

**Project Manager**

Monique Nguyen

Print Name

*Monique Nguyen*

Signature

11/22/2021

Date



CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION DETERMINATION FORM

Caltrans NEPA Determination (Check one)

[X] Not Applicable

Caltrans has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). See SER Chapter 30 for unusual circumstances. As such, the project is categorically excluded from the requirements to prepare an EA or EIS under NEPA and is included under the following:

[ ] 23 USC 326: Caltrans has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to 23 USC 326 and the Memorandum of Understanding dated April 18, 2019, executed between FHWA and Caltrans. Caltrans has determined that the project is a Categorical Exclusion under:

- [ ] 23 CFR 771.117(c): activity (c)
[ ] 23 CFR 771.117(d): activity (d)
[ ] Activity listed in Appendix A of the MOU between FHWA and Caltrans

[ ] 23 USC 327: Based on an examination of this proposal and supporting information, Caltrans has determined that the project is a Categorical Exclusion under 23 USC 327. The environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by Caltrans pursuant to 23 USC 327 and the Memorandum of Understanding dated December 23, 2016 and executed by FHWA and Caltrans.

Senior Environmental Planner or Environmental Branch Chief

N/A

Print Name

Signature

Date

Project Manager/ DLA Engineer

N/A

Print Name

Signature

Date

Date of Categorical Exclusion Checklist completion: 11/22/21
Date of Environmental Commitment Record or equivalent: 11/22/21

Briefly list environmental commitments on continuation sheet if needed (i.e., not necessary if included on an attached ECR). Reference additional information, as appropriate (e.g., additional studies and design conditions).



**CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION  
DETERMINATION FORM**

**Continuation sheet:**

**Cultural**

If previously unidentified cultural materials are unearthed during construction, work shall be halted in that area until a qualified archaeologist can assess the significance of the find.

**Bio**

All construction work to remain within Caltrans right-of-way. Equipment shall be staged within Caltrans right-of-way in an area absent of vegetation. If additional work is added to the project increasing the scope of work and size or nature of disturbed area then the entire project will have to be re-evaluated and at a minimum resulting in an amended environmental document.

# ENVIRONMENTAL CERTIFICATION

DIST/CO/RTE/PM: 04/SF/80/4.9

EA/Project No: 00000/0000000000

**A. Environmental Documentation**

- NEPA compliance type: CE  FONSI  Approval Date: \_\_\_\_\_  
     EIS  Approval Date: \_\_\_\_\_ ROD Date: \_\_\_\_\_
- CEQA compliance type: CE  ND/MND  EIR  Approval Date: 11/22/21
- Supplemental or new document needed (NEPA) Yes  No  Date: \_\_\_\_\_
- Addendum, Supplemental, or Subsequent (CEQA) Yes  No  Date: \_\_\_\_\_
- NEPA determination checked for validity/Re-evaluation Approval Date(s): \_\_\_\_\_  
*(The Re-Validation form serves as the required consultation for all NEPA documentation including CEs in accordance with [23 CFR 771.129](#).)*

B. Do Environmental Construction Windows Apply? Yes  No

**C. Each of the following conditions must be true in order to complete this certification:**

- All environmental commitments that belong in this PS&E are included.
- All actions in this PS&E are covered by the approved environmental documentation, which remains valid.
- All environmental permits, licenses, agreements, and certifications (PLACs) are complete. Project PLACs are listed below:

Agency	Type	Issue Date	Expiration Date
N/A	N/A	N/A	N/A

D. Environmental Commitment Record has been prepared: Date: 11/22/21

E. Environmental Commitment Record has been updated: Yes  Date: \_\_\_\_\_ No

*I certify that, for environmental purposes, this project is ready to list, and, as applicable, Caltrans has fully carried out all environmental responsibilities assumed under 23 USC 326 or 23 USC 327 for this project in accordance with NEPA Assignment and applicable federal laws, regulations, and policies.*

<i>Michael McGowan</i>	11/22/21
Environmental Branch Chief (sign name)	Date
Michael McGowan	
Environmental Branch Chief (print name)	

Changes to this PS&E submittal shall be discussed with the signature authority and may require an updated environmental certification. This project may be advertised for contract award. If the project has not been advertised within twelve months of the date of Environmental Certification, this Environmental Certification expires and a new certification or update is required.

Certification expiration date is 11/22/2022.

# Environmental Commitment Record

PROJECT MANAGER:	Monique Nguyen	510-286-4446
PROJECT ENGINEER:	James Hsaio	510-622-8810
RESIDENT ENGINEER:		

DATE:	11/22/2021
CO. RTE. PM:	SF/80/4.9
EA / ID:	00000/0000000000

**PROJECT DESCRIPTION:** Convert a highly visible blighted parcel at the 5th St/SR80 interchange, postmile 4.9, to an active tree nursery and education site with the City of San Francisco Bureau of Urban Forestry and their non-profit partners.

	Ref.	NSSP Y/N	Responsible Staff	Timing	Action Taken	Date
CDFG 1602	N/A					
Emergency Notification	N/A					
1602 Maint. Exempt (M24-67)	N/A					
BCDC: Bay Fill Permit	N/A					
BCDC: Pub. Access Review	N/A					
BCDC: Maint. Exempt (Append I, 1978)	N/A					
CCC Coastal Dev. permit	N/A					
CCC Emerg. Permit	N/A					
State Lands Lease Agreement	N/A					
RWQCB: NPDES	N/A					
RWQCB: Water Qual. Cert.	N/A					
Endangered Species Act <sup>1</sup>	N/A					
Consultation	N/A					
USACE 404: Nationwide	N/A					
Emergency Permit	N/A					
USACE 404: Individual	N/A					
USACE Section 10 Permit	N/A					
Noise Attenuation	N/A					
Water Quality	N/A					
Hazardous Materials Investigation/Treatment	N/A					
Archaeological	N/A	NO	Cultural Specialist	During Work	If previously unidentified cultural resources are unearthed during construction/tree removal, then work shall be halted in that area until a qualified archaeologist can assess the significance of the discovery.	
General Conditions/Biology	N/A	NO	Biologist	During Work	All construction work to remain within Caltrans right-of-way. Equipment shall be staged within Caltrans right-of-way in an area absent of vegetation. If additional work is added to the project increasing the scope of work and size or nature of disturbed area then the entire project will have to be re-evaluated and at a minimum resulting in an amended environmental document.	
Visual/Landscape	N/A					
Community/Social	N/A					
Construction	N/A					

by Environmental Maintenance  
before finalization.  
 Attachments

**Michael McGowan**  
**Branch Chief**  
**Office of Environmental Maintenance**

*Michael McGowan*  
**11/22/2021**  
**Date**

cc: PM, PE, RE, File Office of Environmental Maintenance: **Rev 04/2014**





**Director's Office**

dpw@sfdpw.org | T. 628.271.3160 | 49 South Van Ness Ave. Suite 1600, San Francisco, CA 94103

June 24, 2022

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102

Dear Ms. Calvillo:

Attached please find a proposed Resolution for the Board of Supervisors approval which authorizes the Department of Public Works to accept and expend a grant of \$2,400,000 from the California Department of Transportation's ("Caltrans") Clean California Local Enhancement Program to upgrade facilities on the State Highway System in support of the South of Market Street Tree Nursery Project, and approving and authorizing Public Works to enter into a Cooperative Agreement with Caltrans regarding project construction and implementation; and affirming the California Department of Transportation's determination under the California Environmental Quality Act.

The following is a list of accompanying documents:

- Proposed Resolution
- Public Works Order No. 206674
- Grant Information Form
- Grant Agreement
- Grant Application
- Grant Budget
- Notice of Exemption

The following person may be contacted regarding this matter: Tom Paulino, [Tom.Paulino@sfgov.org](mailto:Tom.Paulino@sfgov.org); 415-554-6153.

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Ian Schneider, Government Affairs Manager, Public Works  
**DATE:** Friday, June 24, 2022  
**SUBJECT:** Accept and Expend Resolution for South of Market Street Tree Nursey

**GRANT TITLE:** Cooperative Agreement – FY2021-2022 Caltrans Clean California Enhancement Program - South of Market Street Tree Nursery

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Attached please find the 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): Public Works Order No. 206674; Notice of Exemption

**Special Timeline Requirements:**

**Departmental representative to receive a copy of the adopted resolution:**

Name:

Phone:

Interoffice Mail Address:

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).