STANDARD GRANT AGREEMENT Proposition K Transportation Authority Project No. 138-907178 Resolution 22-011

SECTION 1 AGREEMENT

I. PURPOSE OF AGREEMENT

THIS AGREEMENT is entered into by and between the San Francisco County Transportation Authority (TRANSPORTATION AUTHORITY) and the City and County of San Francisco acting through its Municipal Transportation Agency (RECIPIENT), to document the funding conditions necessary for the RECIPIENT of a TRANSPORTATION AUTHORITY funding allocation (GRANT) to comply with applicable law and TRANSPORTATION AUTHORITY policies as provided in the TRANSPORTATION AUTHORITY GRANT Resolution. This AGREEMENT consists of Sections 1 and 2 and all additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

In consideration of the mutual covenants, promises, and representations herein, the parties hereto agree as follows:

II. PURPOSE OF GRANT

This GRANT, approved through Resolution 22-011 of the TRANSPORTATION AUTHORITY, in accordance with the requirements of the TRANSPORTATION AUTHORITY'S Proposition K Expenditure Plan and Strategic Plan, is made for the following purposes identified in the RECIPIENT's Proposition K Sales Tax Program Allocation Request Form (Attachment):

14th Street Road Diet [NTIP Capital]

III. PROJECT DEFINITION AND SCOPE

Subject to completion of any required environmental review, the RECIPIENT agrees to undertake and complete the project identified in the RECIPIENT'S Allocation Request Form (PROJECT) with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with all the provisions of Sections 1 and 2 hereof, and as described in the Scope section and any Special Conditions of the Proposition K Sales Tax Program Allocation Request Form, which are attached to this AGREEMENT, and made a part hereof. If RECIPIENT determines that it will no longer pursue the PROJECT, RECIPIENT will, with all practicable dispatch, provide the TRANSPORTATION AUTHORITY with an explanation and reason for ceasing pursuit of the PROJECT, and work with the TRANSPORTATION AUTHORITY to develop a plan to explain and justify as needed this change to members of the TRANSPORTATION AUTHORITY Board of Commissioners, and to establish a timeline for submitting a final reimbursement request, returning any unspent funds, and closing out the GRANT, consistent with the provisions in Section 2, below.

IV. GRANT

The TRANSPORTATION AUTHORITY hereby grants to the RECIPIENT the sum of \$60,700 as designated in the GRANT Resolution cited below and included in this AGREEMENT by reference.

Res. No.	Date	Project #	Proposition K Funds Allocated	Proposition K Fund Expiration Date
22-011	10/26/2021	138-907178	\$60,700	6/30/2023

V. ACCEPTANCE OF GRANT

The RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept the TRANSPORTATION AUTHORITY'S GRANT and agrees to all of the terms and conditions of this AGREEMENT.

This AGREEMENT is effective as of the DATE OF EXECUTION as defined in Section 2, STANDARD TERMS AND CONDITIONS, DEFINITIONS, below.

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

DocuSigned by: Maria Lombardo, Cluief Deputy Director By: for

Date _____

RECIPIENT: City and County of San Francisco acting through its Municipal Transportation Agency

By: *for* Jeffrev Duffer Bogs and Director of Transportation

11/16/2021 Date

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

By: Isidro Jimeney 57EBAOF5ACCO17B Deputy City Attorney



SECTION 2 STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

As used in this AGREEMENT:

- A. AGREEMENT shall mean Sections 1 and 2 of this Standard Grant Agreement and all additional documents stated in these sections as being attached and incorporated by reference.
- B. TRANSPORTATION AUTHORITY shall mean the San Francisco County Transportation Authority.
- C. DATE OF EXECUTION shall mean the date when the TRANSPORTATION AUTHORITY'S Executive Director or his/her authorized designee signs this agreement.
- D. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM shall mean any DBE program adopted by RECIPIENT, or an equivalent program approved directly by the California Department of Transportation or accepted by the federal agency providing financial assistance, that is applicable to the PROJECT as determined by RECIPIENT.
- E. FISCAL YEAR shall mean the TRANSPORTATION AUTHORITY'S fiscal year from July 1 of a calendar year through June 30 of the next calendar year.
- F. FORCE ACCOUNT shall mean personnel costs incurred by the RECIPIENT directly associated with implementing the PROJECT.
- G. FUND EXPIRATION DATE shall mean the final date when eligible costs may be incurred and be reimbursable from a GRANT.
- H. GRANT shall mean the allocation of any Proposition K sales tax funds.
- I. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM shall mean any LBE program adopted by RECIPIENT that is applicable to the PROJECT as determined by RECIPIENT.
- J. LOCAL HIRING PROGRAM shall mean any local hiring ordinance adopted by RECIPIENT or another employment opportunity program developed by RECIPIENT that is applicable to the PROJECT as defined by RECIPIENT.
- K. EXPENDITURE PLAN shall mean the City and County of San Francisco Transportation Expenditure Plan administered by the TRANSPORTATION AUTHORITY and approved by the voters on November 4, 2003.
- L. PROJECT shall mean the scope of work set forth in the attached Proposition K Sales Tax Program Allocation Request Form. The eligibility of this scope of work for a Proposition K GRANT is based on the applicable language in the EXPENDITURE PLAN.
- M. CASH FLOW DISTRIBUTION SCHEDULE shall mean the table of cash flows in the Recommendation section of the Proposition K Sales Tax Program Allocation Request Form, titled Cash Flow Distribution Schedule by Fiscal Year.
- N. RECIPIENT shall mean SPONSORING AGENCY that receives a GRANT from the TRANSPORTATION AUTHORITY for the purpose of carrying out the PROJECT.
- O. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM shall mean any SBE program adopted by RECIPIENT that is applicable to the PROJECT as determined by RECIPIENT,
- P. SPONSORING AGENCY shall mean the RECIPIENT shown on page 20 of 21 of the EXPENDITURE PLAN for the PROJECT.
- Q. STRATEGIC PLAN shall mean the long-range Strategic Plan adopted by the TRANSPORTATION AUTHORITY Board in place at the time of the allocation, which updates assumptions about level and availability of Proposition K revenues and sets policy on Proposition K expenditures, project budgets, cost eligibility, and expected cash flows.

II. GENERAL CONDITIONS

A. <u>Cost Eligibility</u>

Cost eligibility shall be determined by the TRANSPORTATION AUTHORITY'S STRATEGIC PLAN policies. Any costs incurred by RECIPIENT prior to the DATE OF EXECUTION of this AGREEMENT shall be ineligible for reimbursement by the TRANSPORTATION AUTHORITY, except as follows:

- 1. Where the TRANSPORTATION AUTHORITY has previously approved the scope of a project and that scope has incurred increased costs; and
- 2. Capital costs of a multi-year project to which the TRANSPORTATION AUTHORITY has made a formal commitment in a resolution for out-year costs, although the funds have not been allocated.

While these costs shall be eligible for reimbursement in the situations cited above, the timing and amount of reimbursement will be subject to a TRANSPORTATION AUTHORITY allocation, based on available revenues, other anticipated project requests, and project category and subcategory limits established in the EXPENDITURE PLAN. Travel costs shall not exceed the per diem rates and allowances established by the U.S. General Services Administration when traveling within the United States, and U.S. Department of State when traveling outside the United States and applicable at the time of the travel. All costs incurred by RECIPIENT after the FUND EXPIRATION DATE shall be ineligible for reimbursement by the TRANSPORTATION AUTHORITY. Any waiver of cost eligibility policies must be included in the Proposition K Sales Tax Program Allocation Request Form as approved by the TRANSPORTATION AUTHORITY.

B. <u>Non-Substitution of Funds</u>

In accordance with Sections 131000 et seq. of the California Public Utilities Code under which the TRANSPORTATION AUTHORITY was created, a GRANT awarded to the RECIPIENT is intended to supplement existing local revenues being used for public transportation purposes and shall not replace funds previously provided by property tax revenues for public transportation purposes.

Any GRANT determined by the TRANSPORTATION AUTHORITY to replace existing local revenues shall be refunded by the RECIPIENT to the TRANSPORTATION AUTHORITY in a manner determined by the TRANSPORTATION AUTHORITY.

C. <u>Compliance with Law</u>

In the performance of its obligations pursuant to this AGREEMENT, the RECIPIENT shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this AGREEMENT, and shall at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

D. Budget and Scope

The RECIPIENT shall maintain a PROJECT budget. The RECIPIENT shall carry out the PROJECT and shall incur obligations against and make disbursements of the GRANT in conformity with the TRANSPORTATION AUTHORITY'S requirements and the budget. The PROJECT budget may be revised from time to time through the submission of a revised budget to the TRANSPORTATION AUTHORITY.

The RECIPIENT may not make any changes to the scope of the PROJECT without prior written approval of the TRANSPORTATION AUTHORITY. Approval by the TRANSPORTATION AUTHORITY of a change of scope shall not constitute an increase in the GRANT amount unless additional funds are specifically allocated by the TRANSPORTATION AUTHORITY Board for that purpose.

E. <u>Third Party Contract Audits</u>

The TRANSPORTATION AUTHORITY reserves the right to audit third party contracts for any reason. If the RECIPIENT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the TRANSPORTATION AUTHORITY. If the RECIPIENT is an agency, department or other subdivision of the City and County of San Francisco, third party contracts include those contractual agreements entered into by the RECIPIENT and any other City and County of San Francisco entity.

F. <u>Project Management</u>

RECIPIENT shall be responsible for the PROJECT and provide for management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget, consistent with the TRANSPORTATION AUTHORITY'S resolution allocating the GRANT unless otherwise agreed upon in writing.

G. <u>Project Oversight</u>

The RECIPIENT shall fully cooperate with the TRANSPORTATION AUTHORITY'S project oversight team and shall promptly provide any requested PROJECT information, including any PROJECT information that is reportable to any other oversight body responsible for monitoring the PROJECT. Project progress reports may be calendared on the TRANSPORTATION AUTHORITY Board and/or Citizens Advisory Committee meeting agendas, at the discretion of the Board Chair and Executive Director. Project updates may be consent items or discussion items with presentation by RECIPIENT staff. In either case RECIPIENT staff shall be in attendance to present and/or answer questions from Board and Citizens Advisory Committee members.

H. <u>Attribution and Signage</u>

RECIPIENT shall demonstrate compliance with the TRANSPORTATION AUTHORITY'S attribution and signage requirements as a mandatory condition for authorization of Proposition K reimbursement for project expenses. Logo files and brand guide are available at www.sfcta.org/logo.

1. Required Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding for Construction Capital Projects with Proposition K funding on any Project Phase(s) (e.g., Planning/Preliminary Engineering, Environmental, Right of Way, Specifications and Estimates, Construction and Procurement).

Prior to public display of signage, the RECIPIENT shall submit for TRANSPORTATION AUTHORITY review and approval the design of the proposed attribution and signage identifying Proposition K Local Transportation Sales Tax Funds and the TRANSPORTATION AUTHORITY as a funding source, as described below. Exceptions may be made at the sole discretion of the TRANSPORTATION AUTHORITY.

Upon initiation of field work or at the earliest feasible time thereafter, RECIPIENT shall install and maintain this sign at the construction site. With the first quarterly report following initiation of fieldwork, RECIPIENT shall submit to the TRANSPORTATION AUTHORITY a photograph documenting compliance with the Proposition K attribution and format requirements herein contained.

Construction sign shall display the following items:

a. The official TRANSPORTATION AUTHORITY logo, available at www.sfcta.org/logo, the same size as the RECIPIENT's own seal or official logo appearing on the sign, whichever is larger.

b. The following text:

Your Proposition K Sales Tax Dollars at Work

displayed such that the TRANSPORTATION AUTHORITY logo appears immediately to the right of the text. See examples in Figures 1, 2 and 3.

c. Examples of Construction Sign Layout (template files available at sfcta.org/attribution)

Figure 1 – Example of Construction Sign Layout for City and County of San Francisco Agencies



Building	Our Future	onesanfranci	sco.org	
	BERNAL SUBSTATION UPGRADE PROJECT			
Contract No. 12 BEGINS WINTER 2012	62 , completion date: s	PRING 2014		
MORE INFORMATION: Please visit us at www.sfmta.com	CONTACT: San Francisco Municipal Transportation Agency 415-734-8432	AFTER HOURS: Balfour Beatty Rail 650-243-566	0	
A PROJECT OF THE CITY'S There is only one San Francisco and	TEN-YEAR CAPITAL PLAN we're taking care of it.	This project is brought to you by Your Proposition K Sales Tax Dollars at Work Web San Francisco San Francisco Cautority	NLICH Boardsbill Landon N. Brend Boardsbill on Staffertreichers Matt Teren Matt Teren Ma	

Figure 2 – Example of Construction Sign Layout for Non-City and County of San Francisco Agencies Project <u>Fully</u> Funded by Prop K

Sign shall include a listing of current members of the TRANSPORTATION AUTHORITY Board of Commissioners, starting with Chair and Vice Chair, followed by Board members names listed in alphabetical order, left-aligned to the TRANSPORTATION AUTHORITY logo. See example in Figure 2.

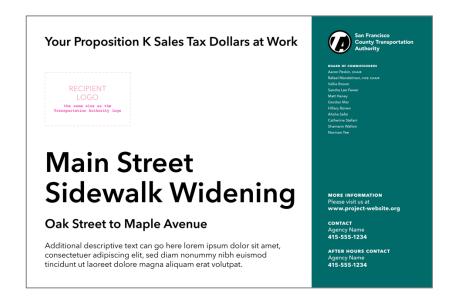


Figure 3 – Example of Construction Sign Layout for Non-City and County of San Francisco Agencies Construction <u>Partially</u> Funded by Prop K

Figure 3a
Your Proposition K Sales Tax Dollars at Work

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Your Proposition K Sales Tax Dollars at Work

Figure 3b

1. Required Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding for Non-Construction Capital Projects.

All capital purchases, including but not limited to transit fleet and non-revenue fleet vehicles and maintenance vehicles, partially or entirely funded by Proposition K, shall bear permanent signage. RECIPIENT shall affix permanent signage, to be provided by the TRANSPORTATION AUTHORITY, identifying the TRANSPORTATION AUTHORITY and the Sales Tax Funds as a funding source according to the standard

County Tran Authority

format.

Non-revenue vehicles shall display the decal on either exterior side or on the rear of the vehicle, at least 6 inches in from the perimeter of the surface where it is displayed. Transit and paratransit vehicles shall display the decal prominently on the vehicle in a location to be agreed upon by RECIPIENT and TRANSPORTATION AUTHORITY.

2. Required Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding of Studies and Reports.

All reports funded in whole or in part by Proposition K shall, on the credits or attribution page, include a box containing the following text, left-aligned, set in the same size and font used in the body of the report.

a. For reports and studies entirely funded through Proposition K:

This report was funded by the San Francisco County Transportation Authority through a grant of Proposition K Local Transportation Sales Tax funds



b. For reports and studies partially funded through Proposition K:

This report was supported by the San Francisco County Transportation Authority through a grant of Proposition K Local Transportation Sales Tax funds



3. Required Attribution and Acknowledgement of TRANSPORTATION AUTHORITY Funding for Project Communication Materials.

All press releases, project fact sheets, websites, flyers, brochures, posters, blogs or editorial and communication materials produced about the PROJECT following receipt of the GRANT, whether the production of those materials are funded by Proposition K or not, shall include the TRANSPORTATION AUTHORITY logo and the following statement:

This project was made possible in part by Proposition K Sales Tax dollars provided by the San Francisco County Transportation Authority.

The logo should be grouped with those of any other participating agencies.

I. ENVIRONMENTAL COMPLIANCE

The RECIPIENT shall undertake all environmental mitigation measures that may be identified as commitments in applicable documents (such as environmental assessments, environmental impact statements, findings and reports, and memoranda of agreement), and comply with any conditions and mitigation required or imposed as a part of a finding of no significant impact or a record of decision. All such mitigation measures are incorporated in this AGREEMENT by reference. Approval of this GRANT does not constitute approval of the PROJECT for California Environmental Quality Act (CEQA) purposes.

The following is applicable when RECIPIENT is the San Francisco Municipal Transportation Agency: Prior to approval of the PROJECT for construction, the San Francisco Municipal Transportation Agency will conduct review under the CEQA. The San Francisco Municipal Transportation Agency shall not proceed with the approval of the PROJECT for construction until there has been complete compliance with CEQA. Prior to billing for any construction funds, if requested by the TRANSPORTATION AUTHORITY, the San Francisco Municipal Transportation Agency will provide the TRANSPORTATION AUTHORITY with documentation confirming that CEQA review has been completed.

II. FINANCES

A. <u>Documentation of Project Costs</u>

All costs charged to the PROJECT, including any approved FORCE ACCOUNT services performed by the RECIPIENT, shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges and the basis for the percentage charged to the TRANSPORTATION AUTHORITY.

B. <u>Records</u>

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, and other accounting documents pertaining in whole or in part to the PROJECT shall be maintained by the RECIPIENT for a period of five (5) years after the later of PROJECT closeout or termination of GRANT. Such PROJECT documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the PROJECT.

C. <u>Reimbursements</u>

Payment shall be made to the RECIPIENT for costs reimbursable under the terms of this AGREEMENT and incurred prior to the termination date of this AGREEMENT. Payment to RECIPIENT of the GRANT shall be upon written approval by the TRANSPORTATION AUTHORITY, upon submittal by the RECIPIENT of appropriate support documentation including proof of attribution and identification of expenses incurred.

Reimbursement shall be made on a quarterly basis. The TRANSPORTATION AUTHORITY, in consultation with the RECIPIENT, may provide an alternate reimbursement schedule or quarterly calendar to the RECIPIENT. However, RECIPIENT shall submit fourth (4th) quarter reimbursement requests or an expenditure accrual schedule in time to meet the TRANSPORTATION AUTHORITY'S FISCAL YEAR closing process. Except for the GRANT closeout or end of FISCAL YEAR billing, the minimum reimbursement request amount shall be \$5,000. In the case of GRANT closeout, the TRANSPORTATION AUTHORITY reserves the right to retain up to \$25,000 or 10% of the GRANT amount, whichever is less, until all project requirements, including special conditions and deliverables, have been met, and closeout documentation, including proof of attribution and project completion, have been submitted and accepted.

Reimbursements shall not exceed the cumulative amount shown for a given fiscal year in the CASH FLOW DISTRIBUTION SCHEDULE. RECIPIENT may make a request for exceptions in writing. Exceptions may be made at the sole discretion of the TRANSPORTATION AUTHORITY.

The Transportation Authority will only reimburse RECIPIENT up to the approved overhead multiplier rate for the fiscal year in which RECIPIENT incurs charges.

- D. Interest Expense
 - 1. RECIPIENT acknowledges that the TRANSPORTATION AUTHORITY may have to issue debt to honor reimbursement requests, including, but not limited to, the planned reimbursement requests shown in the current CASH FLOW DISTRIBUTION SCHEDULE. If, as of the date of a reimbursement, the sum of the reimbursements for an Expenditure Plan line item exceeds such Expenditure Plan line item's cumulative pro-rata shares of Proposition K revenues as such revenues and pro-rations are shown in the current adopted Proposition K Strategic Plan, and the TRANSPORTATION AUTHORITY issues debt to satisfy its reimbursement obligations to RECIPIENT or any other recipient of Proposition K revenues, then such Expenditure Plan line item shall be responsible for and allocated its pro-rata share of the costs and expenses of such debt, including all interest

expense, fees, and other costs of issuance (collectively, "Debt Expenses"). Actual Debt Expenses shall be reported at the end of the FISCAL YEAR in which the reimbursement occurs, and such Debt Expenses will be charged against applicable Expenditure Plan line item reimbursement limits.

- 2. The TRANSPORTATION AUTHORITY may request an updated PROPOSITION K CASH FLOW DISTRIBUTION SCHEDULE, and RECIPIENT shall respond to any such request within ten (10) business days. Changes in the CASH FLOW DISTRIBUTION SCHEDULE require approval by the TRANSPORTATION AUTHORITY. The most recently approved CASH FLOW DISTRIBUTION SCHEDULE will be the basis for determining Debt Expenses and reimbursement request limits.
- 3. Notwithstanding anything to the contrary within this Section III.D., in the event that the TRANSPORTATION AUTHORITY specifically issues debt on behalf of RECIPIENT's PROJECT, any Debt Expenses related to such debt will be directly allocated and charged against the applicable Expenditure Plan line item and not pro-rated as set forth in Section III.D.1.
- 4. Notwithstanding anything to the contrary within this Section III.D.l, in the event that this GRANT funds one of the four projects grandfathered from the Proposition B Expenditure Plan, no finance costs will be assigned to the project. These four projects are the Third Street Light Rail Project, the New Central Subway Project, the Illinois Street Bridge Project and the Bernal Heights Project.

E. <u>Proportional Expenditure of GRANT</u>

If this GRANT leverages non-Prop K funds, the RECIPIENT shall expend this GRANT at a rate equal to or less than the Proposition K fund share as shown in the Proposition K Sales Tax Program Allocation Request Form, unless the TRANSPORTATION AUTHORITY provides written approval of a different expenditure rate.

F. Proceeds from Sale of Equipment or Vehicles Purchased with GRANT

If RECIPIENT uses any portion of the GRANT to purchase equipment or vehicles, and later sells the equipment or vehicles, RECIPIENT shall return to the TRANSPORTATION AUTHORITY a portion of the proceeds from the sale of such assets with fair market value of \$5,000 or more. RECIPIENT shall return to the TRANSPORTATION AUTHORITY that proportion of the net sales proceeds that is equal to the percentage of the original purchase price that consisted of GRANT funds. The TRANSPORTATION AUTHORITY will program any returned funds in accordance with Strategic Plan policies.

G. <u>Return of Project Cost Savings</u>

If the actual costs of the PROJECT are less than the amount budgeted or the amount advanced by the TRANSPORTATION AUTHORITY, RECIPIENT shall return to the TRANSPORTATION AUTHORITY that proportion of the project cost savings that is equal to the percentage of the original project budget that consisted of Proposition K grant funds. The TRANSPORTATION AUTHORITY will program any returned funds in accordance with Strategic Plan policies.

III. REPORTING

A. <u>Progress Reports</u>

As a condition for reimbursement, RECIPIENT shall submit quarterly progress reports through the TRANSPORTATION AUTHORITY'S online grants portal. RECIPIENT must submit a quarterly progress report for each grant regardless of progress made during the reporting period. The TRANSPORTATION AUTHORITY may, at its discretion, allow RECIPIENT to submit one quarterly progress report covering multiple Proposition K grants for the same project.

RECIPIENT shall submit progress reports no later than April 30, July 31, October 31, and January 31. The TRANSPORTATION AUTHORITY, in consultation with RECIPIENT, may agree to an alternate reporting schedule for the RECIPIENT.

Progress reports shall address the status of the project including the scope, schedule, and cost as listed in the Allocation Request Form or as listed in approved amendments. Progress reports shall include the required information in the progress report form in the online grants Portal, verification of compliance with the TRANSPORTATION AUTHORITY'S signage and attribution requirements, and any other required information specified in the attached Allocation Request Form.

B. <u>Annual Reports</u>

RECIPIENT shall submit no later than December 1 or first business day thereafter each year a project update covering the current calendar year for potential inclusion in the TRANSPORTATION AUTHORITY Annual Report, through the TRANSPORTATION AUTHORITY'S online grants portal. This update shall include at least the following information: a description of project activities and accomplishments during the calendar year; percent complete; total value of work contracted; SBE, DBE and LBE goals and utilization to date; LOCAL HIRING PROGRAM utilization to date; and presentation quality photos if project is completed or under construction.

IV. AUDITS AND CLOSEOUT PROCEDURES

A. <u>Ongoing</u>

The TRANSPORTATION AUTHORITY reserves the right at any time to conduct or require a financial or performance audit of the RECIPIENT'S compliance with this AGREEMENT. The TRANSPORTATION AUTHORITY will give advance notice of the requirement. The RECIPIENT shall permit the TRANSPORTATION AUTHORITY, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the PROJECT, and to audit the books, records, and accounts of the RECIPIENT and its contractors with regard to the PROJECT.

B. <u>Closeout</u>

PROJECT closeout occurs either when the TRANSPORTATION AUTHORITY notifies the RECIPIENT through the online grants portal that RECIPIENT's closeout request has been approved, or when the RECIPIENT's remittance of the proper refund has been acknowledged by the TRANSPORTATION AUTHORITY. Within ninety (90) days of the PROJECT completion date or termination by the TRANSPORTATION AUTHORITY, whichever comes first, the RECIPIENT shall submit a closeout request or submit an amendment request through the online grants portal with a schedule and justification for an alternate closeout date. At closeout, RECIPIENT shall submit a Project Closeout Form via the online grants portal. If applicable, the closeout request may include a certified financial statement and/or third-party audit reports identifying any ineligible expenditures, which RECIPIENT shall be required to refund. PROJECT closeout shall not terminate any continuing obligations imposed on the RECIPIENT by this AGREEMENT. For multi-year AGREEMENTS, the TRANSPORTATION AUTHORITY may request closeout of a portion of a PROJECT as it is completed. Final reimbursement will be in accordance with TRANSPORTATION AUTHORITY policies and procedures.

RECIPIENT shall provide to the TRANSPORTATION AUTHORITY the following information at project closeout:

1. Final Expenditure Report

This report shall consist of the total expenditures for each funding source for the approved scope of work. RECIPIENT shall provide supporting documentation for expenditures and revenues from its accounting and financial management system.

2. Final Project Update

RECIPIENT shall provide a final project update with at least the following information: a description of project activities and accomplishments; total value of work contracted; and presentation quality photos if project is completed or under construction.

3. SBE, DBE, LBE and LOCAL HIRING PROGRAMS Utilization Report

Closeout request shall include a breakdown of work performed by RECIPIENT forces and work that was contracted out. The breakdown of contracted work shall include the amounts contracted to SBE, DBE, LBE and/or local residents, as well as the contract and project goals and the applicable utilization rates.

These project closeout documents shall be submitted via the online grants portal under the electronic signature of RECIPIENT staff authorized to administer the AGREEMENT.

Release of the final reimbursement request or allocation of additional grants shall be subject to receipt of required closeout materials. The TRANSPORTATION AUTHORITY reserves the right to retain up to \$25,000 or 10% of the GRANT, whichever is less, until all closeout documentation, including proof of attribution and project completion, have been submitted and accepted.

C. <u>Rescission of Authorization of Funds</u>

The TRANSPORTATION AUTHORITY reserves the right to rescind its authorization of unneeded GRANT funds prior to, or at the time of, PROJECT closeout. Funds are determined to be unneeded if they are uncommitted at time of project closeout.

D. <u>Repayment of Ineligible Costs</u>

The TRANSPORTATION AUTHORITY reserves the right to offset RECIPIENT payback of ineligible costs against future GRANT approvals for this PROJECT or other projects in the EXPENDITURE PLAN for which RECIPIENT is the SPONSORING AGENCY.

V. LIABILITY

A. <u>Indemnification</u>

RECIPIENT agrees to defend, indemnify and hold harmless the TRANSPORTATION AUTHORITY, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of RECIPIENT in connection with this AGREEMENT, except those arising by reason of the sole negligence of the TRANSPORTATION AUTHORITY, its officers, employees and agents.

TRANSPORTATION AUTHORITY agrees to defend, indemnify and hold harmless the RECIPIENT, its officers, employees and agents, from any and all acts, claims, omissions, liabilities and losses asserted by any third party arising out of acts or omissions of TRANSPORTATION AUTHORITY in its obligations under this AGREEMENT, except those arising by reason of the sole negligence of the RECIPIENT, its officers, employees and agents.

In the event of concurrent negligence of RECIPIENT and TRANSPORTATION AUTHORITY, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

VI. DEFAULT

A. <u>Termination for Cause</u>

The RECIPIENT agrees that, upon ten (10) working days written notice, the TRANSPORTATION AUTHORITY may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the EXPENDITURE PLAN or Proposition K Sales Tax Program Allocation Request Form, unauthorized use of GRANT funds as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the PROJECT shall be deemed to be a breach of this AGREEMENT and cause for termination.

B. <u>Correction of Breach</u>

With respect to any breach, which is reasonably capable of being cured, the RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If the RECIPIENT diligently pursues cure, such RECIPIENT shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted in writing by the TRANSPORTATION AUTHORITY.

C. Obligations

In general, termination of financial assistance under this AGREEMENT will not invalidate obligations properly incurred by the RECIPIENT before the termination date, to the extent those obligations cannot be canceled.

VII. INTEGRATION

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

VIII. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

IX. INDEPENDENT AGENCY

RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of the TRANSPORTATION AUTHORITY. None of the RECIPIENT'S agents or employees shall be agents or employees of the TRANSPORTATION AUTHORITY.

X. ASSIGNMENT

The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

XI. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of the TRANSPORTATION AUTHORITY or the RECIPIENT as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

XII. EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in

connection with any dispute arising out of this AGREEMENT and the transactions hereby contemplated. RECIPIENT may not use GRANT funds, or other TRANSPORTATION AUTHORITY programmed funds for the aforementioned purpose.

XIII. SEVERABILITY

Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

Attachment: Proposition K Sales Tax Program Allocation Request Form, attached and incorporated by this reference.

FY of Allocation Action: FY2021/22	
Project Name: 14th Street Road Diet [NTIP Capital]	
Grant Recipient:	San Francisco Municipal Transportation Agency

EXPENDITURE PLAN INFORMATION

PROP K Expenditure Plans	BF5BCB3E4F6 Traffic Calming
Current PROP K Req աբ ş <mark>i</mark> ։	∕ ≸6 9₁700
Supervisorial District	District 08

REQUEST

Brief Project Description

Implementation of a "road diet" on 14th Street between Castro Street and Sanchez Street, in response to neighborhood concerns regarding traffic and pedestrian safety. Improvements will include elimination of an eastbound lane on 14th Street between Castro and Sanchez Streets, a left-turn-only lane, and red zones to daylight intersection. Benefits will include improved pedestrian visibility and safer turning movements. The proposal was developed in coordination with Supervisor Mandelman's office, the Duboce Triangle Neighborhood Association and other members of the local community.

Detailed Scope, Project Benefits and Community Outreach

Scope

The proposed project will eliminate one eastbound lane on 14th Street, between Castro Street and Sanchez Street, while converting one of the eastbound lanes approaching Castro Street to left turn only. Daylighting red zones will also be added or extended at intersections within the project limits. The current parallel parking on the north side of 14th Street will be changed to back-in angled parking, which will increase the availability of on-street parking by approximately six spaces. The centerline along 14th Street will be shifted south to accommodate angled parking on the north side and one lane in each direction. No new bus zones, bike lanes, bike boxes, raised pavement markers, concrete work, or other structural elements are planned. The lane removal will provide a wider lane for transit in the eastbound direction and is not expected to significantly affect travel times. The project is also expected to improve the pedestrian experience by reducing the number of lanes traversed when crossing 14th Street. See attached design drawings with current and proposed striping for details.

The Transportation Authority's Neighborhood Transportation Improvement Program (NTIP) is intended to strengthen project pipelines and advance the delivery of community supported neighborhood-scale projects, especially in Communities of Concern and other neighborhoods with high unmet needs. Commissioner Mandelman has expressed support for using the \$60,700 in District 8 NTIP funds included in this request.

Planned Outreach

The public will have opportunities to make comments to the SFMTA Board at two public hearings in Page 1 of 12

Fall 2021. Flyers with information on joining the hearings will be posted along the project limits.

Previous Outreach

August 11, 2021: SFMTA (Eddie Tsui) met virtually with Duboce Triangle Neighborhood Association. Request for Painted Safety Zones rescinded due to geometric conflict with turning vehicles.
July 29, 2021: SFMTA (Eddie Tsui) met virtually with Supervisor Mandelman's office (Jacob Bintliff) and Duboce Triangle Neighborhood Association to review updated design. Received continued support for the proposal and request for Painted Safety Zones.

• March 11, 2021: SFMTA (Bryant Woo) met virtually with Supervisor Mandelman's office (Jacob Bintliff) and Duboce Triangle Neighborhood Association to discuss proposed 14th Street road diet between Castro Street and Sanchez Street and review draft design. Received strong support for the proposal.

Project Location

14th Street from Castro to Sanchez

Project Phase(s)

Construction (CON)

5YPP/STRATEGIC PLAN INFORMATION

Type of Project in the Prop K 5YPP/Prop AA Strategic Plan?	
Is requested amount greater than the amount programmed in the relevant 5YPP or Strategic Plan?	
Prop K 5YPP Amount:	\$60,700

FY of Allocation Action:	FY2021/22	
Project Name:	14th Street Road Diet [NTIP Capital]	
Grant Recipient:	San Francisco Municipal Transportation Agency	

ENVIRONMENTAL CLEARANCE

Environmental Type: Categorically Exempt

PROJECT DELIVERY MILESTONES

Phase	Start		End	
	Quarter	Calendar Year	Quarter	Calendar Year
Planning/Conceptual Engineering (PLAN)	Jan-Feb-Mar	2021	Jul-Aug-Sep	2021
Environmental Studies (PA&ED)				
Right of Way				
Design Engineering (PS&E)	Jul-Aug-Sep	2021	Jan-Feb-Mar	2022
Advertise Construction				
Start Construction (e.g. Award Contract)	Jan-Feb-Mar	2022		
Operations (OP)				
Open for Use			Apr-May-Jun	2022
Project Completion (means last eligible expenditure)			Oct-Nov-Dec	2022

SCHEDULE DETAILS

This project requires approval of traffic and parking by the SFMTA Board of Directors, and is expected to be scheduled for a Board meeting date by the end of 2021.

Outreach:

(Tentative) November/December 2021: Proposal to be scheduled for final approval at a SFMTA Board of Directors meeting. The public will have an opportunity to make comments at this meeting.
(Tentative) October 2021: Proposal to be scheduled for Public Hearing to hear comments. Flyers with information on joining the Public Hearing will be posted along the project limits.

FY of Allocation Action:	Action: FY2021/22	
Project Name:	14th Street Road Diet [NTIP Capital]	
Grant Recipient:	San Francisco Municipal Transportation Agency	

FUNDING PLAN - FOR CURRENT REQUEST

Fund Source	Planned	Programmed	Allocated	Project Total
EP-138: Traffic Calming 11/16/2021	\$0	\$60,700	\$0	\$60,700
Phases In Current Request Total:	\$0	\$60,700	\$0	\$60,700

FUNDING PLAN - ENTIRE PROJECT (ALL PHASES)

Fund Source	Planned	Programmed	Allocated	Project Total
PROP K	\$0	\$60,700	\$0	\$60,700
SFMTA Operating	\$0	\$0	\$16,250	\$16,250
Funding Plan for Entire Project Total:	\$0	\$60,700	\$16,250	\$76,950

COST SUMMARY

Phase	Total Cost	PROP K - Current Request	Source of Cost Estimate
Planning/Conceptual Engineering	\$4,520		Actual
Environmental Studies	\$0		
Right of Way	\$0		
Design Engineering	\$11,730		Actual
Construction	\$60,700	\$60,700	Engineer cost estimate based on similar work
Operations	\$0		
Total:	\$76,950	\$60,700	

% Complete of Design:	100.0%
As of Date:	08/25/2021
Expected Useful Life:	15 Years

STRIPING RESTORATION COST ESTIMATE (PAGE 1 OF 3)

14th Street Road Diet (Castro Street to Sanchez Street)

DATE: 8/23/2021 SPEC: N/A DEPT CODE: 207965

Computed by: J. Tom Checked by: E. Tsui

Item No.	Description	Quantity	Unit	Unit Price	Extension
1	12" Crosswalk Lines / Stop Bars	380	Lin Ft	\$8.57	\$3,255
2	4" Broken White or Yellow	1320	Lin Ft	\$2.44	\$3,220
3	4" Solid White or Yellow	802	Lin Ft	\$4.29	\$3,439
4	6" Broken White	0	Lin Ft	\$3.53	
5	6" Solid White	0	Lin Ft	\$5.36	\$0
6	8" Broken White or Yellow	100	Lin Ft	\$4.83	\$483
7	8" Solid White or Yellow	100	Lin Ft	\$6.29	\$629
8	Double Yellow	2240	Lin Ft	\$8.40	\$18,826
9	Two Way Left Turn Lanes (ea line)	0	Lin Ft	\$5.59	\$0
10	Raised Pavement Markers (White or Yellow)	287	Each	\$19.65	
11	Per Block Fees*	0	Each	\$1,358.95	\$0
12	Messages** (see page 2)	228	Sq Ft	\$16.30	\$3,716
13	Parking Stalls (Angle Stalls or "T"'s)	0	Each	\$47.25	\$0
14	Bus Zones	0	Lin Ft	\$10.40	\$0
15	a. Ped Ramp Painting (inside Metro Dist.)	0	Int.	\$513.28	\$0
16	b. Ped Ramp Painting (outside Metro Dist.)	0	Int.	\$343.81	\$0
17	Color Curb Painting	100	Lin Ft	\$13.69	\$1,369
18	Staggered Yellow/White Continental Crosswa	lks (see page 3	Lump Sum	-	\$11,955
19	Green Sharrow Backing - thermoplastic	0	Sq Ft	\$21.45	\$0
20	Green/Red Lane - thermoplastic	0	Sq Ft	\$21.45	\$0
21	Bike box	0	Sq Ft	\$21.45	
22	Khaki paint	0	Sq Ft	\$21.45	\$0
23		0		\$0.00	\$0

Labor: \$46,240 Mat'ls: \$11,560

Total:	\$52,525
Added 10% Contingency =	\$57,800
Labor: 80%, Materials: 20%	

CALCULATION FOR RAISED PAVEMENT MARKERS

	Spacing,ft	Qty/Spacing	Total Qty
for 4" Broken White/Yellow	48	2	55
for 4" Solid White	24	1	33
for 8" Broken White	30	1	3
for 8" Solid White	24	2	8
for Double Yellow	24	2	187
for 2-Way Left Turn Lanes (ea line)	48	3	0
		Total:	287

*Per Block Fees = Normalized Striping Costs per block for a project with limited striping painted at several scattered locations.

**Note: For Methacrylate spray material messages please see table below. Formula is already embedded to take into account this table.

STRIPING RESTORATION COST ESTIMATE (PAGE 2 OF 3)

14th Street Road Diet (Castro Street to Sanchez Street)

DATE: 8/23/2021 SPEC: N/A DEPT CODE: 207965

Computed by:	J. Tom
Checked by:	E. Tsui

Item No.	Message or Arrow	Quantity	Sq Ft for Ea.	Total Area
1	Type I Straight Arrow (10')	0	14	0
2	Type IV Left/Right Arrow (8')	2	15	30
3	Type III Left/Right Arrow (24')	0	42	0
4	Type VII Straight+Lt/Rt Arrow (13')	0	27	0
5	Type V Straight Arrow (24')	0	33	0
6	Type VI Merge Arrow (10')	0	24	0
7	HOV (Diamond) Symbol (12')	0	11	0
8	Handicap Parking Symbol (4')	0	4	0
9	Bike Lane Symbol (78")	0	14	0
10	STOP (8')	9	22	198
11	LANE (8')	0	24	0
12	NO	0	5	0
13	LEFT	0	19	0
14	RIGHT	0	26	0
15	TURN	0	24	0
16	SIGNAL	0	32	0
17	DO / coach (muni, black letters on yellow)	0	5	0
18	NOT	0	18	0
19	ENTER	0	31	0
20	YIELD	0	24	0
21	ONE	0	20	0
22	WAY	0	20	0
23	AHEAD	0	31	0
24	KEEP	0	24	0
25	CLEAR	0	27	0
26	Bike SHARROW Symbol	0	14	0
27	SLOW	0	23	0
28	SCHOOL	0	35	0
29	XING	0	21	0
30	PED	0	18	0
31	BUS	0	20	0
32	ONLY	0	22	0
33	STREET	0	35	0
34	Yield Teeth (Typically 3 per lane)	0	3	0
35	BUS STOP (5')	0	23	0
36	MISCELLENOUS MESSAGES	0	0	0

Total Area of Messages (in square feet)

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228 sq ft

Methacrylate Spray Material Messages

1 Less than 100 sq ft	\$16.30	/ sq ft
2 Between 100 and 200 sq ft	\$11.41	/ sq ft
3 More than 200 sq ft	\$8.15	/ sq ft

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STRIPING RESTORATION COST ESTIMATE (PAGE 3 OF 3)

14th Street Road Diet (Castro Street to Sanchez Street)

DATE: 8/23/2021 SPEC: N/A DEPT CODE: 207965

Computed by:	J. Tom
Checked by:	E. Tsui

\$8.74

Cost per LF of 24" Solid Yellow or White:

	Length of One No. of				
No.	Location.	Width	Leg (ft)	Crosswalks	Total
1	14th Street and Noe Street	19.00	46.00	4	5977.71
2	14th Street and Sanchez Street	19.00	46.00	4	5977.71
3		0.00	0.00	0	0.00
4		0.00	0.00	0	0.00
5		0.00	0.00	0	0.00
6		0.00	0.00	0	0.00
7		0.00	0.00	0	0.00
8		0.00	0.00	0	0.00
9		0.00	0.00	0	0.00
10		0.00	0.00	0	0.00
11		0.00	0.00	0	0.00
12		0.00	0.00	0	0.00
13		0.00	0.00	0	0.00
14		0.00	0.00	0	0.00
15		0.00	0.00	0	0.00
16		0.00	0.00	0	0.00
17		0.00	0.00	0	0.00
18		0.00	0.00	0	0.00
19		0.00	0.00	0	0.00
20		0.00	0.00	0	0.00
21		0.00	0.00	0	0.00
22		0.00	0.00	0	0.00
23		0.00	0.00	0	0.00
24		0.00	0.00	0	0.00
25		0.00	0.00	0	0.00
				Total:	\$11,955

SIGN SHOP SUPPORT ESTIMATE

14th Street Road Diet (Castro Street to Sanchez Street)

DATE: 8/23/2021 SPEC: N/A DEPT CODE: 207965

SIGN INSTALLATION (Labor and Materials)

		Estimated			
No.	Description	Signs	Unit	Unit Price	Extension
1	BACK-IN ANGLE PARKING	8	Each	\$200.00	\$1,600.00
2	PARK PARALLEL	3	Each	\$200.00	\$600.00
3	LEFT LANE MUST TURNKEFT	2	Each	\$200.00	\$400.00
4		0	Each	\$200.00	\$0.00

Sub-total

\$2,600.00

OTHER INSTALLATION (Labor and Materials)

No.	Description	Quantity	Unit	Unit Price	Extension
1	Wheel Stops (4" x 6" x 48" - Rubber)	0	Each	\$415.51	\$0.00
2	3.5" x 5.5" x 18" Pavement Bars (concrete)	0	Bar ft	\$83.10	\$0.00
3	Quick Curb*		LF		\$0.00
4					

Sub-total

\$0.00

Total Cost:	\$2,600
+10% Contingency:	\$260
TOTAL:	\$2,900

* Need estimate from SSD Livable Streets (J Chimento)

FY of Allocation Action:	FY2021/22	
Project Name: 14th Street Road Diet [NTIP Capital]		
Grant Recipient: San Francisco Municipal Transportation Agency		

SFCTA RECOMMENDATION

	, C		
Resolution Number:	BCB3E4F6 2022-011	Resolution Date:	10/26/2021
Total PROP K Requested/2	021 \$60,700	Total PROP K Recommended	\$60,700

SGA Projec Number				Name:	14th St Capital	reet Road Diet]	: [N	ITIP
Sponsor	San Francisco Municipal Transportation Agency		Expirati	on Date:	Date: 06/30/2023			
Phase	Construction		Fu	ndshare:	100.0%			
Cash Flow Distribution Schedule by Fiscal Year								
Fund Source	FY 2021/22	FY 2022/23	FY 2023/24	FY 202	4/25	FY 2025/26		Total
PROP K EP-138	\$30,000	\$30,700	\$0		\$0		50	\$60,700

Deliverables

1. Quarterly progress reports (QPRs) shall include % complete to date, photos of work being performed, upcoming project milestones (e.g. ground-breaking, ribbon-cutting), and delivery updates including work performed in the prior quarter, work anticipated to be performed in the upcoming quarter, and any issues that may impact delivery, in addition to all other requirements described in the Standard Grant Agreement.

2. With the first QPR (due January 2022) Sponsor shall provide 2-3 photos of typical before conditions; on completion of the project Sponsor shall provide 2-3 photos of completed work.

Notes

1. Progress reports will be shared with the Commissioner of the relevant supervisorial district for this NTIP project.

Metric	PROP K	TNC TAX	PROP AA
Actual Leveraging - Current Request	0.0%	No TNC TAX	No PROP AA
Actual Leveraging - This Project	21.12%	No TNC TAX	No PROP AA

FY of Allocation Action:	FY2021/22	
Project Name:	14th Street Road Diet [NTIP Capital]	
Grant Recipient:	San Francisco Municipal Transportation Agency	

EXPENDITURE PLAN SUMMARY

Current PROP K Request: \$60,700

1) The requested sales tax and/or vehicle registration fee revenues will be used to supplement and under no circumstance replace existing local revenues used for transportation purposes.

Initials of sponsor staff member verifying the above statement:

MJ

CONTACT INFORMATION

	Project Manager	Grants Manager
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