EXHIBIT A

COOPERATIVE IMPLEMENTATION AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON June 12, 2019, is between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS and the CITY OF SOUTH SAN FRANCISCO, a body politic and a municipal corporation (chartered City) of the State of California, referred to herein as "AGENCY". CALTRANS and AGENCY are together referred to as PARTIES.

RECITALS

1. CALTRANS and AGENCY, pursuant to California Streets and Highways Code (SHC) Sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) as a watershed stakeholder within AGENCY's jurisdiction.
2. As per Attachment IV of the Caltrans National Pollutant Discharge Elimination Permit Order 2012-0011-DQW (NPDES Permit), Section I.A, CALTRANS and AGENCY are to collaboratively implement the NPDES Permit requirements as they have been identified as stakeholders in the Total Maximum Daily Load (TMDL) for Orange Park Stormwater Treatment Facility (hereinafter referred to as "PROJECT"). CALTRANS has agreed to contribute an amount not to exceed Six Million Dollars ($6,000,000) to AGENCY for AGENCY to construct the PROJECT, within the regional area under the jurisdiction of AGENCY to comply with the TMDL. The NPDES Permit (including Attachment IV) is located at:
   www.waterboards.ca.gov/water_issues/programs/stormwater/caltrans.shtm
3. AGENCY has agreed to implement the PROJECT subject to the terms and conditions of this Agreement including all documents attached hereto that are incorporated herein and hereby made a part of this Agreement (collectively referred to as the "AGREEMENT").
4. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed PROJECT.
5. CALTRANS will be credited with one (1) Compliance Unit (CU) for each Eighty Eight Thousand Dollars ($88,000) paid to AGENCY. A compliance unit is defined as one (1) acre of CALTRANS's Right-of-Way (ROW) from which the runoff is retained, treated, and/or otherwise controlled prior to discharge to the relevant reach. The financial equivalent as submitted by CALTRANS is One Hundred Seventy Six Thousand Dollars ($176,000) per CU. The State Water Resources Control Board ("State Water Board") is encouraging collaborative efforts and Cooperative Implementation Agreements, and uses a 50% discount for CU in dollars contributed to the Cooperative Implementation. This sets the CU equivalent at Eighty Eight Thousand Dollars ($88,000).

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6. Cooperative Implementation has the following advantages: Cooperative Implementation (i) allows for retrofit projects off the ROW, at locations that may otherwise have space, access, or safety limitations within the ROW; (ii) provides for the involvement of local watershed partners who have an interest and expertise in the best way to protect, manage, and enhance water quality in the watershed; (iii) allows for implementation of Best Management Practices (BMPs) and other creative solutions not typically available to CALTRANS; (iv) allows for larger watershed-scale projects; and (v) leverages resources from other entities.
7. All services performed by AGENCY pursuant to this AGREEMENT are intended to be performed in accordance with all applicable Federal, State and AGENCY laws, ordinances, and regulations, and with CALTRANS published manuals, policies, and procedures. In case of conflict between Federal, State and AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be Federal, State and then AGENCY laws and regulations, respectively.
8. CALTRANS share of PROJECT funding is as follows:

FUND TITLE	**FUND SOURCE**	**DOLLAR AMOUNT**
SHA	**State of California**	**$6,000,000**

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SECTION I

All sections of this AGREEMENT including the recitals are enforceable.

1. AGENCY has agreed to implement PROJECT in accordance with Attachment II-SCOPE SUMMARY. The SCOPE SUMMARY that is attached to and made a part of this AGREEMENT defines in detail the PROJECT's scope of work, description, timeline, location and budget.
2. AGENCY will be responsible for all management, maintenance and operations, including costs of the constructed PROJECT.
3. AGENCY will develop and construct the PROJECT in accordance with the applicable laws, policies, practices, procedures and standards. This applies to all procurements, including land acquisitions, licenses and permits.
4. AGENCY shall prepare initial engineering and geotechnical assessments, and detailed design as well as acquire environmental reviews and ROW needed for the PROJECT. This work is the AGENCY equivalent to CALTRANS process of Project Initiation Document (PID), Project Approval & Environmental Document (PA & ED) and Plans, Specification and Estimate (PS&E). AGENCY will pay for coordinate, prepare, obtain, implement, renew, and amend all any permits needed to complete the PROJECT. AGENCY will prepare CEQA environmental documentation to meet CEQA requirements.
5. AGENCY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code and will be responsible for the administration, acceptance, and final documentation of the construction contract.
6. AGENCY shall be reimbursed for actual costs not exceeding the amount provided in the AGREEMENT herein.
7. CALTRANS shall have the right to inspect the work to be performed hereunder at any time during its progress and to make final inspection upon completion thereof. Failure of CALTRANS to object within 30 days after final inspection shall indicate satisfactory performance of the AGREEMENT by AGENCY.
8. The total amount reimbursable to AGENCY pursuant to this AGREEMENT by CALTRANS shall not exceed $6,000,000 ("Contract Sum"). Costs incurred by AGENCY for PROJECT work under this AGREEMENT in excess of the Contract Sum will be borne by AGENCY. It is understood and agreed that this AGREEMENT fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager or designee at or below the fund limitation amount set forth in this AGREEMENT and in accordance with the Budget included in Attachment II.

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9. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for PROJECT will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of such documents in the event said documents are shared between the Parties. Parties will not distribute, release, or share said documents with anyone without prior written consent of the party authorized to release said documents except: (i) to employees, agents, and consultants who require access to complete the work described within this AGREEMENT; or (ii) where release is required or authorized by law.
10. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to Federal or State law, whether it is disturbed by PROJECT or not. HM-2 is defined as 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 PROJECT.
11. CALTRANS, independent of PROJECT costs, is responsible for any HM-1 found within existing CALTRANS ROW. CALTRANS will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.
12. CALTRANS has no responsibility for management activities or costs associated with HM-1 found outside the CALTRANS existing ROW. AGENCY, independent of PROJECT costs, is responsible for any HM-1 found within PROJECT limits outside existing CALTRANS ROW, and will pay, or cause to be paid, all costs associated with HM-1 management activities. AGENCY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule.
13. If HM-2 is found within the limits of PROJECT, the AGENCY responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.
14. This AGREEMENT may only be amended or modified by mutual written agreement of the parties.

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SECTION II- GENERAL PROVISIONS

1. TERMINATION

A. This AGREEMENT may be terminated by the PARTIES upon mutual written agreement. In the event of a termination CALTRANS will reimburse AGENCY all allowable, authorized, and non-cancelable obligations and costs incurred by AGENCY prior to the termination.

B. CALTRANS reserves the right to terminate this AGREEMENT before the AGENCY awards the construction contract or begins to do project work. CALTRANS will reimburse AGENCY reasonable, allowable, authorized and non-cancelled costs up to the date of termination that are attributable to the PROJECT.

C. This AGREEMENT will terminate upon completion of PROJECT when all parties have met all scope, cost, and schedule commitments included in this AGREEMENT and have signed a closure statement, which is a document signed by the parties that verifies the completion of PROJECT, except that all indemnification, document retention, audit, claims, environmental commitment, pending legal challenge, hazardous material, operation, maintenance and ownership provisions will remain in effect until terminated or modified in writing by mutual agreement.

D. AGENCY has sixty (60) days after the effective date of AGREEMENT termination, or such other time agreed upon in writing by PARTIES, to submit invoices to CALTRANS to make final allowable payments for Project costs in accordance with the terms of this AGREEMENT. Failure to submit invoices within this period may result in a waiver by AGENCY of its right to reimbursement of expended costs.

2. BUDGET CONTINGENCY CLAUSE

All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, and the State Budget Act authority. It is mutually agreed that if the State Legislature does not appropriate sufficient funds for the program, this AGREEMENT shall be amended if possible to reflect any reduction in funds, but nothing herein obligates the PARTIES to provide additional funding or proceed if sufficient funding is unavailable.

3. ALLOWABLE COST, PAYMENTS AND INVOICING

A. The method of payment for this AGREEMENT will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and indirect costs, including, but not limited to labor costs, employee benefits, travel (overhead is reimbursable only if the Agency has an approved indirect costs allocation plan) and contracted consultant services costs incurred by AGENCY in performance of the PROJECT work, not to exceed the cost of the Contract Sum.

B. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the PROJECT WORK. AGENCY must not only have incurred the expenditures on or after the Effective Date of

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this AGREEMENT and before the Termination Date, but must have also paid for those costs to claim any reimbursement.

C. PARTIES will agree upon CALTRANS' annual reimbursement of the PROJECT costs, throughout its duration. Total reimbursement will not exceed the amount stated in Recital 2. The encumbered funds are to be expended and invoiced by AGENCY by May 1 of the third Fiscal Year from the fiscal year they were encumbered. Any funds encumbered, but not expended by the end of the third Fiscal Year, will not be reimbursed to AGENCY by CALTRANS.

D. Travel, per diem, and third-party contract reimbursements are a PROJECT costs only after those hired by AGENCY to participate in PROJECT incur and pay those costs. Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources rules current at the effective date of this AGREEMENT.

E. CALTRANS will reimburse AGENCY for all allowable PROJECT costs no more frequently and no later than monthly in arrears and as promptly as CALTRANS fiscal procedures permit upon receipt of itemized signed invoices. Invoices shall reference this AGREEMENT Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation
Division of Environmental Analysis – Stormwater Program
Attention: Tom Rutsch, MS 27
P.O. Box 942874
Sacramento, CA 94274-0001

F. Invoices shall include the following information:

1) Invoice Cover Sheet The invoice cover sheet summarizes the previous, current and total amounts billed for the AGREEMENT. Details included on the cover sheet are:
    a. "INVOICE" near top of page
    b. Invoice Date
    c. Contract Number
    d. Invoice Number
    e. Billing period (performance period), specified with beginning and ending dates. Best towards top of page.
    f. Brief description of the work performed
    g. Summary of total dollar amount billed to date
        i. Previous month invoice balance
        ii. Amount billed this month
        iii. Total amount billed including current invoice amount
    h. Total amount due
    i. Summary of charges
        i. AGENCY (municipality) Labor Costs
        ii. Sub-Vendor Labor Costs (consultant)

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iii. Sub-Vendor Direct Costs (materials, equipment, miscellaneous itemized costs)
iv. Other Direct Costs

j. Discounts (if applicable)
k. Remittance information including name and address
l. AGENCY Contract Manager's name, address and phone number
m. AGENCY Contract Manager's signature and signature block
n. CALTRANS Contract Manager's name and address
o. CALTRANS Contract Manager's signature block (optional)

2) Invoice and Supports

All invoice charges must match the rates on the contract cost proposal and personnel request. (Changes in billing rates must be approved BEFORE billing.) The CALTRANS' Contract Manager must be provided invoices or other documentation with sufficient detail to verify the charges are allowable under the AGREEMENT with sufficient support to allow them to verify charges. Supporting documentation, such as receipts, is required for all costs included on the invoice that are not for hourly or sub-contract labor.

AGENCY labor charges need to show person's name, hours worked, billing rate and brief description of work performed. Supporting documents (timesheet or payroll report) need to be provided. These documents need to include:

a. Name (first and last)
b. Hours charged
c. Brief description -- identify the work is for the project funded by the Cooperative Implementation Agreement
d. Month, day and year of the charges
e. Worker and supervisor's signatures (Exceptions can be made for electronic timesheets.) All overtime must be approved in advance by the CALTRANS Contract Manager

Direct costs (such as material costs, vehicle rental) are reimbursable. These costs need to be verified, therefore, a copy of the receipt, paid purchase order or other documentation that shows the items and cost needs to be attached to the invoice.

AGENCY personnel travel costs may be reimbursed according to the Consultant and Contractor travel guidelines located on the CALTRANS' website at: www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm. The Travel Expense Claim (TEC) form is available at: www.dot.ca.gov/hq/asc/travel/ch5/1tec.htm.

Subcontractor costs are reimbursed after providing a copy of the paid invoice. This invoice needs to show that the AGENCY contract manager reviewed and approved the payment. CALTRANS requires its vendors to submit proof of costs incurred, such as timesheet or payroll records, travel reimbursement form (that includes the reason and dates for travel) with receipts, receipts for materials, lab services or other items) and CALTRANS assumes the AGENCY has similar requirements that are documented.

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3) Progress Reports

Each invoice needs to be accompanied by a Progress Report for the billing period. This report includes:

a. Work performed during the billing period (can be in a bullet format)
b. Contract progress estimate -- percentage of work completed (not dollar based)
c. Work anticipated during the next billing cycle (can be in a bullet format)
d. Total amount spent during the billing period (AGENCY personnel, AGENCY direct costs, subcontractor costs and total)
e. Total amount spent to date (AGENCY, subcontractor, total)
f. Percentage of Cooperative Implementation Agreement (CIA) funds used to date. [Total (AGENCY and subcontractor)/CIA not to exceed amount)]

4. COST PRINCIPLES

A. If PARTIES fund any part of PROJECT with state or federal funds, each PARTY will comply, and will ensure that any sub-recipient, contractor or subcontract hired to participate in PROJECT will comply with the federal cost principles and administrative requirements of 2 CFR, Part 200. These principles and requirements apply to all funding types included in this AGREEMENT.

B. Any Project costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Title 48, Chapter 1, Part 31, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS.

C. PARTIES will maintain and make available to each other all PROJECT related documents, including financial data, during the term of this AGREEMENT. PARTIES will retain all PROJECT-related records for three (3) years after the final payment voucher.

5. INDEMNIFICATION

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon AGENCY under this AGREEMENT. It is understood and agreed that AGENCY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

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6. RETENTION OF RECORDS/AUDITS

A. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement payment vouchers or invoices. All books, documents, papers, accounting records and other supporting papers and evidence of performance under this AGREEMENT of AGENCY, its contractors, subcontractors and sub-recipients connected with PROJECT performance under this AGREEMENT shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government during business hours with appropriate notice. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs under this AGREEMENT, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and AGENCY law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.

B. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this AGREEMENT.

C. This AGREEMENT shall be subject to a pre-award audit prior to execution of the AGREEMENT to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

D. CALTRANS, the state auditor, and the Federal Government, (if the PROJECT utilizes federal funds), will have access to all PROJECT-related records held by AGENCY or by any party hired by AGENCY to participate in PROJECT.

E. 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.

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

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7. DISPUTES

A. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS Chief Environmental Engineer and the executive officer of AGENCY will attempt to negotiate a resolution.

B. If PARTIES do not reach a resolution, AGENCY' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

C. Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of PROJECT in accordance with the terms of this AGREEMENT. However, if either PARTY stops fulfilling PROJECT, the other PARTY may seek equitable relief to ensure that PROJECT continue.

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

E. 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. The prevailing PARTY will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

F. Additional Dispute Remedies. PARTIES maintain the ability to unanimously pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

8. RELATIONSHIP OF PARTIES

It is expressly understood that this AGREEMENT is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

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9. NOTIFICATION OF PARTIES

A. AGENCY Mike Futrell, City Manager, Mike.Futrell@ssf.net and (650) 877-8500.

B. CALTRANS's Tom Rusch, Watershed Manager – North, tom.rutsch@dot.ca.gov and (916) 653-7396.

C. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of South San Francisco
City Manager
400 Grand Avenue
South San Francisco, CA 94080

California Department of Transportation
Division of Environmental Analysis - MS 27
Attention: Tom Rutsch
1120 N St.
Sacramento, CA 95814
Mail to: P.O. Box 942874, Sacramento, CA 94274-0001

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SECTION III ATTACHMENTS

The following attachments are incorporated into and are made a part of this AGREEMENT by this reference and attachment.

I. AGENCY Resolution, Certification of Approval, order, motion, ordinance or other similar document from the local governing body authorizing execution of the AGREEMENT

II. Scope of Work, Description, Timeline, Location and Budget

SECTION IV- SIGNATURES

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached. PARTIES are empowered by California Streets and Highways Code (SHC) sections 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenant to have followed all the necessary legal requirements to validly execute this AGREEMENT.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		**AGENCY**	
Signature:		Signature:	
Print Name:	**Tom Rutsch**	Print Name:	**Mike Futrell**
Title:	**Watershed Manager**	Title:	**City Manager**
Date:		Date:	

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ATTACHMENT I – CITY COUNCIL RESOLUTION

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ATTACHMENT II – SCOPE SUMMARY

South San Francisco Water Capture Project

The City of South San Francisco is a member of the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP), a program of the City/County Association of Governments of San Mateo County (C/CAG). C/CAG is a joint powers agency whose members are the County and the 20 incorporated cities and towns in San Mateo County. SMCWPPP supports C/CAG's member agencies in complying with requirements contained in the second five-year term of the Municipal Regional Permit (MRP) issued by the San Francisco Bay Regional Water Board. Four important components SMCWPPP is implementing to assist member agencies include green infrastructure planning, stormwater resource planning, mercury/PCBs load reduction, and trash load reductions.

The MRP requires San Mateo County permittees to reduce PCBs by 370 grams per year by June 30, 2020, with an interim reduction of 60 grams per year required by June 30, 2018, with a minimum of 15 grams per year of the total be achieved via green infrastructure. San Mateo County permittees also need to demonstrate they have reduced mercury by six grams per year via green infrastructure by June 30, 2020. These reduction rates are required by the MRP as part of the process to achieve compliance with the mercury and the PCBs TMDLs for San Francisco Bay. San Mateo County permittees are also required to reduce trash discharges to the Bay from municipal storm drain systems. This requirement began with the issuance of the first MRP in 2009, with a 40% reduction required in 2014. Under the current MRP term, 70% reduction is required in 2017, 80% reduction in 2019, and zero impact on receiving waters from trash by 2022.

These reductions will largely be accomplished through the implementation of green infrastructure, including stormwater capture and use and/or infiltration to groundwater. SMCWPPP developed a countywide Storm Water Resource Plan (SWRP) that focuses primarily on storm water capture with a multi-benefit approach to overall water resources planning, including water quality. This plan is being followed by local Green Infrastructure Plans (GI Plans) to meet MRP requirements. Development of the GI Plans will be a multi-year effort that includes preparation of a reasonable assurance analysis (RAA) to demonstrate long-term GI Plan implementation by all MRP permittees will reduce PCB loads by three kilograms per year by 2040.

Effective on April 26, 2017, the California Department of Transportation (Caltrans) agreed to fund $9,500,000 to the Orange Memorial Storm Water Capture Project (Original Project) through Cooperative Implementation Agreement No. D43CIASF0001. The Original Project is currently at 60% design. The design includes a drop inlet diversion structure to re-direct all dry-weather urban runoff and up to approximately 15 cubic feet per second of the first flush of wet-weather runoff from the Colma Creek channel through pre-treatment structures to remove trash, debris, and sediment before conveying the water into a subsurface multi-chambered storage reservoir with an overall storage capacity of approximately 1,250,000 gallons. A portion (approximately 250,000) of the storage functions as a cistern holding water that will receive water quality polishing and

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disinfection for eventual non-potable irrigation use in and around the park, and the remainder (approximately 1,000,000) functions as an infiltration chamber. When storage capacity is exceeded, diverted water that has been screened for full trash capture and has been through pretreatment for removal of floatables and settleables overflows back into the channel.

The RAA model estimates that the current 60% design will capture and treat approximately eight (8) percent of the average annual drainage volume from 6,570 acres of tributary watershed areas in the City of South San Francisco, Town of Colma, the City of Daly City, a portion of unincorporated San Mateo County, and two small portions of Pacifica and San Bruno. Figure 1 shows the tributary watershed areas draining to the Colma Creek Flood Control Channel as it passes through Orange Memorial Park. Caltrans right-of-way constitutes 234 acres of the tributary area, including 7.08 miles of State Highway 82 (El Camino Real), 8.43 miles of Interstate 280, and 3.34 miles of State Highway 35 (Skyline Blvd). The Project has multiple benefits in addition to water quality improvements, including flood reduction and beneficial use of treated water for irrigation and groundwater recharge.

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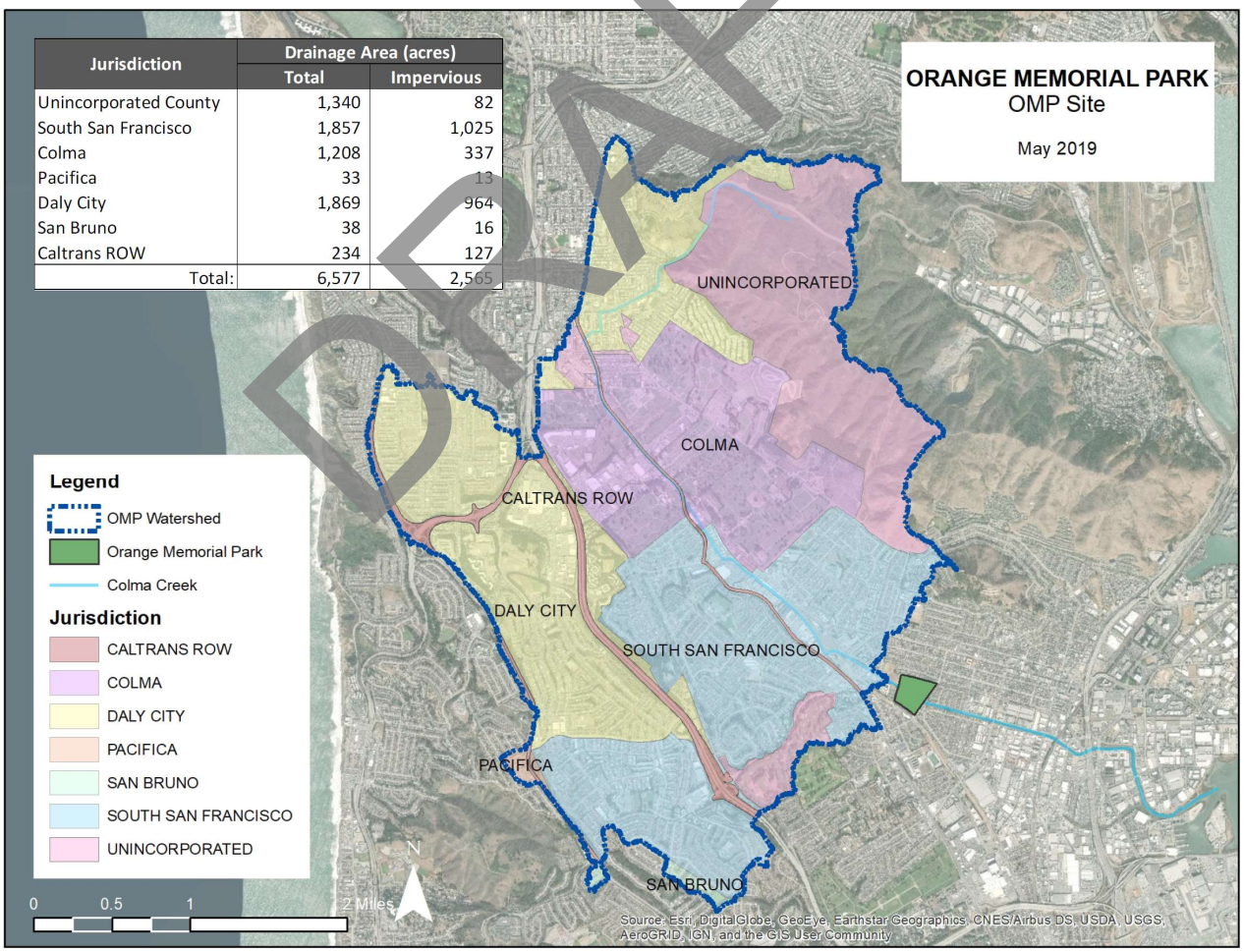


Figure 1. Water Capture Project Drainage Area by Jurisdiction

The proposed Phase II Orange Memorial Park Storm Water Capture Project (Proposed Project) will allow the Agency to increase the scale of the Original Project and effectively double the water quality treatment provided in terms of diversion, pretreatment, and infiltration capacity. The larger scale Water Capture Facility is shown schematically in Figure 2. The Proposed Project will include a water capture facility at this site with 30 cubic feet per second diversion and over 2 million gallons of storage, which will capture and treat approximately sixteen (16) percent of the average annual drainage volume in Colma Creek at the Project site, per the RAA model.

Increasing the scale of the Water Capture Facility will reduce the transport of Mercury, PCB's, trash and other pollutants downstream to San Francisco Bay by removing these pollutants from the captured discharges. As part of the Proposed Project, the RAA model was used to calculate in-channel flows at our project site for the respective design storms (85th percentile for general water quality and 1-yr, 1-hr for trash capture), then the ratio of [flow treated]:[total flow] for each was applied to the tributary watershed area to back out the "equivalent areas treated". The upscaled facility is estimated to provide general water quality treatment to wet-weather discharges from an equivalent watershed area of approximately 1,150 acres as well as trash capture to an equivalent 700 acres.

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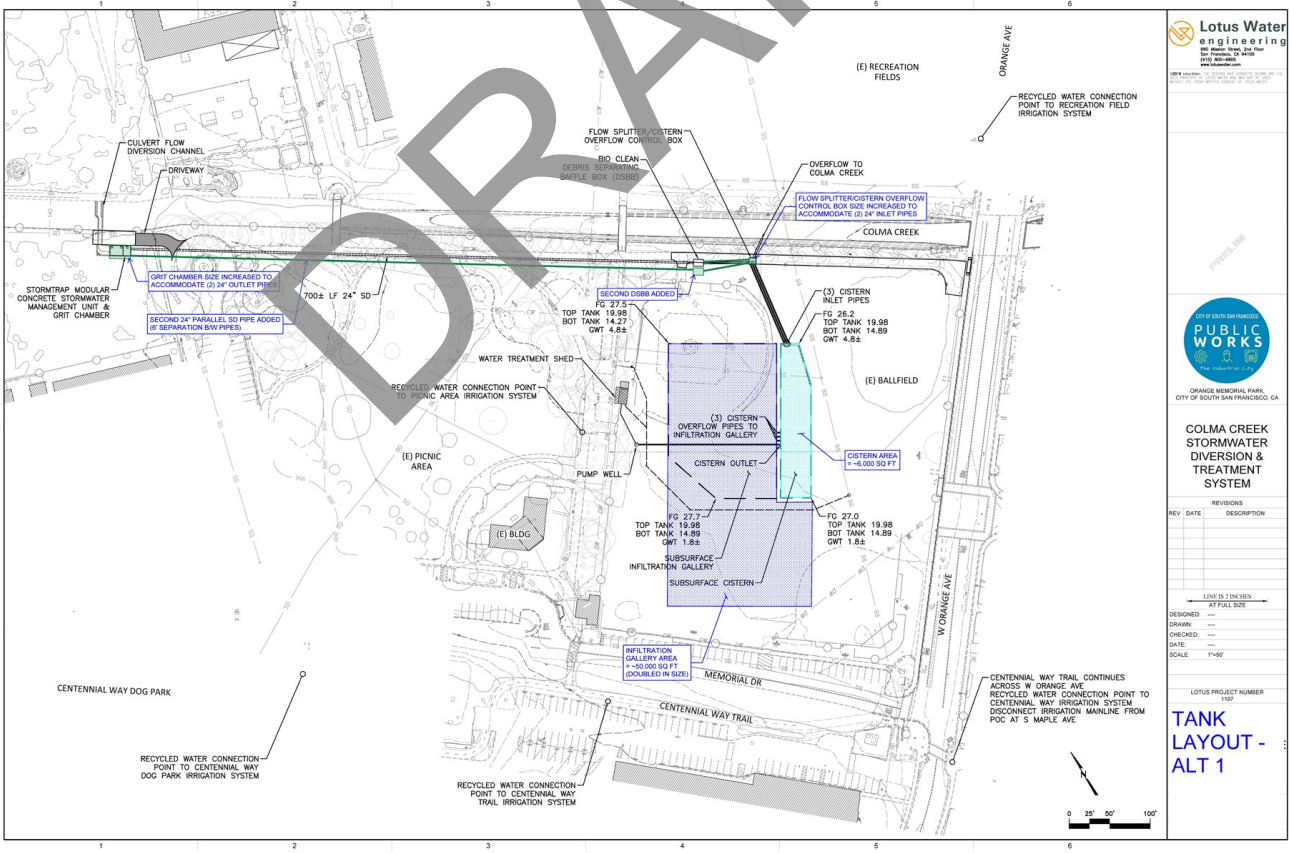


Figure 2. Expanded Water Capture Project Layout

The Proposed Project involves additional engineering and geotechnical assessment for the expanded footprint, detailed design, and construction of a larger capture and treatment system, including a larger instream drop inlet, pretreatment structures, conveyance pipes, flow splitter, and infiltration gallery.

The City of South San Francisco, as lead agency, will enter into a Cooperative Implementation Agreement with Caltrans and consultants will be hired to manage the project, conduct engineering and geotechnical investigations, and assist with environmental clearance, permitting, design, and construction management.

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Cost Estimate

A preliminary cost estimate has been prepared for the Orange Memorial Park Water Capture Project to increase the scale of the Original Project up to the Proposed Project. The cost estimate considers the additional costs associated with design, construction, construction administration and inspections, and 25% contingency. These preliminary costs may be adjusted with the development of the Project.

• Project Management	$88,000
• Project Approval & Environmental Documents	$105,000
• Plans, Specifications, & Estimate	$235,000
• Construction Administration	$424,000
• Construction	$4,100,000
• Contingency	$1,025,000
	$5,977,000

Estimated Timeline

These dates are subject to refinement as the project proceeds. The complete construction dates will be dependent on receipt of the balance of the project funding from Caltrans.

Construction Drawings – 90% Milestone	**08/23/19**
Construction Drawings – 100% Complete	**10/11/19**
Advertise for Bids	**10/25/19**
Award Construction Contract	**12/15/19**
Commence Construction (17 months)	**03/01/20**
***Deadline to Bill Caltrans for FY19-20 Funding Allocation**	**04/30/21**
Complete Construction	**08/09/21**
***Deadline to Bill Caltrans for FY20-21 funding allocation**	**04/30/22**
***Deadline to Bill Caltrans for FY21-22 funding allocation**	**04/30/23**

****City may request adjustments to the schedule line items except for the deadlines to expend Caltrans funding allocations.***

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