

122-0132018-002

Agenda Item **No.5(a)**
Meeting of August 21, 2018

MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Nadia Sesay, Executive Director

SUBJECT: Approving, pursuant to the Transbay Implementation Agreement, a Fourth Amendment to the contract with Conger Moss Guillard Landscape Architecture by increasing the not-to-exceed amount by \$1,549,129, for a total maximum aggregate amount of \$5,969,235 to complete the design and construction administration for the Under Ramp Park that is within the scope of the Transbay Terminal/Caltrain Downtown Extension/ Redevelopment Project Final Environmental Impact Statement/ Environmental Impact Report and the Final Environmental Impact Report Transit Center District Plan and Transit Tower, both Program EIRS, and is adequately described in these EIRS for purposes of the California Environmental Quality Act; Transbay Redevelopment Project Area

EXECUTIVE SUMMARY

In 2011, the Redevelopment Agency of the City and County of San Francisco ("Former Agency") entered into an agreement ("Contract") with Conger Moss Guillard Landscape Architecture ("CMG") to complete design documentation and to assist the San Francisco Department of Public Works ("SFPW"), the Project Management partner hired by the San Francisco Office of Community Investment and Infrastructure ("OCII"), with bidding and construction of the Folsom Street Improvement Project ("FSIP"), development of Under-ramp Park ("URP" or the "Project"), and Essex Street. Since 2011, the OCII Commission has approved three amendments to the Contract as described below:

- A. First Amendment (2013) – Perform analysis of a cycletrack for the FSIP and provide additional design services for URP and Essex Street.
- B. Second Amendment (2015) – For the FSIP, design three transit boarding islands, assist OCII-sponsored Transbay Block Developers with the design of their Folsom Street improvements, and document existing building basements located adjacent to the FSIP.
- C. Third Amendment (2018) – Authorization to complete design and construction administration for the FSIP.

London N. Breed
MAYOR

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CMG previously prepared a concept design for URP ("URP Concept Design"). In 2017 OCII initiated an extensive public outreach process to present the URP Concept Design and collect ideas from Transbay neighborhood residents regarding programming, concessions, and facility design for URP. In response to this community feedback, CMG and its subconsultants have produced draft Schematic Designs for URP and completed the following URP scopes of work not covered in the existing contract:

- A. Explored multiple programming options for the Park Pavilion building and designed the structure accordingly.
- B. Provided conceptual drawings of an upgraded concession structure with surrounding seating and game areas.
- C. Incorporated a large dog park into the park design.
- D. Total retroactive payment for the above-described services is \$581,854 paid from excess funds in the existing contract.

In addition to the design services described above, this amendment authorizes additional design services for URP as described below:

- A. Production of additional design submittals and responses for the Transbay Joint Powers Authority ("TJPA") and Caltrans as required by the two agencies.
- B. The Park Pavilion building's scope has been expanded from a one-story building to two stories.
- C. The development of a permanent concession building originated by CMG's architecture subconsultant, Y.A. Studio
- D. SFPW requires a formal 95% Construction Document submittal for review and comments by City agencies.
- E. An updated topographic survey.
- F. Additional geotechnical work to fulfill current code requirements triggered by the added Project program.
- G. Security measures required by the TJPA and Wi-Fi infrastructure design for URP's buildings and open areas.
- H. Transbay resident-requested safety improvements to the Essex/Guy Place stairs.
- I. An industry-standard services contingency of 20%.
- J. Each of the services above authorized under this amendment will be billed as time and material up to a total not-to-exceed amount of \$1,549,129.

This amendment authorizes an increased budget of \$1,549,129 to cover the costs for new services. The existing Contract with CMG is in the amount of \$4,420,106 of which \$2,809,176 has been spent to date. The revised Contract amount including the Fourth Amendment is \$5,969,235. (See Attachment 1 – Fourth Amendment).

Staff recommends approval, pursuant to the Transbay Implementation Agreement, of the Fourth Amendment to the Personal Services Contract with Conger Moss Guillard Landscape Architecture.

BACKGROUND

The Transbay Redevelopment Project Area was adopted in 2005 after an extensive planning process that resulted in a rezoning of the neighborhood around the future Transbay Transit Center, now known as the Salesforce Transit Center ("STC"), to accommodate approximately 3,400 new housing units, 2.2 million square feet of

commercial development, and nearly 9 acres of public open space all on publicly-owned property. The residential development is concentrated on Folsom Street, adjacent to the Rincon Hill neighborhood.

In 2006 the Former Agency and the San Francisco Planning Department ("Planning"), in collaboration with other City agencies and the TJPA, commissioned the production of the 2006 Transbay Streetscape and Open Space Concept Plan ("Concept Plan"). The Concept Plan, prepared by a team of consultants including Zimmer Gunsul Frasca Architects, LLP, Marta Fry Landscape Associates, CHS Consulting Group, and ARUP, addresses the public infrastructure within the Transbay Redevelopment Project Area ("Project Area"). The Concept Plan includes design elements related to the ten major streets and six public alleyways within the Project Area, as well as neighborhood parks and areas below the bus and freeway ramps. The Concept Plan includes recommended landscaping, sidewalk paving, tree types, street furniture, and lighting for each street. It also delineates the purpose of each public right-of-way and links the Transbay neighborhood to the adjacent Rincon Hill neighborhood.

In July 2011, the Former Agency entered into a Contract with CMG to complete design documents for select elements of the Concept Plan. CMG, with Y.A. Studio, ARUP North America, SBCA Tree Consulting, Dino Viale Irrigation Design, Inc., and Martin M. Ron Associates, Inc. as sub-consultants (the "Design Team") are responsible for creating designs for the open space along Essex Street between Folsom and Harrison Streets and the areas under the TJPA bus ramp and Caltrans Folsom/Fremont off-ramp between Folsom and Howard Streets and along Clementina Street between Essex and First Streets (collectively URP). The Design Team is also responsible for full design and construction support for the streetscape improvements on Folsom Street. Through a series of public workshops and Citizens Advisory Committee ("CAC") meetings, as well as extensive research and analysis, the Design Team prepared the URP Concept Design and CMG prepared Schematic Designs for the FSIP, both of which were approved by the OCII Commission ("Commission") at its June 4, 2013 meeting.

In September, 2013, the Commission authorized the execution of the First Amendment to the Contract with CMG in the amount of \$1,124,521 to perform additional design services for the FSIP, URP, and Essex Street improvements including: 1) Additional design services for areas on Essex Street between Harrison and Folsom Street; 2) Analysis of a cycletrack on Folsom Street; 3) Clementina Street closure studies; 4) The bus and Caltrans ramps risk analysis for URP; 5) URP one-story pavilion building design; 6) URP construction support.

In October 2015, the Commission authorized the execution of the Second Amendment to the Contract in the amount of \$147,808 to perform additional architectural services requested by OCII and City departments for the FSIP: 1) Design and document three transit boarding islands in the Construction Documentation; 2) Assist OCII sponsored Transbay Block Developers with the design of the Folsom Street improvements within their blocks to ensure the designs are consistent with the remaining Folsom Street improvements planned by OCII; 3) Research, inspect, and document existing building basements located adjacent to the FSIP. Then, in June 2018, the Commission authorized the execution of the Third Amendment to the Contract for \$667,969 for CMG to complete design and construction administration for the FSIP.

In March 2017, OCII began an extensive community outreach process regarding URP's programming and design. CMG attended seven public outreach meetings, including five Transbay CAC workshops, obtained comments from the public during each meeting and modified the design plans accordingly. CMG recently completed a draft of the updated URP Schematic Design that staff will present to the Commission after additional public outreach, and review and approval by both Caltrans and the TJPA since they are the landowners of the parcels that

comprise the Project site. Additional funds are needed for CMG to complete the updated URP Schematic Design and produce Construction Documents.

In January 2016, the East Cut Community Benefit District ("CBD") was formed and began providing services in the Transbay and Rincon Hill neighborhoods which includes a maintenance plan for the parks and streetscape improvements within the Project Area, including Folsom Street and URP. The CBD Board of Directors is responsible for hiring the proper maintenance team to care for URP once completed, and its maintenance responsibilities of the Project extend through 2031.

The Project is public infrastructure that the Implementation Agreement requires OCII to develop. These expenditures have been approved in the FY18/19 Recognized Obligation Payment Schedule ("ROPS") and will appear on future ROPS that the Oversight Board and DOF will review and approve.

DISCUSSION

CMG Contract Amendment

Completed Work

CMG has completed new Concept and draft Schematic Designs for URP incorporating all the scope changes stemming from community feedback from the numerous public outreach meetings, TJPA and Caltrans' review, and review by both the TJPA's and OCII's CACs. The design of the updated URP Concept and draft Schematic Designs required the following additional services not currently included in the Contract:

- A. During development of the new Concept Design for URP the Design Team decreased the size of the Park Pavilion building per direction by OCII, Caltrans and the TJPA. In addition, CMG, in conjunction with OCII, the CBD, and OCII's retail consultant, studied the Park Pavilion's programming options for retail, CBD office space, community flex space, storage and restrooms.
- B. Stemming from public comments and the TJPA requiring that the permanent concession building be moved from beneath its bus ramp, CMG provided conceptual drawings of a relocated and upgraded concession structure with surrounding seating and game areas.
- C. CMG fulfilled community requests and incorporated a large dog park.
- D. CMG modified the materials and programs for URP based on design direction from OCII, the TJPA, and Caltrans.
- E. The total retroactive payment for the above-described services is \$581,854. These services were paid with excess funds as the Contract allows OCII staff to shift funds between the various scopes, provided that the total Contract amount is not exceeded.

New Project Scope

In addition to the design changes to the Project described above, this amendment authorizes additional design services as follows:

- A. As the collective landowners of the multiple parcels comprising URP, both the TJPA and Caltrans require review oversight and approval of the Project's design documents, which necessitates multiple additional design submittals and response work for the Design Team.

- B. The design of a two-story Park Pavilion between Folsom and Clementina Streets (The First Amendment accounted for a one-story building).
- C. The full design of a permanent concession building between Clementina and Tehama Streets. The First Amendment of the contract included design services for utility hook-ups only, with the understanding that the future concessionaire would be responsible for providing a temporary facility.
- D. SFPW requires an additional formal submittal to the Construction Documentation phase at 95% completion of the drawings. The original Contract did not envision this submittal.
- E. Providing an updated topographic survey to capture changes that TJPA made to the site during the construction of the STC bus ramp.
- F. Providing additional geotechnical work to fulfill current code requirements triggered by the added program.
- G. Designing Wi-Fi infrastructure for the buildings and open areas of the Project, as well as adding security measures required by the TJPA.
- H. Designing improvements at the Essex/Guy Place stairs to increase safety as requested by Transbay residents.
- I. Adding to the Contract an industry-standard services contingency of 20%.
- J. The cost of the new design services above is \$1,549,129.

The existing Contract with CMG totals \$4,420,106, of which \$2,809,176 has been spent to date. This amendment authorizes an increased budget of one million five hundred forty-nine thousand one hundred twenty-nine dollars (\$1,549,129) for the services described above. The revised Contract amount including the Fourth Amendment is five million nine hundred sixty-nine thousand two hundred thirty-five dollars (\$5,969,235).

The expenditure for the Fourth Amendment was approved by the DOF as a recognized enforceable obligation in the ROPS for Fiscal Year 18-19.

OUTREACH

OCII and the Design Team have conducted 7 recent public outreach meetings for the Project including the Transbay CAC (5), South of Downtown Activation (1), and the TJPA CAC (1).

NEXT STEPS

- **Fall 2018:** Design Team to finalize URP's Schematic Design for review by the TJPA, Caltrans, and OCII staff
- **Winter 2018:** Request OCII Commission and TJPA approval of URP's Schematic Design
- **Spring 2019:** Design Team production of URP Design Development phase drawings
- **Mid 2019 – Spring 2020:** Design Team production of URP Construction Documents phase drawings
- **Summer 2020:** SFPW advertises, bids and awards Construction Contract
- **Late 2020:** Construction Begins
- **2022:** Project completion

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Approval of Fourth Amendment to the Contract will allow for the development of the Under Ramp Park. The Under Ramp Park Project is within the scope of the projects analyzed in the Transbay Terminal/Caltrain Downtown Extension/ Redevelopment Project Final Environmental Impact Statement/ Environmental Impact Report and the Final Environmental Impact Report Transit Center District Plan and Transbay Tower and requires no further environmental review beyond these environmental documents and their addenda pursuant to CEQA and CEQA Guidelines Section 15180, 15162, and 15163.

(Originated by Benjamin Brandin, Development Specialist, Transbay)



Nadia Sesay
Executive Director

Attachment 1: Fourth Amendment to the Personal Services Contract with CMG

**SUCCESSOR AGENCY TO THE SAN FRANCISCO REDEVELOPMENT
AGENCY**

FOURTH AMENDMENT TO THE PERSONAL SERVICES CONTRACT

This FOURTH AMENDMENT (“Fourth Amendment”) TO THE PERSONAL SERVICES CONTRACT (“Contract”) is entered into as of August 21, 2018, by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the laws of the State of California (the “Successor Agency”), also known as the Office of Community Investment and Infrastructure (“OCII”) and CONGER MOSS GUILLARD, a California Corporation (“Contractor” or “CMG”).

RECITALS

- A. On June 21, 2011, the San Francisco Redevelopment Commission adopted Resolution No. 90-2011 authorizing the execution of a Personal Services Contract (“Contract”) in the amount of two million four hundred seventy nine thousand eight hundred and eight dollars (\$2,479,808) to perform architectural services related to the first three implementation elements of the public realm improvements in the Transbay Redevelopment Project Area: 1) full design and construction support for the streetscape improvements on Folsom and Essex Streets; 2) conceptual designs and construction documents for the open space along Essex Street, and 3) conceptual designs for the areas under the freeway off-ramps.
- B. On September 17, 2013, the Successor Agency Commission adopted Resolution No. 45-2013 authorizing the execution of the First Amendment to the Contract in the amount of one million one hundred twenty four thousand five hundred and twenty one dollars (\$1,124,521) to perform additional architectural services requested by OCII and City Departments for the Under Ramp Park (“URP”): 1) conceptual designs for additional area on the east and west sides of Essex Street south of Folsom Street; 2) study additional security measures for the ramps serving the Transit Center; 3) analysis of potential street closure of Clementina Street; 4) architectural and engineering design services for the Park Pavilion. In addition, for the Folsom Streetscape Improvement Project (“FSIP”), the Contractor analyzed, and included in the plans, the “cycletrack” on the south side of Folsom Street.
- C. On October 20, 2015, the Successor Agency Commission adopted Resolution No. 66-2015 authorizing the execution of the Second Amendment to the Contract in the amount of one hundred forty seven thousand eight hundred and eight dollars (\$147,808) to perform additional architectural services requested by OCII and

City Departments for the FSIP: 1) Design and document three transit boarding islands in the Construction Documentation; 2) Assist OCII sponsored Transbay Block Developers with the design of the Folsom Street improvements within their blocks to ensure the designs are consistent with the remaining Folsom Street improvements planned by OCII; 3) Research, inspect, and document existing building basements located adjacent to the FSIP.

- D. On June 19, 2018, the Successor Agency Commission adopted Resolution No. 27-2018 authorizing the execution of the Third Amendment to the Contract in the amount of six hundred sixty-seven thousand nine hundred sixty-nine dollars (\$667,969) to complete design and construction administration for the FSIP.
- E. In March 2017 OCII and CMG advanced design work on new Concept and Schematic Design work for URP. During the past 17 months CMG attended seven public outreach meetings, including five Transbay CAC workshops, obtained comments from the public during each meeting and modified the design plans accordingly. CMG recently completed the redesign work of the URP concept and schematic designs, which will be presented to the Successor Agency Commission after additional public outreach and review by the TJPA and OCII CACs.
- F. This amendment authorizes additional design services as follows:
 - 1. Additional design submittals and response work for CMG as required by the TJPA and Caltrans;
 - 2. A two-story Park Pavilion between Folsom and Clementina Streets (the First Amendment of the contract accounted for a one-story Park Pavilion);
 - 3. Full design of a permanent Concession building between Clementina and Tehama Streets (the First Amendment of the contract accounted for utility hook-ups only with the understanding that the concessionaire would be responsible for providing a temporary facility);
 - 4. San Francisco Public Works ("SFPW"), OCII's project management and construction partner for URP, requires an additional formal submittal to the Construction Documentation phase at 95% completion of the drawings, and this submittal was not envisioned as part of the original CMG contract;
 - 5. Updated topographic survey to capture changes made to the site by the TJPA during construction of the Salesforce Transit Center bus ramp;
 - 6. Additional geotechnical work to fulfill current code requirements triggered by the added program;
 - 7. Wi-Fi infrastructure design for the buildings and open areas of the park, as well as security measures required by the TJPA;
 - 8. Improvements at the Essex/Guy Place stairs to increase safety as requested by existing residents; and
 - 9. An industry-standard services contingency of 20%.

G. The new services described above will cost one million five hundred forty-nine thousand one hundred twenty-nine dollars (\$1,549,129). When added to the contract through this Fourth Amendment the revised Contract amount is five million nine hundred sixty-nine thousand two hundred thirty-four dollars (\$5,969,234).

H. The expenditure for the Fourth Amendment was approved by the State Department of Finance ("DOF") as a recognized enforceable obligation in the Recognized Obligation Payment Schedule ("ROPS") for Fiscal Year 18-19.

NOW, THEREFORE, the Agency and the Contractor agree to modify the Contract as follows:

1. Section 1. SCOPE OF SERVICES is deleted in its entirety and replaced with the following:

"Contractor shall provide the complete scope of services described in Exhibit A, "Scope of Services," which has been amended to include the additional services summarized in Exhibit B "Additional Service Request #04".

2. Section 3. COMPENSATION AND METHOD OF PAYMENT Subsection A. is deleted in its entirety and replaced with the following:

"Compensation. This amended Contract will be increased by \$1,549,129 to a maximum aggregate amount payable under this Contract of Five Million Nine Hundred Sixty-Nine Thousand Two Hundred Thirty-Four Dollars And Eighty Cents (\$5,969,234.80). All expenses of Contractor are included in the amounts payable pursuant to Exhibit B. Contractor will submit monthly billing invoices to the Successor Agency. The invoices shall include the billing amount, percent complete, description of services rendered, supporting documentation and Contractor's signature. Successor Agency staff will review and approve these invoices for payment. Successor Agency will pay approved invoices within 30 days of approval."

4. The following Miscellaneous provisions apply to this Fourth Amendment:

- a. Incorporation. This Fourth Amendment constitutes a part of the Contract and any reference in any document to the Contract shall be deemed to include a reference to such Contract as further amended hereby.
- b. Ratification. To the extent of any inconsistency between this Fourth Amendment and the Contract, the provisions contained in this Fourth Amendment shall control. Except as otherwise amended hereby, all terms, covenants, conditions and provisions of the Contract shall remain in full force and effect.

- c. Successors and Assigns. This Fourth Amendment shall be binding upon and inure to the benefit of the successors and assigns of the Successor Agency and Contractor, subject to the limitations set forth in the Contract.
- d. Counterparts. This Fourth Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties hereto notwithstanding that each of the parties hereto may have signed different counterparts. Delivery of this Fourth Amendment may be effectuated by hand delivery, mail, overnight courier services, or electronic communication (including by PDF sent by electronic mail, facsimile, or similar means of electronic communication). Any electronic signatures shall have the same legal effect as manual signatures.
- e. Governing Law; Venue. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of California. The parties agree that all actions or proceedings arising directly or indirectly under this Fourth Amendment shall be litigated in courts located within the County of San Francisco, State of California.
- f. Integration. This Fourth Amendment contains the entire agreement between the parties with respect to the subject matter of this Fourth Amendment. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded by this Fourth Amendment. No prior drafts of this Fourth Amendment or changes from those drafts to the executed version of this Fourth Amendment shall be introduced as evidence in any litigation or other dispute resolution proceeding by either party or any other person, and no court or other body shall consider those drafts in interpreting this Fourth Amendment.
- g. Effective Date. Each of the modifications set forth in this Fourth Amendment shall be effective on the date that it is executed and delivered by the parties hereto.

IN WITNESS WHEREOF, the Successor Agency and Contractor have executed this Fourth Amendment as of the date first above written.

Authorized by Resolution No. _____, adopted _____.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY
AND COUNTY OF SAN FRANCISCO, a public body, organized and existing under the
laws of the State of California

By: _____
Nadia Sesay
Executive Director

APPROVED AS TO FORM:

By: _____
James Morales
Agency General Counsel

CMG Landscape Architecture, a
California Corporation

By: _____
Scott Cataffa
Principal

Federal Tax Identification No. 94-3371721



EXHIBITS FOR AMENDMENT 4

Amendment 4-Exhibit A: Scope of Services

Amendment 4-Exhibit B: Additional Service Request #04

Amendment 4-Exhibit C: Updated Project Area Boundary



AMENDMENT 4-EXHIBIT A: SCOPE OF SERVICES

Project Areas:

The open space will be defined as distinct project areas, as shown on Exhibit C in Amendment 4. Each project will be designed and documented as a separate and distinct effort; however, some areas will be combined for the Concept Design phase. The areas and deliverable summary are as follows:

Area 1: East side of Essex Street between Harrison and Folsom Streets: this area includes the hillside to the east of Essex and may include changes to the Lansing Street steps. CMG and its team of sub consultants will provide schematic design services only as this area is anticipated to be reconfigured as part of the Central SOMA EIR and the proposed Bay Bridge bike lane landing. [CMG completed this scope prior to Contract Amendment 4.](#)

Area 2A: South side of Folsom Street between Second & Spear Streets: CMG and its team of sub consultants will provide full design, construction documentation, and construction administration services for all improvements.

Area 2B: North side of Folsom Street between Second and Spear Streets: Schematic Design including standard details, materials and layout for entire sidewalk, including 15' of setback within development parcels. Schematic Design drawings will indicate zones for street furnishings, sidewalk vaults, and utility covers (if required) and sidewalk encroachments (such as outdoor dining areas). CMG and its team of sub consultants will provide full design, construction documentation, and construction administration services for curb relocation, streetlights, and interim paving. These documents will be provided as needed based on the design and construction schedules of the parcel developments.

Area 3 (Previously divided into Areas 3A & 3B): Oscar Park/[Under Ramp Park](#), including Clementina Street, between Oscar Park/[Under Ramp Park](#) & First Street: Area 3 includes ground level spaces under the existing Fremont off-ramp and Transbay bus-ramps between Folsom, Howard, and First Streets. Area 3 also includes the corner of Essex and Folsom Street beneath the Fremont off-ramp and the Transbay bus-ramp. Included in this Area will be a special light treatment for the undersides of the ramps at Folsom and First Streets to create gateways into the neighborhood. CMG and its team of sub consultants will provide full design, construction documentation, and construction administration services.

Area 4: Amendment 1 defined this Area and scope as working with San Francisco Arts Commission to incorporate public art into the park. OCII has since removed public art from the park design.

Area 5: 41 Tehama Design Coordination: concept design of Area 3 includes coordination with the property owner of 41 Tehama with the intent of integrating their open space with the Concept design for Oscar Park/[Under Ramp Park](#). [CMG completed this scope prior to Contract Amendment 4.](#)



Scope of Work:

CMG and its consultant team will provide the following design services:

1. Existing site topographic and utility survey as identified in Amendment 1 Proposal-Exhibit F. (Revised 08.21.2013). Amendment 4 includes scope to update the park site survey to document current project site conditions post construction of the TJPA bus ramp and related construction. Area for revised survey scope is shown in Exhibit C.
2. Design of all hard and soft scape areas within the zones identified in the Amendment 4, Exhibit C.
3. Tree report and soil testing for areas identified in Exhibit G in the original contract proposal.
4. Rough and finish grading and surface drainage of pavements and planting areas.
5. Landscape walls, steps, railings, and related site structural elements not associated with adjacent buildings.
6. Site furniture, including planter pots, trash receptacles, drinking fountains, fencing, and play equipment.
7. Planting and soil preparation.
8. Irrigation.
9. Lighting Design, fixture selection and layout, photometric analysis, and electrical engineering.
10. Integration of storm water BMP measures.
11. Cost Estimating.
12. Participation in design presentations as defined below.
13. Regulatory Agency meeting attendance as defined below.
14. Civil engineering pavement design including design and documentation of streets, curbs, sidewalks, and crosswalks.
15. Civil engineering of proposed utility relocations, new utilities required to serve the parks and open spaces and proposed points of connection (for potable water, storm drain, sanitary sewer, electrical, natural gas, and communications). Utility relocations will be limited to minor relocations in the open space areas only (less than 30 feet total length per relocation). Relocations are assumed to require open trench construction only.
16. Civil engineering of temporary erosion and sediment control plans in accordance with the requirements of the new General Construction Permit.
17. Preparation of a Stormwater Pollution Prevention Plan (SWPPP).
18. Submission of an updated Notice of Intent (NOI) to the State Water Resources Control Board.
19. Structural engineering of walls, stairs, site furniture footings, and pavement reinforcement and required structural calculations for these items.
- ~~20. OCII removed public art for the project prior to Amendment 4.~~
21. Design and coordinate a “cycletrack” into the proposed Folsom streetscape design and issue a Schematic Design Addendum documenting the revisions.
22. Prepare vector analysis for vehicle barriers to the TJPA ramp columns, evaluating Under Ramp Park’s vulnerability to a moving vehicle-borne improvised explosive device (VBEID). This scope will determine the design parameters for meeting the TJPA’s Risk and Vulnerability Assessment Standards and revise the Concept Design for Under Ramp Park (aka Oscar Park) accordingly.
23. Architecture design and documentation of an approximately 5,000 square foot 2-story warm shell Park Pavilion. The primary structure, exterior envelope, restrooms, basic casework, lighting, and flooring will be constructed as part of this scope. Future tenants may include a restaurant, café, retail, office, or community benefits district (CBD) space and may range from 1 to 4 tenants. Design, documentation, and construction administration services will be provided for the warm shell

- structure including public restrooms (3 unisex), a private restroom (1 unisex), office, community flex space, and park maintenance storage facilities. The Architect's scope includes waterproofing.
24. Interior wall finishes and fixture specifications will be limited to the office, community flex space, maintenance storage room, corridors and restrooms.
 25. Fit-out and/or tenant improvements (TI) of the tenant spaces to be designed and implemented as part of a separate agreement with the current design team or with another Architect per the Owner's authorization and approval.
 26. An allowance will be made in the warm shell MEP design to accommodate up to 3 retail/food purveyors as future tenants in the Park Pavilion. Complete Mechanical, Electrical, and Plumbing (MEP) design services for warm shell design of the Park Pavilion and Concession Garden Building from Schematic Design through Bid Negotiations and Permit Review. MEP design will include design of cooling plant, heating plant, electrical system, plumbing system, and Fire Protection system to serve the buildings. Arup will fulfill the duties of the Mechanical Engineer of Record and Electrical Engineer of Record for the respective building systems. This includes signing and sealing documents for the purpose of obtaining a building permit. The MEP Scope includes the following building systems:
 - a. Incoming electrical, gas and water services
 - b. Outgoing sanitary sewer service
 - c. Air conditioning and mechanical and passive ventilation services
 - d. Heating installations
 - e. Distribution mains for all services
 - f. Electrical distribution services
 - g. Cold water services
 - h. Hot water services
 - i. Plumbing services
 - j. Fire protection (performance specifications only)
 - k. Service supplies capped off for restaurant installations
 27. The MEP scope does not include future TI work of Park Pavilion and Concessions Garden Building.
 28. Lighting design to include restrooms, the maintenance storage room, corridors, flex space, offices, food service/prep, and support spaces on the interiors, as well as exterior façade lighting, and outdoor terrace/dining/games areas.
 29. Civil Engineering services for the Park Pavilion and Concessions Garden Building include the design of new utilities required to serve the buildings. Design shall identify points of connection for potable water, storm drain, sanitary sewer, electrical, natural gas, communications, and Wi-Fi services. Arup will fulfill the duties of the Civil Engineer of Record for the utilities. This includes signing and sealing documents for the purpose of obtaining a building permit.
 30. Geotechnical Engineering services: a geotechnical investigation including obtaining additional borings in order to issue foundation recommendations for the Park Pavilion and Concessions Garden Building. Arup will revise the 2013 geotechnical memo for the Park Pavilion per CBC 2016 code changes. Scope includes (1) round of comment incorporation and verification. During the Construction Documentation Phase, Arup will update both geotechnical memos (Park Pavilion and Concessions Garden Building) to incorporate CBC 2019 code updates. Arup will fulfill the duties of

the Geotechnical Engineer of Record for the foundations. This includes signing and sealing documents for the purpose of obtaining a building permit.

31. Cost estimating services for the Park Pavilion and Concessions Garden Building at SD, 50% DD, 100% DD, 50% CD, 95% CD, and 100% CD.
32. Coordination of mechanical or passive lighting and ventilation is limited to the restrooms, office, community flex space, and maintenance storage area.
33. Performance specifications for shoring and underpinning at the adjacent buildings and at Folsom Street.
34. Design and document (2) transit loading islands between First and Beale and (1) temporary transit island west of Second Street on Folsom Street, see Amendment 2-Exhibit E for complete Scope of Services.
35. Provide design coordination and conformance services for improvements parcel developers are required to install on Folsom Street, see Amendment 2-Exhibit F for complete Scope of Services.
36. Perform site visits to investigate sub-sidewalk basements on existing buildings along Folsom Street.
37. Security camera design and documentation in coordination with the TJPA's open space security protocols.
38. Wi-Fi design and documentation to buildings and infrastructure for future site Wi-Fi.
39. Caltrans "fatal flaw" and structural analysis packages, limited to (1) package per phase of work.

Conditions of Scope:

1. The project will be administered by OCII, not the Transbay Joint Powers Authority. Accordingly, CMG and its sub consultants will not be required to comply with TJPA standards nor to satisfy the TJPA submittal and QMP requirements.
2. OCII will provide drawings of 33 Clementina and 532 Folsom Streets needed to prepare the geotechnical analysis for the Park Pavilion.
3. There will be a maximum of three Concept design alternatives.
4. Schematic design will be progressed based on the single preferred Concept design alternative.
5. Division 0 and Division 1 Specifications will be provided by San Francisco Public Works (SFPW) acting as Project and Construction Managers for the two construction projects described in the scope.
6. All programmatic assumptions affecting utility demands and hence utility sizing will be confirmed by OCII at the end of the Design Development stage. Any changes to the design that are required as a result of subsequent programmatic changes will be considered additional services.
7. Cost estimates will be in \$US and based on time of submission. Estimates will consider labor, equipment, material, subcontracts, indirects, overhead, escalation & profit and contingency.
8. Meetings with OCII, PUC, PG&E and other stakeholders will be two hours duration (including travel time) and held in San Francisco.
9. There will be two discrete design packages for construction, namely: Area 2A/2B; Area 3.
10. A separate NOI and SWPPP will be required for Area 3 construction.
11. The duration of our Concept Design activities will be a maximum of 27 weeks, commencing upon receipt of the topographic and utility survey.
12. There will be one Schematic Design scheme for all Park Pavilion and Concession Garden Building systems.
13. The Park Pavilion and Concession Garden Building will be issued as part of the Oscar Park/Under Ramp Park (Area 3) package; it will not have its own discrete design package for construction.



14. The 95% CD documents will be submitted for building permit to the San Francisco Department of Building Inspection; plan check comments will be incorporated into the 100% CD documents; the 100% CD drawings will be the approved permit and bid set.
15. The base contract includes fees for CMG and its consultants to provide OCII with Construction Administration services. However, these amounts will need to be reconciled with OCII and SFPW in a future contract amendment when the construction delivery method, schedule, and scope have been determined, the Park Pavilion and Concession Garden Building square footages and programs have been verified, and the final park design has been approved by the Commission.
16. Temporary shoring of the excavation and the underpinning of adjacent buildings will be designed by the contractor; the contractor will obtain the necessary permits for this work.
17. We understand there is no need for emergency power for the Park Pavilion.
18. We will participate in Value Engineering (VE) during the SD and DD phases. No VE scope is assumed after the DD phase.
19. Submission of Notice of Intent (NOI) to utility providers within project area will be organized and executed by SFPW and all information to be provided to CMG for consideration in construction documents.
20. OCII, SFPW, TJPA, and Caltrans to provide comments within one month of receipt of each submission.
21. Compilation of comments from OCII, SFPW, DBI, TJPA, and Caltrans at each required project plan submission will be aggregated, organized, and submitted to CMG by SFPW and OCII Project Managers in a single, Excel Document organized by each reviewing agency's comments. OCII in partnership with SFPW will lead the negotiation among agencies if and when conflicting comments arise. OCII, as CMG's client, is solely responsible for directing CMG's work.
22. The "Blast and Seismic Review of TJPA Bus Ramps and Caltrans Fremont Street Viaduct" by Weidlinger Associates, Inc. dated June 9, 2015 determined that K-Rated bollards surrounding the TJPA Bus Ramp bents had limited effectiveness in protecting the bus ramp from a vehicle-borne improvised explosive device (VBIED). Based on these findings, TJPA and OCII directed CMG to remove the K-Rated bollards from the park design and construction budget.
23. If the project is suspended for more than thirty (30) days or abandoned in whole or in part, CMG shall be paid its compensation for services performed prior to receipt of written notice from OCII of such suspension or abandonment, together with Reimbursable Expenses then due. If the project is resumed after being suspended more than three months, CMG's compensation shall be subject to renegotiation, and CMG's obligation to perform shall continue only upon execution of a revised and mutually agreeable compensation schedule.

The following services are excluded, but can be provided as additional services if required:

1. Permits--Filing of applications for building or other permits, or the payments of any fees associated with permit or variance applications.
2. Preparation of Division 0 and Division 1 Specifications, with the exception of work outlined below.
3. Water feature design.
4. Environmental graphics and way finding signage.
5. Hazardous material soils engineering, process management, and permitting.
6. Wetlands design and regulatory approvals.
7. Designs for any elements of a building, penetrations of a building, connections to a building, or waterproofing of any part of the building. Other than those provided for the Park Pavilion and Concession Garden Building.

8. Design of extensive utility relocations (greater than 30 feet long per relocation) within Folsom Street or Essex Street.
9. DD and CD design of sustainable infrastructure strategies, not otherwise described herein, that are incorporated from the Concept and SD stages, e.g. recycled water and renewable energy systems.
10. Sustainability consulting including coordination of the design team and design documentation required to prepare an application for LEED Certification.
11. Design of temporary items required during construction e.g., temporary fencing, staging plans, traffic management plans, etc.
12. Photorealistic lighting renderings or animations.
13. Design of iconic or feature lighting as a public art element, beyond conceptual design.
14. Noise studies for internal or external spaces.
15. Security systems, e.g. CCTV for Folsom Street (area 2A/2B).
16. Parking lot ticket vending machines and control barriers, including associated utility connections.
17. Preparation of CEQA/NEPA documentation.
18. Coordination of public art fabrication, construction, and installation.
19. Traffic engineering studies or modeling.
20. Temporary shoring designs for basement excavations, with the exception of work outlined in scope.
21. Environmental and Hazardous Soils engineering.
22. Traffic signal and striping design, inclusive of automobile, bicycle and pedestrian facilities.
23. Presentation models or renderings other than those listed below.
24. Meetings or presentations other than those listed below.
25. Creation and issuance of a building information model (BIM).
26. Building commissioning.
27. Performance-based compliance studies and energy modelling beyond what is required for building permit.
28. Specialist studies such as life cycle costing, daylighting, natural ventilation, computational fluid dynamics, and comfort studies.
29. Selection of equipment and exhaust hoods for kitchens, laboratories, shops or specialized work rooms.
30. Performance based seismic design using FEMA 356 guidelines to explicitly determine seismic performance based on a stated seismic hazard level and/or use of non-linear time-history/response analysis.
31. Equipment anchorage details; these will be designed and constructed by the contractor based on the final equipment procured.
32. Preparation of demolition drawings, site surveys, or building services surveys utilizing non-invasive activities, including the creation of a drawing set for the existing structures.
33. Tenant improvement design with the exception of scope outlined above.
34. Design of smoke exhaust system is not included in our MEP/FP scope of work. Arup's MEP team will provide enough information in SD to test exhaust requirements for a full service restaurant so the park can be designed with potential for this to occur as part of a future TI improvement.
35. Building envelope thermal and comfort performance comparisons.
36. Façade thermal/vapor barrier and dew point analyses.
37. See Amendment 2-Exhibit E for exclusions related to the design and documentation of (2) transit loading islands between First and Beale and (1) temporary transit island west of Second Street on Folsom Street.

38. See Amendment 2-Exhibit F for exclusions related to design coordination and conformance services for improvements parcel developers are required to install on Folsom Street.
39. Wind studies and models.

Procedure and Deliverables by Project Phase:

1. Research & Analysis:

- a. Provide a topographic and utility survey of the project areas identified in Attachment F. *Deliverable: Field-verified survey in Auto CAD and PDF formats, conforming to the TJPA CAD standards.*
- b. Develop a Rough Order of Magnitude cost estimate of the project areas outlined above based on drawings and narratives provided in the Concept Plan. The intent of this initial assessment is to test the \$11.5 million project budget and work with OCII staff to refine project scope and construction budget accordingly. *Deliverable: Cost estimate by project area produced in Excel. The assessment will be classified as a Level 5 Rough Order of Magnitude study, in accordance with the Arup Estimate Classification Matrix. See Exhibit I in original contract proposal.*
- c. Provide a Tree Survey prepared by a certified arborist, which identifies species, examines the integrity of existing branching structure, and evaluates the health of existing trees identified in Exhibit G in the original contract proposal. In addition, the report will sample existing soils and test for structure, drainage, and fertility. Tree analysis will also include leaf tissue samples and testing for plant pathologies as needed. *Deliverable: All project area trees numbered, tagged, and entered into a tree database produced in Excel. Arborist Report summarizing the site analysis and recommendations for mitigation of limitations identified.*
- d. Review proposed developments adjacent to the project areas (based on information provided by OCII) and incorporate them into a base file. *Deliverable: Composite base and diagramming of coordination areas for team review.*
- e. Review of existing geotechnical data obtained in the Transbay area. *Deliverable: Prepare a geotechnical design memorandum, recommending typical design parameters for the design of site element footings, pavements, utility trenches and stormwater BMPs.*
- f. Review the Bay Area Air Quality Management District's (BAAQMD) design guidelines associated with development in the vicinity of freeway structures, and comment on the appropriateness of the proposed program elements. *Deliverable: Prepare an air quality memorandum, listing design and program constraints related to air quality.*
- g. Review the City of San Francisco's street lighting design criteria and decorative light standards and determine the design luminosity required for each of the streets, public spaces and parks and hardscape features. *Deliverable: Perform preliminary luminance analysis to determine a typical light fixture spacing recommendations. Provide light pollution guidelines to minimize light trespass.*
- h. Identify potential opportunities for incorporation of sustainable infrastructure design strategies and technologies that could be included in the detail design, e.g. water demand management, water re-use, renewable energy generation, low carbon materials, etc. *Deliverable: Prepare a sustainable infrastructure memorandum, listing potential strategies and technologies.*
- i. Meetings with stakeholder groups and key agency representatives to understand opportunities and constraints related to each group's jurisdiction and verify approvals processes. Stakeholders include: SFPW, San Francisco Public Utilities Commission (SFPUC), Metropolitan Transit Authority (MTA), San Francisco Arts Commission (SFAC), Caltrans, TJPA, and PLN. *Deliverables: Meeting notes and diagrams as needed to document and*

communicate issues addressed in each meeting.

- j. Provide a site analysis of existing conditions that may include climate, solar exposure, wind corridors, existing and proposed building shadows on open space areas, existing and proposed utility, vehicular, emergency, and bicycle circulation, and existing and proposed land uses adjacent to the site. *Deliverable: Graphic plans for presentation and analysis and mapping of the various opportunities and constraints identified in the Research and Analysis Phase.*

2. Concept Design: A combined Concept Design Phase will bring Areas 1, and 3, to a design level comparable to the other streetscapes and open spaces described in the November 21, 2006, Concept Plan. CMG completed items (a-l) below and OCII approved them in the 2013 Under Ramp Park Concept Design submittal. Amendment 4 includes scope to re-design the previously approved design, resulting in the re-work of some of the following tasks. Repeated and additional tasks are added to the task description and identified as “Amendment 4” in the text.

- a. Present the Research & Analysis described in Item 1 above to the Transbay CAC, invited stake holders, and interested community members in one community presentation. The presentation will facilitate a “listen and learn” approach to enable the consultant team to learn about the CAC’s and the community’s goals and ideas about the project area. *Deliverables: Public meeting agenda, presentation of analysis summary and related graphics, presentation tools to garner and document feedback and ideas, and a written summary of those ideas.*
- b. Stormwater Quality Best Management Practices (BMP’s) (in accordance with San Francisco Stormwater Design Guidelines) will be integrated into a preliminary stormwater management strategy. *Deliverable: A toolbox of potential BMP’s will be provided for consideration during the Schematic Design Phase.*
- c. Develop up to three concept design alternatives for areas 1, and 3 and review internally with design team and OCII staff. *Deliverables: Plans, sections, diagrams, precedent photos, and other visual tools deemed necessary by the design team to communicate the concepts to SFRA staff.*
- d. Refine three concept design alternatives based on OCII staff feedback.
- e. Cost estimate for a maximum of three design alternatives. The assessment will be classified as a Level 4 Concept Feasibility study, in accordance with the Arup Estimate Classification Matrix. See Exhibit I in the original contract proposal.
- f. Present design alternatives in a second CAC/Public meeting and garner feedback on each and preferences for directing the final concept design. *Deliverables: Plans, sections, perspective views, diagrams, precedent photos, and other visual tools deemed necessary by the design team to communicate the concepts to CAC and community. Objective of the presentation is to get to a preferred scheme and/or preferred elements of each scheme.*
- g. Develop a preferred concept plan based on CAC, OCII staff, and community input. This scope was completed as part of the 2013 approved Concept Design. Amendment 4 includes scope to review and revise the park programs (Area 3) based on feedback provided by OCII and TJPA in 2017. Develop a material palette comparable to the Concept Plan. *Deliverables: Plans, sections, diagrams, precedent photos, product cut sheets, and other visual tools deemed necessary by the design team to communicate the concepts to OCII staff.* Amendment 4 includes scope to review and revise material palette for park (Area 3) based on feedback provided by OCII and TJPA in 2017 on original design from 2014.
- h. Present preferred design in a third CAC/Public meeting and garner feedback for refinements. *Deliverables: Plans, sections, perspective views, diagrams, precedent photos, concept-level materials palette, product cut sheets, and other visual tools deemed necessary by the design team to*

communicate the concepts to the CAC and the community.

- i. Cost estimate prepared following the refinement of the preferred alternative. The assessment will be classified as a Level 4 Concept Feasibility study, in accordance with the Arup Estimate Classification Matrix. See Exhibit I in original contract proposal.
- j. Submit and present Concept Design Summary to SFAC Civic Design Committee for Phase 1 Design Approval.
- k. Submit and present Concept Design Summary to OCII for Concept Design Approval and authorization to proceed to Schematic Design.
- l. The Design Team will prepare for and attend the following meetings during Concept design:
 - i. Internal design meetings held approximately every month (8 meetings total).
 - ii. Design review meetings with OCII, SFPW, and the Planning Department held approximately every month (8 meetings total).
 - iii. Four public meetings with the CAC (4 meetings total).
 - iv. One Concept Review meeting with the Transportation Advisory Staff Committee (TASC), including OCII, PLN, SFPW, the Fire and Police Departments, the Department of Public Health (DPH), SFPUC and MTA (1 meeting total).
 - v. One CAC Concept Design Approval meeting (1 meeting total).
 - vi. One CCII Concept Design review meetings / hearings (1 meeting total).
 - vii. One meeting will be held with the City of San Francisco Fire Department to discuss fire access and hydrant requirements (1 meeting total).
 - viii. One meeting with Caltrans and the TJPA design team to coordinate with the ramp design team (1 meeting total).
 - ix. One meeting with OCII, PLN and the TJPA Civil design team to coordinate the potential crosswalks and signalized crossing at Howard Street and Oscar Park/Under Ramp Park (1 meeting total).
 - x. One design review / hearing with the SFAC Civic Design Committee for Phase 1 approval of Areas 1, and 3 (1 meeting total).
 - xi. Two public art coordination meetings with SFAC staff (2 meetings total).

3. Schematic Design: The Design Team will provide the following services for each of the three Schematic Design phases within the project scope including: Areas 1, 2 (2A & 2B combined), and 3. This phase of work will generate a refined design for the landscape, based on the approved Concept Plans. CMG completed items (a-k) below for Areas 2a-2b and Area 3 and OCII approved them in the 2013 Under Ramp Park Concept Design submittal and the 2012 Folsom Streetscape Improvement Project submittal. Amendment 4 includes scope to re-design the previously approved design of Area 3, resulting in the re-work of the following tasks. Tasks will include:

- a. Prepare design studies alternatives for areas.
- b. Refine the design to a final Schematic Design.
- c. Preparation of Plans, Sections, and Details.
- d. Presentation to the agencies/client group.
- e. Coordination of landscape design with Civil Engineering design and documentation.
- f. Coordination of design with designated BMP storm water practices.
- g. Submittals will be made at 100% completion, of both the original design in 2013 and Redesign in 2018. Redesign submittal to be reviewed by OCII, SFPW, TJPA, and Caltrans.
- h. Cost estimate at the end of Schematic Design, of both the original design in 2013 and



Redesign in 2018. The assessment will be classified as a Level 3 Budget Authorization study, in accordance with the Arup Estimate Classification Matrix. See Exhibit I in original contract proposal. Separate cost estimates will be provided for each project area (1, 2A, 2B, and 3).

- i. Submit and present Schematic Design to OCII Commission and TJPA Board for approval and authorization to proceed to Design Development.
- j. The Design Team will prepare for and attend the following meetings during Schematic Design:
 - i. Internal design meetings held approximately every month (16 meetings total).
 - ii. Design review meetings with OCII, the SFPW and the Planning Department held approximately every month (6 meetings total).
 - iii. SD Review meetings with the TASC (2 meetings total).
 - iv. Meetings (Areas 1/3 and Area 2A/2B) with Caltrans and the TJPA design team to coordinate with the ramp design (6 meetings total).
 - v. Meetings (Areas 1/3 and Area 2A/2B) with SFPUC to coordinate storm drainage, sanitary sewer and water designs (2 meetings total).
 - vi. Meetings (Areas 1/3 and Area 2A/2B) with the Pacific Gas & Electric Company (PG&E) to coordinate electric and gas utilities (2 meetings total).
 - vii. Design review / hearing with the SFAC Civic Design Committee for Phase 1 approval of Area 2 (1 meeting total).
 - viii. Public art coordination meetings with SFAC staff (2 meetings total).
 - ix. SF fire department meeting (2 meetings total)
 - x. Meeting with SFPW's Disability Access Coordinator to coordinate with the park/sidewalks design (1 meeting total).
 - xi. Transbay CAC public meetings (9 meetings total)
 - xii. SODA public meeting (1 meeting total)
 - xiii. TJPA CAC public meeting (1 meeting total)
 - xiv. OCII Commission meetings (3 meetings total)
 - xv. TJPA Board meeting (1 meeting total)
- k. The original Schematic Design Phase for Area 3 shall be 11 months and the Schematic Redesign Phase for Area 3 shall be 22 months.

4. Design Development: The Design Team will provide the following services for each of the three Design Development phases within the project scope including: Areas 2 (2A & 2B combined), and 3. Upon Client's approval and acceptance of the Schematic Design and Budget Authorization study, CMG will commence with Design Development. This phase of work shall refine the design and identify all key construction systems, materials and finishes, and critical coordination issues. Tasks will include:

- a. Develop the design to describe the character and construction method for all of the key elements.
- b. Select key materials, including site elements, paving, walls, fences, and significant plant materials.
- c. Preparation of Plans, Sections, Details, and Outline Specifications.
- d. Coordination of landscape and Park Pavilion design with consultant team and documentation.
- e. Coordination of design with designated BMP storm water practices.



- f. Submittals will be made at 50% and 100% completion. Submittal to be reviewed by OCII, SFPW, TJPA, and Caltrans.
 - g. Preparation of cost estimate at 50% and 100% completion. The estimates will be classified as a Level 2 Budget Control studies, in accordance with the Arup Estimate Classification Matrix. See Exhibit I in original contract proposal. The cost estimates will be separated by project area (2A, 2B and 3).
 - h. The Design Team will prepare for and attend the following meetings during Design Development:
 - i. Internal design meetings held approximately every month (6 meetings total).
 - ii. Design review meetings with OCII, SFPW and the Planning Department held approximately every month (6 meetings total).
 - iii. DD Review meeting with the TASC (1 meeting total).
 - iv. Caltrans and the TJPA design team meetings to coordinate with the ramp design (4 meeting total).
 - v. Meetings with SFPW's Disability Access Coordinator team to coordinate with the park/sidewalks design (4 meetings total).
 - vi. Meetings with SFPUC to coordinate storm drainage, sanitary sewer and water designs (2 meeting total).
 - vii. Meeting PG&E to coordinate electric and gas utilities (2 meetings total).
 - i. The Design Development Phase for Area 2A/2B shall be 9 months and Area 3 shall be 6 months.
- 5. Construction Documents:** The Design Team will provide the following services for each of the three Construction Documents phases within the project scope including: Areas 2 (2A & 2B combined), and 3. Upon the Client's approval of design development drawings and budget authorization study, CMG will fully document all aspects of our design, including all relevant sections of technical specifications.
- a. Detailed documentation of all elements within the scope of work, including specifications.
 - b. Coordination of Documents with other Consultants. Submittals will be made at 50%, 95%, and 100% completion. Submittal to be reviewed by OCII, SFPW, TJPA, and Caltrans.
 - c. Preparation of cost estimate at 50%, 95%, and 100% completion. Estimates will be classified as a Level 1 Bid studies, in accordance with the Arup Estimate Classification Matrix. See Exhibit I in original contract proposal. The cost estimates will be separated by project area (2A/2B, and 3).
 - d. Division 1 specification research and preparation support at 95% submittal to assist SFPW, who is responsible for the preparation of Division 0 and Division 1 specification sections.
 - e. The Design Team will prepare for and attend the following meetings during Construction Documents:
 - i. Internal design meetings held approximately every month.
 - ii. Design and coordination meetings with OCII, SFPW, and SFMTA held approximately bi-monthly.
 - iii. Two CD Review meetings with the TASC (Area 3 and Area 2A/2B), (3 meetings total).
 - iv. Three OCII Commission Design review hearings for Area 3 and Area 2A/2B (3 meetings total).
 - v. Two meetings (Area 3 and Area 2A/2B) with Caltrans and the TJPA design team to

- coordinate with the ramp design (4 meetings total).
- vi. Two meetings (Area 3 and Area 2A/2B) with SFPUC to coordinate storm drainage, sanitary sewer and water designs (2 meetings total).
- vii. Two meetings (Area 3 and Area 2A/2B) with the Pacific Gas & Electric Company (PG&E) to coordinate electric and gas utilities (3 meetings total).
- viii. Three meetings with OCII, BUF and/or SFPW to review tree removals for Area 2A/2B.
- ix. One BUF Tree Removal Hearing for Area 2A/2B.
- f. The Construction Documentation Phase for Area 2A/2B shall be 42 months and Area 3 shall be 9 months.

6. Bid Phase: The Design Team will provide the following services for each of the Bid phases within the project scope including Areas 2 (2A & 2B combined) and Area 3.

- a. The Design Team will review and assist in the evaluation of bids, including meetings and interviews with Contractors, as requested.
- b. Attend one pre-bid meeting.
- c. Prepare contract document Addenda (3 maximum).
- d. Attend bid opening meeting.
- e. Each Bid Phase shall be 4 months.

7. Construction Administration: OCII has hired SFPW to act as Construction Managers on their behalf for the completion of Folsom Streetscape Improvements (Area 2A/2B) and Under Ramp Park (Area 3). The Design Team will assist SFPW as-needed during the Construction Administration phase with any design related issues and questions that may arise. SFPW will attend weekly Construction Progress Meetings and provide meeting minutes to OCII and the Design Team. The Design Team will only attend when there are issues that impact the design intent and aesthetic quality of the project. The Design Team will bill OCII hourly for work during this phase.

The Design Team will provide the following services for each of the two Construction Administration phases within the project scope including Areas 2 (2A & 2B combined), and 3 (3A & 3B combined).

- a. The Design Team will make site visits, as requested by SFPW and OCII, to review mock-ups, the progress of construction and to determine in general if the construction is proceeding in accordance with the design intent of the construction documents.
- b. SFPW will keep the Client and Design Team informed of the progress of construction.
- c. The Design Team may recommend the rejection of work failing to conform to the contract documents.
- d. The Design Team will respond to Requests for Information routed through SFPW from the contractor, and review submittals for those parts of the project in the above scope of services.
- e. The Construction Documentation Phase for Area 2A/2B shall be 24 months and Area 3 shall be 22 months.



Landscape Architecture
444 Bryant St
San Francisco Ca 94107
415 495 3070

Project Name: Transbay Redevelopment Area - Under Ramp Park (Area 3A & 3B)
 Project Numbers: SFRA 1101.2
 Date: 08/01/2018

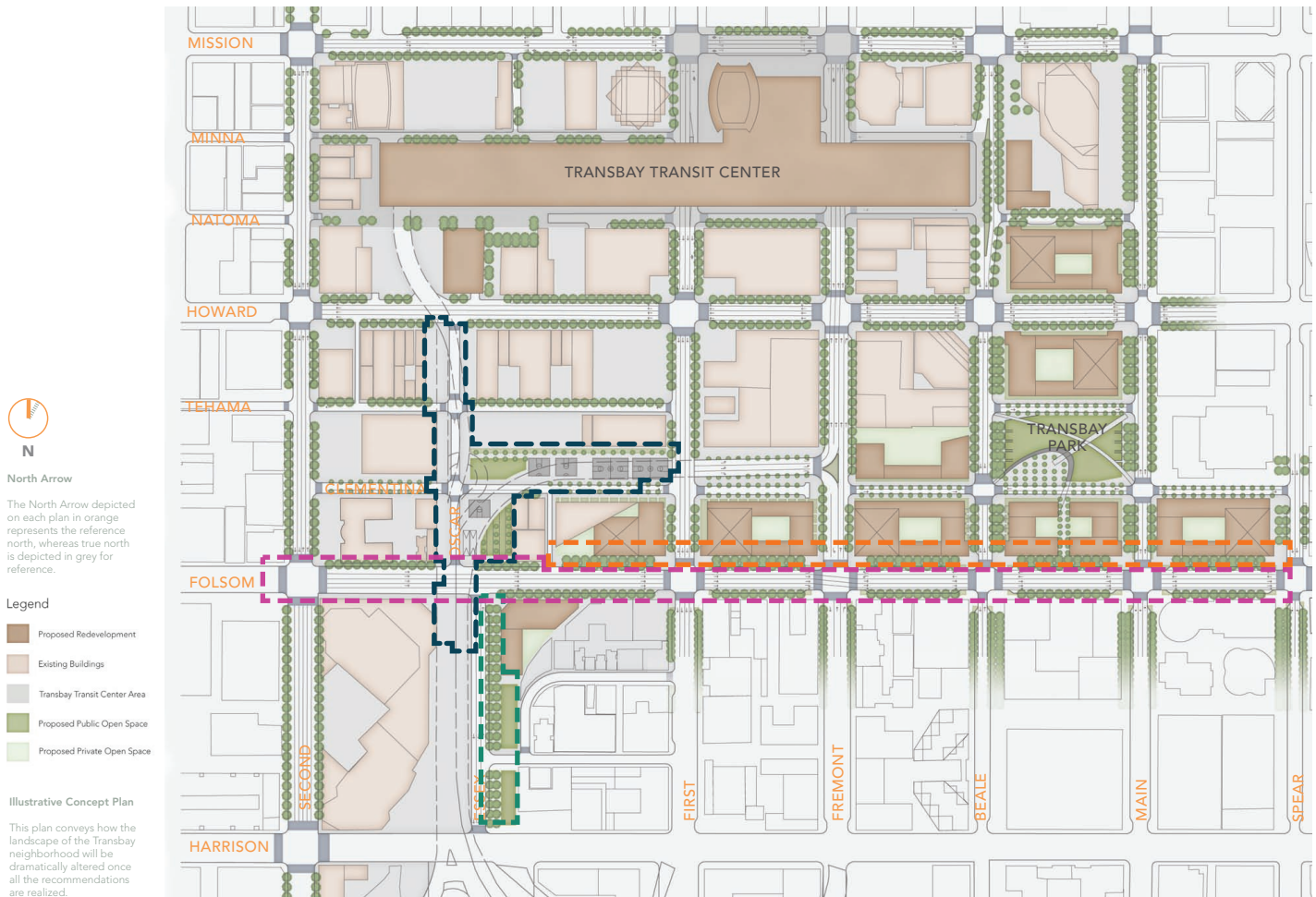
Exhibit B: Additional Service Request #04

ASP Item	Description	Billing Type	CMG	ARUP	YA Studio	Dino Viale Irrigation	MMRA Survey	SBCA	Total
A	Concept and Schematic Re-Design/Documentation (17 months)	Time and Material							
	Total Requested Fees (Items 1-3 below)								
	- Reduce children's features and incorporate dog park, exercise area and multi-sport court features - Review material palette for durability - Redesign of current 2 story building option to be clear of Caltrans easement and to include space planning options, as required - Beer Garden & adjacent park program updates - 1st Re-documentation of SD Set and Presentations for Agencies								
1			\$ 349,140	\$ 85,971	\$ 76,243	\$ -	\$ -	\$ -	\$ 511,354
2	Caltrans Fatal Flaw Analysis/Package		\$ 15,000	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ 22,500
3	Additional Meetings/Presentations		\$ 24,000	\$ 8,000	\$ 16,000	\$ -	\$ -	\$ -	\$ 48,000
	Payments made for Retroactive Services (Item A)								
	SUBTOTAL		\$ 388,140	\$ 101,471	\$ 92,243	\$ -	\$ -	\$ -	\$ 581,854
B	Schematic Re-Design/Documentation (5 months)	Lump Sum							
	Total Requested Fees (Items 1-3 below)		\$ 86,860	\$ 65,719	\$ 25,000	\$ -	\$ -	\$ -	\$ 177,579
1	Re-documentation of SD Set, Comment Review/Response, and Presentations for Agencies		\$ 64,860	\$ 55,219	\$ 20,000	\$ -	\$ -	\$ -	\$ 140,079
2	Caltrans Fatal Flaw Analysis/Package Follow Up		\$ 15,000	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ 22,500
3	Additional Meetings/Presentations		\$ 7,000	\$ 3,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 15,000
C	Design Development (6 months)	Lump Sum							
	Total Requested Fees (Items 1-3 below)		\$ 147,600	\$ 120,233	\$ 76,245	\$ 2,000	\$ 60,000	\$ 1,000	\$ 407,078
	Schedule delay from original contract in 2011, phase extension, approval process, change to 2-story Folsom Pavilion, added Beer Garden Building		\$ 125,000	\$ 62,733	\$ 68,245	\$ 2,000	\$ -	\$ 1,000	\$ 258,978
2	Additional Meetings/Presentations		\$ 10,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 20,000
3	Topographic & Utility Survey Update		\$ 6,000	\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ 66,000
4	Building WiFi - Engineering and Layout Site Wifi - Infrastructure for Future Improvements		\$ 1,650	\$ 15,000	\$ 1,500	\$ -	\$ -	\$ -	\$ 18,150
5	Security Layout, Engineering, and Coordination Buildings and Complete Park Site		\$ 2,150	\$ 20,000	\$ 1,500	\$ -	\$ -	\$ -	\$ 23,650
6	Geotechnical - Investigations and new memo for Concession Building and Caltrans Ramp area and update original Pavilion and paving memo to 2016 CBC		\$ 1,300	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ 14,300
7	Caltrans Structural Analysis Calculations and Report		\$ 1,500	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ 6,000
D	Construction Documentation (9 months)	Lump Sum							
	Total Requested Fees (Items 1-3 below)		\$ 200,100	\$ 223,739	\$ 121,125	\$ 5,500	\$ -	\$ 1,500	\$ 551,964
	Schedule delay from original contract in 2011, phase extension, approval process, change to 2-story Folsom Pavilion, added Beer Garden Building		\$ 165,000	\$ 110,739	\$ 109,125	\$ 4,000	\$ -	\$ 1,500	\$ 390,364
2	Additional Meetings/Presentations		\$ 10,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ 20,000
3	Add 95% Submittal in the CD Phase		\$ 15,000	\$ 25,000	\$ 3,000	\$ 1,500	\$ -	\$ -	\$ 44,500
4	Building WiFi - Engineering and Layout Site Wifi - Infrastructure for Future Improvements		\$ 3,200	\$ 30,000	\$ 2,000	\$ -	\$ -	\$ -	\$ 35,200
5	Security Layout, Engineering, and Coordination Buildings and Complete Park Site		\$ 4,200	\$ 40,000	\$ 2,000	\$ -	\$ -	\$ -	\$ 46,200
6	Geotechnical - Update Reports to 2019 CBC for permit submittals		\$ 700	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ 7,700
7	Caltrans Structural Analysis Calculations and Report		\$ 2,000	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ 8,000
E	Bid Negotiation and Permit Review (4 months)	Lump Sum							
	Schedule delay from original contract in 2011, phase extension, approval process, change to 2-story Folsom Pavilion, added Beer Garden Building		\$ 18,000	\$ 13,744	\$ 5,000	\$ 600	\$ -	\$ -	\$ 37,344
F	Essex Street/Guy Place Stairs Work with OCII and Community to propose design solutions for added security at base of stairs. Includes (2) site meetings and (1) meeting SFPUC. Excludes formal permit processing.	Time and Material							
			\$ 8,000	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000

20% Contingency - allowance for redesign that may occur due to additional schedule delay, archaeological findings, hazardous materials, etc. as well as delays or redesign associated with agency (TJPA, Caltrans, SFPW, DBI) approvals of the park plans																
G	Time and Material	\$	169,740	\$	107,381	\$	63,923	\$	1,620	\$	12,000	\$	500	\$	355,164	
Additional Services (Items B-G) SUBTOTAL			\$	630,300	\$	542,816	\$	291,293	\$	9,720	\$	72,000	\$	3,000	\$	1,549,129
AMENDMENT 4 (Items A-G) TOTAL			\$	1,018,440	\$	644,287	\$	383,536	\$	9,720	\$	72,000	\$	3,000	\$	2,130,983

Total Contract Summary

2011 Total Contract Amount	\$	2,479,808
2013 Contract Amendment 1 Amount (Added Essex Street Program, Cycle Track, Clementina Street Closure Study, RVA Study, URP Pavilion, URP Construction Administration)	\$	1,124,521
2015 Contract Amendment 2 Amount (Added Boarding Islands, Developer Design Review, Sub-sidewalk basement review and documentation)	\$	147,808
2018 Contract Amendment 3 Amount (Folsom Street: BUF Street Tree Removal Process, Bid Phase Extension, CA Phase Extension, and Developer Design Review)	\$	667,969
CURRENT CONTRACT TOTAL	\$	4,420,106
Contract Amendment 4 Request (Items A-G above)	\$	2,130,983
Scope Reduction (Remove Area 1 - Essex Street from DD-CA Phases)	\$	(581,854)
TOTAL Contract Amendment 4 Requested Fees	\$	1,549,129
REVISED CONTRACT TOTAL	\$	5,969,234.80



Transbay Streetscape Concept Plan - November 21, 2006

LEGEND



Area 1: Essex between Harrison & Folsom - Concept & Schematic Design Phases only. CMG completed these phases in 2014. The scope for Design Development through Construction Administration was removed from the project area in 2017. Contract Amendment 4 credits the consulting fees for these remaining phases.



Area 2A: South Side of Folsom Street between Second & Spear - Full Design, Construction Documents, and Construction Administration Services.



Area 2B: North Side of Folsom Street between Second & Spear - Schematic Design and Parcel Developer Coordination Services.



Area 3: Under Ramp Park - Full Design, Construction Documents, and Construction Administration Services. This area was divided into 3A & 3B and extended south to Harrison Street in the original agreement. The site area has been combined and the geographic boundary reduced as part of Contract Amendment 4.

Transbay Redevelopment Project Area, Contract Amendment 4

Exhibit C: Updated Project Area Boundary