



122-0142018-002

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

MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Nadia Sesay, Executive Director

SUBJECT: Authorizing, pursuant to the Transbay Implementation Agreement, a Memorandum of Understanding with the City and County of San Francisco, acting through its Department of Public Works for design review and project management services in an amount not to exceed \$6,521,327 and a term of 4 years for the Under Ramp Park project 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 2005, the Board of Supervisors of the City and County of San Francisco (the "City") adopted the Transbay Redevelopment Plan to redevelop the Transbay Redevelopment Project Area ("Project Area") and to generate funding from the development of 10 acres of State-owned property for the construction of the new Transbay Transit Center, now commonly referred to as the Salesforce Transit Center ("STC"). The Transbay Redevelopment Project Area Implementation Agreement ("Implementation Agreement") is an enforceable obligation which requires the Successor Agency to the Redevelopment Agency of the City and County of San Francisco ("Former Agency"), hereafter referred to as the Office of Community Investment and Infrastructure ("OCII") to "execute all activities related to the implementation of the Transbay Redevelopment Plan, including but not limited to, activities related to major infrastructure improvements." The 2006 Transbay Streetscape and Open Space Concept Plan ("Streetscape Plan") identified the "under ramp areas" within the Project Area as potential opportunities for "outdoor uses." Programming the Under Ramp Areas into community serving open space will significantly contribute to the success of the new neighborhood surrounding the STC.

In July 2011, the Redevelopment Agency of the City and County of San Francisco ("Former Agency") entered into an agreement (the "Contract") with Conger Moss Guillard Landscape Architecture ("CMG") to complete design documents for select elements of the Streetscape Plan including the underutilized under ramp areas beneath the California Department of Transportation

London N. Breed
MAYOR

Nadia Sesay
EXECUTIVE DIRECTOR

Marilyn Mondejar
CHAIR

Miguel Bustos
Dr. Carolyn Ransom-Scott
Mara Rosales
Darshan Singh
COMMISSIONERS

One S. Van Ness Ave.
5th Floor
San Francisco, CA
94103

415 749 2400

www.sfocii.org

("Caltrans" or the "State") and Transbay Joint Powers Authority ("TJPA") off-ramps from the San Francisco-Oakland Bay Bridge, and streetscape improvements to Folsom and Essex Streets. The underutilized under ramp areas were envisioned as a public park that would link the future improvements to Folsom Street, reimagined as the main boulevard through the Transbay neighborhood, to the STC ("Under Ramp Park," "URP," or the "Project").

The proposed Memorandum of Understanding ("MOU") between OCII and San Francisco Public Works ("SFPW") will contract SFPW to provide professional services assisting OCII in the delivery of URP. These professional services include project management, design peer review by SFPW architects and engineers, reviews by SFPW disabled access coordinators, construction contract preparation, bid, advertisement and award, site assessment remediation services, and construction management. Additional services through SFPW's as-needed consultant pool under consideration include environmental site assessment, cost estimating and reconciliation, and constructability review. The value of SFPW's services to the Project under the MOU, including the as-needed additional services, is a not-to-exceed amount of \$6,521,327. Of this amount, \$4,648,043 covers SFPW's project management and peer review fees, San Francisco Municipal Transportation Authority's ("MTA") design and peer review fees, and San Francisco Public Utilities Commission's ("PUC") fees. The remaining balance of \$1,873,284 will cover the as-needed services described above.

This MOU outlines the services to be provided by SFPW assisting OCII in the development of URP starting in Schematic Design of the Project and carrying all the way through the completion of the park's construction. The anticipated schedule is to begin construction in the 2020 with completion anticipated in 2022.

Staff recommends approval of this MOU with SFPW.

BACKGROUND

In 2006 the Former Agency and the San Francisco Planning Department ("Planning Department"), in collaboration with other City agencies and the TJPA, commissioned the production of the 2006 Transbay Streetscape and Open Space Streetscape Plan. The Streetscape 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 future bus ramp serving the STC and the reconfigured Interstate Highway 80 Fremont Street off-ramp. The Streetscape Plan also includes recommended landscaping, sidewalk paving, tree types, street furniture, and lighting for each street. Lastly, it delineates the purpose of each public right-of-way and links the Transbay neighborhood to the adjacent Rincon Hill neighborhood.

In accordance with the Streetscape Plan, OCII is responsible for developing those State-owned parcels not slated for sale to residential, commercial, or mixed-use developers as public open space. The TJPA will maintain ownership of most of the URP parcels with the exception of the land owned by Caltrans located beneath the Interstate Highway 80 Fremont Street off-ramp, and consequently the TJPA is responsible for the ongoing operation and maintenance of URP. The East Cut Community Benefits District ("CBD") is responsible for maintenance of the Project through at least 2031.

In July 2011, the Former Agency entered into a contract with CMG to complete design documents for select elements of the Streetscape Plan. CMG, with ARUP North America, SBCA Tree Consulting, Dino Viale Irrigation Design, Inc., and Martin M. Ron, Associates, Inc. as sub-consultants, were originally commissioned to create designs for the open space along Essex Street between Folsom and Harrison Streets and the Under Ramp Park areas under the future TJPA bus ramp to the STC and Caltrans' Fremont Street off-ramp between Folsom and

Clementina Streets and along Clementina Street between Essex and First Streets. Y.A. Studio, a full service architecture firm working under CMG, was brought onto the team in 2013 to design URP's pavilion building.

Between 2011 and 2013 CMG worked on a Concept Design for Under Ramp Park (the "Concept Design"), which the Former Agency Commission approved in June 2013. Despite this approval of the original Project's Concept Design, OCII paused development of URP to resolve key issues with Caltrans and the TJPA, including park programming, maintenance, and access to Caltrans right-of-way areas. In 2017, OCII, TJPA, and Caltrans agreed to a path forward on how to lease the Caltrans land under the Fremont Street off-ramp.

In the spring of 2017 OCII Transbay project management staff directed CMG to resume work on the Project and update its original Concept Design. The revised program for Under Ramp Park envisions a 2.4-acre park situated predominantly under the Caltrans Interstate Highway 80 Fremont Street off-ramp and the TJPA bus ramp serving the new STC. Due to the high density of the Transbay and Rincon Hill neighborhoods, the adjacent Transit Center, and OCII-sponsored development of the 12 blocks adjacent to URP, the Project is expected to be heavily used by neighborhood residents, commuters, office workers, and visitors. As a result of various community meetings, Transbay residents requested that a dog park be constructed in the neighborhood. CMG's new draft Schematic Design includes a range of programming for the park including a dog park, areas for children's play, walking, biking, adult and youth sports, relaxation spaces, areas for events and community programs, and casual dining. With respect to casual dining in the park, a beer garden/concessions building, lounge space and game area is planned adjacent to Clementina Street at the center of the park. A downsized pavilion building is planned at the Folsom entrance to URP. The pavilion is envisioned as a two-story building totaling approximately 3,000 square feet. The upper story is designed to include three food kiosks serving park patrons and will include a small indoor seating area. Additionally, outdoor seating and tables will be provided outside of the food kiosks on a large plaza overlooking the park. The lower story of the pavilion building is located at the same level as the park, and will be used as office space and storage for the CBD. Adjacent to the CBD office is a flexible space conference room that would be used by the CBD during the weekdays, and for parties and community meetings on weeknights and weekends.

The current schedule for the Project assumes full Schematic Design approval of the park by this fall 2018, completion of the Construction Documents by early 2020, construction start in late 2020, and the park opening to the public in spring 2022.

DISCUSSION

SFPW is the agency responsible for infrastructure improvements within the public right-of-ways, thus they will coordinate the design review process among the affected City entities and utility providers and will lead the construction and bidding process for URP. In order to proceed from CMG's updated Concept and draft Schematic Designs for URP to the next design phase, SFPW must provide design review and comments, review cost estimates, organize and attend project meetings, and ensure design by CMG is consistent with current City requirements. SFPW will also support, coordinate, and manage communication between the design team and the various City agencies, including SFPW, MTA, and the PUC. SFPW will bill OCII for all project costs including reimbursing other City agencies for work, pursuant to Exhibit 1, Memorandum of Understanding between OCII and SFPW. SFPW will have separate agreements with the MTA and PUC to review specific Project components.

Under the MOU, SFPW will perform a host of professional services in connection with the design, development, and delivery of URP. These services include:

- Project management services in partnership with OCII
- Preparing all MOUs with other City agencies
- Attending Project meetings
- Environmental Specialist consulting
- Providing architectural and engineering design review and comments, including supervising:
 - o PUC's street lighting design peer review and
 - o MTA's peer review
- Managing MTA's traffic engineering design production
- Ensuring that URP's design is consistent with City requirements that apply to OCII projects, including:
 - o American with Disabilities Act (ADA) design compliance and
 - o Environmental compliance
- Ensuring that all contracts comply with OCII's SBE policies
- Construction management of the Project

A detailed description of the SFPW's services to the project is provided in section IV of the MOU.

The total cost for these services is a not to exceed amount of \$6,521,327. Of this total, \$4,648,043 represents the amount being paid to SFPW, MTA, and PUC for their collective work on the Project and breaks down as follows:

SFPW Fees	
<i>SFPW Management & Service Fees</i>	\$ 3,593,371
15% fee contingency	\$ 539,006
Total SFPW Management & Services Fees	\$ 4,132,377
<i>SFPW Peer Review Fees</i>	\$ 130,507
15% fee contingency	\$ 19,576
Total SFPW Peer Review Fees	\$ 150,083
Total SFPW	\$ 4,282,460
MTA Fees	\$ 292,898
15% fee contingency	\$ 43,935
Total MTA	\$ 336,833
PUC Fees	\$ 25,000
15% fee contingency	\$ 3,750
Total PUC	\$ 28,750
Total	\$ 4,648,043

The remaining \$1,873,284 is a reserve in place to cover as-needed consultant services for the Project, including but not limited to the following services:

- Arts Commission review, should OCII choose to informally meet with the commission

- Cost estimating services and cost estimate reconciliation
- Constructability review
- Environmental Site Assessment Phase I and II
- Materials Testing and Special Inspections
- DBI Building, BSM tree removal and tree planting, street improvement and encroachment permits
- Maher Ordinance application fees
- Informal Civic Design Review
- PUC Stormwater Control Plan review fees
- Contract Administration and Contract Monitoring
- Contract Preparation and Advertisement
- City Attorney
- Reproduction and Printing costs

The MOU also details roles and responsibilities for the Project including CMG, as the park's lead design firm, and those of the other design team members. Furthermore, the MOU clarifies those services that are excluded from SFPW's base scope of work but that OCII may request SFPW to perform for additional fees, namely the as-needed consultant services described above. Lastly, the MOU explains the financial oversight and auditing of the Project, insurance provisions, and the dispute resolution protocol to be followed by OCII and SFPW.

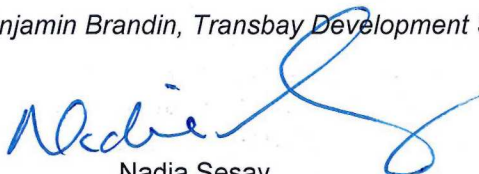
CALIFORNIA ENVIRONMENTAL QUALITY ACT

Approval of the MOU 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.

STAFF RECOMMENDATION

Staff recommends approving the MOU in the aggregate not to exceed amount of \$6,521,327.

(Originated by Benjamin Brandin, Transbay Development Specialist)



Nadia Sesay
Executive Director

- | | |
|---------------|---|
| Attachment 1: | Memorandum of Understanding for Under Ramp Park Project |
| Attachment 2: | URP Parcels Map |
| Attachment 3: | Project plan view and contextual illustration |



MEMORANDUM

To: Office of Community Investment and Infrastructure

Through: Edgar Lopez
Public Works Deputy Director, City Architect

From: Kathleen O'Day
Public Works Building Design and Construction Project Manager

Date: August 2, 2018

Subject: Proposed Memorandum of Understanding and Fee Proposal for
Professional Services

San Francisco Public Works is pleased to submit this draft Memorandum of Understanding ("MOU") and fee proposal to provide professional services to assist the Office of Community Investment and Infrastructure ("OCII") in the delivery of the Under Ramp Park Project. Professional services include Project Management, Design Peer Review by City Architects and Engineers, reviews by Disabled Access Coordinators, Construction Contract Preparation, Bid, Advertisement and Award, Site Assessment Remediation services and Construction Management services. Additional services through Public Works' as-needed consultant pool are in consideration for environmental site assessment, cost estimating and reconciliation of cost estimates and constructability review.

The following MOU and associated fee proposal defines the scope of services proposed to be performed by San Francisco Public Works ("SFPW"), San Francisco Municipal Transportation Agency ("SFMTA"), and San Francisco Public Utilities Commission ("SFPUC"), as well as the roles and responsibilities and mutual understanding between Public Works and OCII, for this proposed scope of services. We look forward to your comments on the MOU in order to advance towards providing our services.

If you have any questions, please contact Kathleen O'Day at 415-558-4534.

Cc: Ron Alameida, Director of Project Management, Public Works (BDC)

MEMORANDUM OF UNDERSTANDING

Under Ramp Park Project

San Francisco Public Works (“SFPW”) will coordinate with and assist the Office of Community Investment and Infrastructure’s (“OCII”) Transbay Project Management team to deliver the Under Ramp Park (“URP” or the “Project”) Project designed by Conger Moss Guillard Landscape Architecture (“CMG”). SFPW Project Management will assemble and manage a city team to provide professional services for OCII’s Under Ramp Park Project as per the scope of work outlined in the following agreement: **Under Ramp Park Project, August 21, 2018** (the “Agreement”).

OCII agrees to fund all city agency services involved with the Under Ramp Park project on a reimbursable basis to SFPW for each phase of work in accordance with the project budget and schedule in the following Agreement for a total amount of \$4,648,043. OCII agrees to repayment of SFPW funded services rendered between November 2017 and approval of the MOU. And should this MOU not be approved, OCII will reimburse SFPW in full for services rendered. Additionally, SFPW recommends setting aside an allowance of \$1,873,284 for fees and as-needed consultant services to be contracted pending OCII approval. SFPW agrees to provide the above services according to the project schedule as described in the Agreement.

OCII has bond proceeds available for the construction of URP. SFPW will manage the project from design through construction in conjunction with OCII. SFPW Project Manager will support, coordinate, and manage all communications between the City project teams and assist OCII with delivery of the Project. SFPW, Municipal Transportation Authority and Public Utilities Commission engineers and architects will provide peer review of the design. SFPW will advertise, award, administer and manage the construction contract. SFPW Construction Management (“CM”) will provide construction management services.

Approvals:

Nadia Sesay Date
Office of Community Investment
Infrastructure (OCII), Executive Director

Mohammed Nuru Date
Public Works (SFPW), Director

Edgar Lopez
SFPW Deputy Director and City Architect

Recommendations by:

Benjamin Brandin, Date
OCII Project Manager

Kathleen O'Day Date
SFPW Project Manager

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RECITALS

- A. The Under Ramp Park project (“URP” or the “Project”) furthers a portion of the Transbay Redevelopment Plan and the Transbay Redevelopment Project Area Streetscape & Open Space Concept Plan approved in 2005 and 2006, respectively.
- B. The Office of Community Investment and Infrastructure (“OCII”) contracted with Conger Moss Guillard (“CMG”) to prepare the design documents for URP. CMG prepared a schematic design, which was approved by the Commission on Community Investment and Infrastructure (“CCII” or the “OCII Commission”) in 2014. The Project was put on hold until March 2017 when OCII requested CMG to redesign the original schematic design. After extensive public outreach and four workshops with the Transbay Citizens Advisory Committee (“CAC”), CMG has now completed a revised 100% Schematic Design for the Project.
- C. The OCII construction budget is approximately \$25.6 million, which OCII has in place for URP. The Project will be funded from existing and future bond proceeds issued by OCII.
- D. San Francisco Transbay Joint Powers Authority (“TJPA”) will own and manage URP upon completion by OCII, and the East Cut Community Benefits District (“ECCBD”) will be responsible for certain maintenance activities (see Attachment 1).

I. PROJECT DESCRIPTION

SFPW has been asked by OCII to provide professional services on URP. Public Works Building and Design Project Management will assist OCII with the delivery of the Project.

URP is located in San Francisco’s South of Market area, beginning south of Folsom Street at Essex Street, and continuing north to Howard Street. The URP site consists of approximately 2.4 acres and lies predominantly under the Caltrans I-80 off-ramp to Fremont Street, and the TJPA bus ramp serving the new Salesforce Transit Center (“STC”). Due to the high density of the Transbay and Rincon Hill neighborhoods, the STC, and OCII sponsored development of the 12 blocks adjacent to URP, the park is expected to be heavily used by commuters, visitors and neighborhood residents. OCII funding for the Project is in place, and, as stated above, the TJPA will own and manage URP upon completion by OCII and SFPW, and the ECCBD will be responsible for the park’s maintenance.

OCII contracted with landscape architecture firm Conger Moss Guillard (“CMG”) to prepare the design documents for URP. OCII and CMG are in the process of completing a revised schematic design that will attract all segments of the population and include areas for informal play, walking, biking, adult and youth sports, a dog park, relaxation, areas for events and community programs, and casual dining.

The Project will be divided within four blocks separated by public right of ways. A pavilion structure (“Pavilion”) is planned to be located at the Folsom Street entrance to URP, and a beer

garden and associated concessions structure for selling refreshments is planned adjacent to Clementina Street in the center of URP. The URP Pavilion would consist of a two-story building of approximately 4,600 square feet with the upper story accessed from Folsom Street. The upper story is planned to include three food kiosks serving park patrons and will include a small indoor seating area. In addition, outdoor seating and tables will be provided outside the food kiosks. The lower story of the Pavilion is located at the same level as the park, and will be used as office space and storage for the ECCBD. Adjacent to the ECCBD office is a flex space conference room that would be used by the ECCBD during the weekdays, and for parties and community meetings on weeknights and weekends. (Refer to Attachments 1 and 2.)

The Professional Services Scope of Work outlined below is based on information provided by OCII:

1. Scope of work (Attachment 1)
2. Draft Schematic Design Site plans by CMG and Building Diagrams by Y.A. Studio
3. Project schedule provided by OCII and CMG

II. PROJECT TEAM

The following 4 agencies are involved in the Project with separate responsibilities and scope:

1. San Francisco Public Works (SFPW)
2. San Francisco Municipal Transportation Agency (MTA)
3. San Francisco Public Utilities Commission (PUC)
4. Office of Community Investment and Infrastructure (OCII)

Project Manager of SFPW's Building Design and Construction will be the Project Manager, managing the various City professionals within SFPW, PUC and MTA. The Project Team is as follows:

1. Public Works

Building Design & Construction (BDC) Staff:

- a. Project Manager
- b. Project Management Analyst
- c. Landscape Architect (Peer Review Lead)
- d. Architect
- e. Disability Access Coordinator (Buildings and Parks)
- f. Construction Management and Inspection (Buildings and Parks)

Infrastructure Design & Construction (IDC) Staff:

- a. Streets & Highways (Civil Engineer)
- b. Hydraulic Engineering
- c. Structural Engineer
- d. Geotechnical Engineer

- e. Disability Access Coordinator (Public Right of Way [“ROW”])
- f. Construction Management and Inspection (Public ROW)

Site Assessment & Remediation (SAR) Staff:

- a. Site Assessment & Remediation

Contract Monitoring Division and Administration Staff:

- a. Principal Accountant
- b. Contract Administration
- c. Contract Preparation & Project Controls (with OCII Contract Administration review)

2. San Francisco Municipal Transportation Agency (MTA):

- a. Senior Engineer Traffic Engineer
- b. Associate Engineer
- c. Engineer

3. San Francisco Public Utilities Commission (PUC)

- a. Street Lighting Engineer

4. Office of Community Investment and Infrastructure:

- a. Transbay Project Manager
- b. Transbay Development Specialist and Planning Staff
- c. OCII Contract Compliance Division (“OCII CCD”)

III. PROJECT SCHEDULE AND DELIVERABLES

OCII and CMG will define the Project delivery dates based on when the design documents are submitted for review. SFPW estimates 3-6 weeks from the receipt of each design package as detailed below to distribute drawings, complete the review, meet with the designers, and consolidate comments from the three agencies (SFPW, MTA and PUC) and return the comments to OCII and CMG. It is understood that the Project schedule may be revised as the Project scope evolves and becomes better defined during the later stages of the design development phase. Modifications to the Project schedule will be the subject of negotiation and mutual acceptance by OCII and SFPW.

Deliverables include:	Review Due Date
100% Revised Schematic Design Package comments (Anticipated SD package submittal in late 2018)	3 weeks after Submission
50% Design Development (DD) Package comments	3 weeks after Submission
100% Design Development (DD) Package comments	4 weeks after Submission
50% Construction Document (CD) Package comments	4 weeks after Submission
95% Construction Document (CD) Package comments	4 weeks after Submission
100% Construction Document (CD) Individual comments	2 weeks after Submission

Advertisement / Bid / Award
Construction Management / Inspections

TBD
TBD

IV. SCOPE OF SERVICES

The Project is comprised of 6 phases of work:

- Phase 1: Schematic Re-Design
- Phase 2: Design Development (6 months)
- Phase 3: Construction Documents/Permitting (9 months)
- Phase 4: Advertisement, Bid and Award (4 months)
- Phase 5: Construction (22 months)
- Phase 6: Project Closeout

The Summary Scope of Services is included as Attachment 3, and is summarized below:

Public Works professional services include:

1. Preparing all MOUs
2. Ensuring that all work authorized under this MOU complies with Redevelopment Requirements, including but not limited to the Transbay Redevelopment Plan, the Transbay Development Controls and Design Guidelines and the applicable zoning, the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan, and the OCII Commission Resolution approving the URP design.
3. Attend project meetings, provide design review and comments, and ensure design by CMG is consistent with City requirements that pertain to OCII projects.
4. Design peer review performed by SFPW:
 - a. Building Design and Construction (“BDC”)
 - i. Landscape Architects and Architects
 - ii. Architects
 - b. Infrastructure Design and Construction (“IDC”)
 - i. Structural Engineers
 - ii. Geotechnical Engineers
 - iii. Hydraulic Engineers
 - iv. Street and Highway Civil Engineers (“S&H”)
5. SFPW Disability Access Coordinators (“ADA”) will provide:
 - a. ADA review during design and construction phases
6. SFPW Site Assessment Remediation (“SAR”) will provide:
 - a. Environmental specifications and review during construction
7. SFPW Contract Monitoring Division (“CMD”) will:
 - a. Assist with Division 0 and 1 specifications
 - b. Advertisement for bid and award of construction contract
 - c. Be the lead contract compliance agency, but will work in conjunction with OCII’s Contract Monitoring staff.
8. Billing OCII for project costs and reimbursing other City departments.

SF Public Utility Commission (“PUC”) professional services include:

1. Street Lighting design peer review

Municipal Transportation Agency (“MTA”) professional services include:

1. Design peer review
2. Traffic engineering drawings

SFPW Construction Management (“CM”) will provide construction management services.

SFPW PM will coordinate with the SF CMD and OCII CCD to ensure compliance with OCII’s Small Business Enterprise (“SBE”) policy.

1. For all third party and/or as-needed consultants brought onto the Project, SFPW PM and SF CMD will comply in meeting OCII’s SBE goal of 50% by:
 - a. awarding contracts or work orders to SBEs to the greatest extent possible, and
 - b. cooperating with OCII CCD with reporting requirements.
2. SFPW will give first consideration in the award of a contract or work order in the following order:
 - a. Project Area SBEs (those located in an OCII project area),
 - b. San Francisco-based SBEs, and
 - c. all other SBEs.
 - d. Prior to the bid and award of the construction contract, SFPW PM will coordinate and cooperate with OCII CCD to ensure SBE program requirements are met.
3. SFPW PM will also coordinate with OCII CCD and its agent, the Office of Economic and Workforce Development (“OEWD” or “CityBuild”) to ensure compliance with OCII’s Construction Workforce Program, which requires that contractors (regardless of tier) make good faith efforts to employ San Francisco residents for 50% of the hours by each trade needed to construct the Project.
 - a. SFPW PM will cooperate and assist OCII CCD and/or CityBuild with the contractor enforcement, ensuring contractors comply with the Construction Workforce Program during the construction of the Project.

SFPW Project Manager will support, coordinate, and manage all communications between the City project teams and assist OCII with delivery of the Project.

SFPW Building Design & Construction Landscape Architects (“BDC – LA”) will be responsible for coordinating and consolidating all peer review comments on each design submittal.

Attachment 3 is a Detailed Summary of City Departments’ Professional Services Scope of Work and Associated Fees

Attachment 4 is a Summary of Professional Fees

V. ROLES AND RESPONSIBILITIES

Attachment 5 is Roles and Responsibilities Matrix that details the project tasks and identifies primary responsibilities for each task. A summary of the matrix is as follows:

1. **Design Review and Comments:** SFPW will route all design packages through City departments for review, input and guidance. SFPW will coordinate feedback, resolve conflicts and prepare regular status reports to OCII. CMG will submit the following design packages for review by the team:
 - a. 100% Schematic Design: Review and Comment on 100% Schematic Design
 - b. Cost Estimate: Review Cost Estimates on Schematic Design Package
 - c. 50% Design Development: Review and Comment on 50% Design Development Document Package and Cost Estimate
 - d. 100% Design Development: Review 100% Design Development Document Package, Specification Outline, and Cost Estimate
 - e. 50% Construction Document: Review Construction Documents, Draft Specifications, and Two (2) Cost Estimators' Cost Estimates
 - f. 95% Construction Document: Review Construction Documents, Draft Specifications, and Two (2) Cost Estimators' Cost Estimates
 - g. 100% Construction Document: Review Construction Documents, Draft Specifications, and Cost Estimate

Project Design Peer Reviews by City Discipline							
Peer Review	100% SD	50% DD	100% DD	50% CD	95% CD	100% CD	Site visits/ Meeting
IDC - ADA	X	X	X	X	X	X	*
BDC - ADA	X	X	X	X	X	X	*
MTA	X		X	X	X		6
BDC - LA			X		X		3
PUC	X		X		X		3
IDC - S&H (Civil)			X		X		3
BDC - Arch			X				2
IDC - Hydraulic			X	X			3
IDC - Structural/Geotech				X			1

*Attending multiple meetings and site visits in design and construction. Refer to individual attached fee proposal for more detail.

2. **Project Meetings:** Disciplines will meet with PMs and CMG after each Phase where they provide design peer review as noted in above chart. Design peer reviews will be conducted at 100%SD, 50%DD, 100%DD, 50%CD, 95%CD and 100%CD (cursory review). SFPW Landscape Architect will consolidate City team's peer review comments at 100% DD and 95% CD phases.

3. **Project Approvals:** The lead agency is noted in parenthesis after the task. OCII will be responsible for payment of all application and permit fees.
 - a. Prepare Notice of Intent to Construct (“NOI”) to all utility companies (IDC- S&H);
 - b. Add URP to 5-year Plan (IDC- S&H);
 - c. Present URP to Committee for Utility Liaison on Construction and Other Projects (CULCOP), Interdepartmental Staff Committee on Traffic and Transportation for temporary street closures (ISCOTT), and Transportation Advisory Staff Committee (TASC) (MTA);
 - d. Obtain approval on sidewalk legislation (SFPW and OCII PMs);
 - e. Obtain street and parking legislation and attend TASC meetings (MTA);
 - f. Obtain approval for non-standard pavements and replacements (IDC- S&H);
 - g. Obtain Board of Supervisors approvals for sidewalk widths and curb line modifications (IDC-S&H);
 - h. Obtain Special Traffic Permit for bicycle lane changes (MTA);
 - i. Obtain Special Traffic Permit for signal changes, bicycle lane changes and raised crosswalk (MTA);
 - j. Obtain Encroachment Permit from Bureau Street Use and Mapping (SFPW and OCII PMs);
 - k. Submit Maher Ordinance Application to Public Health (SAR);
 - l. Assist CMG and OCII with understanding additional City requirements such as Environmental Code, Green Ordinance and Better Streets Plan (SFPW PM);
 - m. Assist CMG on gaining approval from Public Utilities Commission for the Project’s Stormwater Management Application and Water Use Applications (BDC-LA);
 - n. Assist OCII in securing approval by the Board of Supervisors of a General Plan Referral for the Project.
4. **Additional Studies/Reviews:**
 - a. **Site Assessment and Remediation (SAR):** Conduct Article 20 analysis of soil for hazardous waste, and hazardous material soils engineering.
 - b. **Disability Access (ADA) Review:** SFPW will coordinate with the SFPW Disability Access Coordinator (DAC) to develop project American Disability Act (ADA) Parameters and ensure the Project is designed to comply with these parameters.
 - i. Obtain final sign-off by the DAC for permit documents.
 - ii. Coordinate with the DAC for on-site inspection during the construction phase and follow-up with required actions, if any.
5. **Traffic Planning:** MTA will perform this task led by SFPW, OCII, and CMG design team to implement the appropriate transportation plans in accordance with the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan and the South Downtown Design and Activation Plan (“SODA”) of the streetscapes

surrounding the STC and Rincon Hill, an effort led by the San Francisco Planning Department.

- a. Provide input on construction phasing to accommodate access to sidewalks, roadways to/from streets and adjacent properties and minimize impacts on cyclists, pedestrians, transit and vehicle traffic.
- b. Provide conceptual signal design (coordinate with ARUP Electrical), traffic signal and signage plans, instructions on implementation of signals and signs, traffic routing plans, specifications & cost estimates (lane requirements, Muni, detours, final striping, etc.). Specific transportation planning tasks include, but are not limited to the following:
 - i. Parking meters and utility requirements;
 - ii. Traffic, security, safety design details concerning bike and pedestrian pathways, street crossings, turn lanes and path layout within the ROW and in the park;
 - iii. Traffic signal design and striping plans at crossings;
 - iv. Traffic engineering studies or modeling;
 - v. Review of blue, yellow, and white curbs adjacent to the site;
 - vi. Apply for, attend hearings, and meet with affected parties;
 - vii. Coordination between SFPW, MTA, and Bureau of Light, Heat and Power (BLHP) to determine whether existing conduits, pole foundations, and spacing could be re-used for new streetlights for joint utility and City owned poles.

6. **Utility Coordination and Review:** SFPW to assist in procuring the necessary approvals from PUC and will lead the coordination effort with all other utility providers as outlined below:

- a. **PUC Review:** The San Francisco Public Utilities Commission (PUC) will be responsible for reviewing all design package submittals and assisting with replacement of PUC owned utilities.
 - i. SFPW to secure approval from PUC for street lighting and power for signals alterations.
- b. **3rd Party Utilities (PG&E, AT&T, and other 3rd Party Utilities):** SFPW will take the lead in coordinating with all third party utility companies throughout the Project. It is anticipated this Project will require alterations to the following utilities: PG&E, SFPUC, telephone, data, and television. If utility work is needed from third party utilities during the course of design, SFPW shall inform PUC and request that they pay the fees through their existing encumbrance with them. PUC will then include payments in their reimbursement request.
 - i. SFPW, as the coordinator, assists in communication between the designer of record and the utilities;
 - ii. CMG, as the designer of record, prepares drawings and description of work for the Notice of Intent (NOI) as well as transmittals, including final preliminary, to the utilities;

- iii. SFPW submits the NOI to the utilities and collects and transfers information to/from CMG;
- iv. CMG, as the designer of record, retains responsibility for design issues related to new and existing utilities and production of any drawings needed for coordination purposes;
- v. CMG, as the designer of record, is responsible to prepare a utility composite. CMG shall also identify all conflicts between existing utilities and their design that might require utility relocations. Their design should account for all known existing conditions including utilities;
- vi. CMG, as the design consultant, prepares technical design information and drawings needed for utility coordination for SFPW to transmit to the utilities;
- vii. SFPW advises OCII and CMG on how to resolve conflicts with utilities if and when issue arises.

- c. **Meetings:** SFPW PM shall assist OCII with Utility Coordination. SFPW PM shall attend a maximum of two meetings related to utility coordination. SFPW will give one presentation to utility agency staff.

7. Support for environmental and engineering services and coordination tasks will include the following such as:

- a. Prepare hazardous soils engineering and mitigation report (SAR)
- b. Support environmental and engineering services and preparation of specifications (SAR)
- c. Review design related mitigation measures (SAR)
- d. Review soils engineering and mitigation for planting (SAR)
- e. Review requirements for specs and drawings for all interim submittals and final CD set
- f. Apply for street improvement permit (SFPW PM)
- g. Review 100% Construction Document Package, Specification and Cost Estimate with SFPW team members, MTA and PUC coordinate effort and send comments to OCII
- h. SFPW contract preparation and Division 0 and 1 specification preparation (CMD)
- i. Outreach to potential bidders (SFPW PM)
- j. Prepare Advertisement (CMD)
- k. Attend Pre Bid Meetings
- l. Respond to questions from Bidders during advertisement
- m. Issue addendum as required
- n. Coordinate receipt of bids with Contract Administration
- o. Provide Construction Management Services:
 - i. RFI review and response
 - ii. Site visits
 - iii. Inspections
 - iv. Inspections: Final walk through

- v. Post construction, project evaluation

8. San Francisco Municipal Transportation Agency (MTA) Construction Review and Approvals:

- a. Design temporary items required during construction e.g., traffic management plans, etc.
- b. Review drawings, Specifications, and Cost Estimate (refer to chart on page 7 for review phases).
- c. Evaluate requests for construction between Thanksgiving and New Year's Day.

9. San Francisco Public Utilities Commission (PUC) Construction Review and Approvals:

- a. Review drawings, Specifications, and Cost Estimate of proposed ROW lighting (refer to chart on page 9 for review phases).
- b. Inspect construction work.

10. OCII and CMG Construction Review and Approvals:

- a. CMG will sign as the Architect or Engineer of Record and provide technical design information and drawings as needed to comply.
- b. CMG will provide engineering services during construction, including but not limited to RFIs, shop drawings, change orders, and review of general contractor's preparation of as-built drawings.

VI. PROFESSIONAL FEES

1. Estimated Project Fees for SFPW, MTA and PUC services are listed below, and are based on our understanding of the Project scope, schedule and budget. The Professional Fees are based on a Total Fee Proposal cost of **\$4,648,043**. The final scope of work and corresponding fees may be revised as the Project evolves, and as OCII completes its review of outstanding tasks and issues. SFPW shall inform OCII in advance of (i) any costs that exceed budget line item amount, and (ii) any work that it anticipates will exceed the agreed-upon scope of services set forth in this MOU. Upon receipt of any such information from SFPW regarding additional scope of services, OCII shall review the submittal and, as set forth in services listed below, either provide written authorization for the additional scope of services or deny the request and set forth the reason(s) for the denial. Both parties agree and understand that during the term of this MOU any budget revisions will require prior written approval by OCII.

For details of City Agency Professional Fees, see Attachments 3 & 4.

Item	Reference	Description	Amount
1	PW Proposal	Project Management & Other Services	\$ 4,132,377
2	PW Proposal	Peer Review Fees	\$ 150,083
3	MTA Proposal	Design & Peer Review Fees	\$ 336,833
4	PUC Proposal	Review Fees	\$ 28,750
		Total:	\$ 4,648,043

2. Additional Project Control fees and services may be contracted through Public Works including as needed services through SFPW consultant pool if requested by OCII. An allowance of **\$1,873,284** is budgeted for the below services:
 - a. Arts Commission review, should OCII choose to informally meet with the commission
 - b. Cost estimating services and cost estimate reconciliation
 - c. Constructability review
 - d. Environmental Site Assessment Phase I and II
 - e. Materials Testing and Special Inspections
 - f. DBI Building, BSM tree removal and tree planting, street improvement and encroachment permits
 - g. Maher Ordinance application fees
 - h. Informal Civic Design Review
 - i. PUC Stormwater Control Plan review fees
 - j. Contract Preparation and Advertisement
 - k. Contract Administration and Contract Monitoring
 - l. City Attorney
 - m. Reproduction and Printing costs
3. Total Project Control Costs (which include professional fees and allowances for as needed consultants, permits and site investigations) is not-to-exceed **\$6,521,327** (See Attachment 4)

VII. ASSUMPTIONS

OCII will be responsible for scheduling presentations, preparing agendas for and conducting meetings, payment of application fees, and securing project approvals from Commissions, regulatory agencies, and community groups including but not limited to the following:

1. Project Planning and Environmental Review, including but not limited to General Plan Referral, Environmental Clearance under the California Environmental Quality Act (CEQA), and other planning reviews or approvals required for the Project;
2. OCII has hired CMG as engineer of record. CMG as engineer of record is responsible for:
 - a. Site and Building Design and design within the Public ROW
 - b. Topographic and civil surveys
 - c. Geotechnical Borings and Reports including percolation tests required for the Stormwater Management Control Plan.

- d. Existing building plans prepared by other members of the design team showing structures, utilities, and subgrade construction on site will be provided, if there are anticipated encroachments into public right-of-way
 - e. Utility Composite Plans
 - f. Summary of Work and Limit of Work Plan for Notice of Intent
- 3. OCII and CMG will present and prepare documents for SF Arts Commission Civic Design review if OCII opts for informal review.
Note: OCII projects are not required to be reviewed by the Arts Commission. Art Enrichment component by the Art Commission Visual Arts Committee is not required for an OCII project.

VIII. EXCLUSIONS AND ADDITIONAL SERVICES

The services and/or tasks listed below are not included in SFPW's scope of work. OCII may request SFPW to include such services and/or tasks as an Additional Service by modification to this Agreement.

- 1. Reproduction services;
- 2. Sea Level Rise Study and Report (not required as confirmed by SFPW Hydraulics Nov 2017);
- 3. Geotechnical reports;
- 4. Landscape site or Building Design;
- 5. Drainage, sanitary sewerage design or ROW drainage;
- 6. Public Outreach, Community Meetings, Public Presentations;
- 7. Project Definition and Project Program: preparation of program and planning documents such as Community Needs Assessment, OCII Plan of Service, OCII Building Program, or Project Program Statement;
- 8. Planning: San Francisco Planning Department General Plan Referral; Notice of Exemption (NOE) from the California Environmental Quality Act; Environmental review and clearance; other planning or environmental review as required for the Project;
- 9. Surveys, indicating site boundaries, utilities, location of structures, topographic information and services associated with surveying;
- 10. Value engineering;
- 11. Services required for re-advertisement of the contract for construction, or to issue addenda, provided the need for such services is not due to error or omission on the part of CMG;
- 12. Civil engineering; non-ADA graphic and signage design; acoustical engineering; interior design; telecommunications; computer & security systems design; traffic surveys and engineering; engineering design of shoring, bracing and underpinning systems;
- 13. SFPW isn't responsible for budget/fee changes made by MTA or PUC in the event that OCII increases the Project's scope;
- 14. Services required for LEED certification and commissioning for green building requirements;

15. Services made necessary by reversals of authorizations, approvals or instructions previously given by OCII staff, OCII Commission, other City authorities or regulatory agencies;
16. Services made necessary by changes in codes, regulations or interpretations during the course of the Project that were not and could not have been anticipated by SFPW and which result in a substantive change to the drawings. SFPW shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes. SFPW shall provide ongoing consultation and advice to OCII regarding anticipated code changes and interpretations that may affect designs in advance of these revisions, in an attempt to avoid later substantive change to drawings;
17. Services made necessary by conflicts between approvals and/or requirements by City agencies;
18. Coordination, management of and/or presentations related to Art Commission required Visual Arts Art Component and Formal Civic Design Review are not included in this contract as OCII projects are understood to be exempt;
19. Comply and complete reporting with adopted Mitigation Monitoring Reporting Plan (MMRP);
20. Services relative to detailed investigation, surveys, valuations, inventories, testing or appraisals of elements including but not limited to existing building and site conditions, the surrounding public ROW, landscaping, facilities, equipment or furnishings, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by others;
21. Services required in connection with construction performed by others that is not part of the Project;
22. Preparing as-built record drawings showing changes and relations in the Work made during construction;
23. Additional services due to changes of scope.

VII. FINANCIAL OVERSIGHT AND AUDITS

SFPW and the OCII agree to the accounting methods and procedures per this MOU which is intended to serve as a guideline for accounting activities and communication by and between OCII and SFPW.

1. **Spending Authority.** OCII has spending authority pursuant the Implementation Agreement, and the approved Recognized Obligation Payment Schedule (“ROPS”) Lines 391 and 425 authorizing funding for the project. OCII funding to be used will come from OCII bond proceeds. SFPW, PUC, and MTA will set-up estimated revenue and expenditure appropriations in the appropriate capital project structure and the City’s Financial System Project chart fields.
2. **Evidence of Funding for Construction.** OCII will demonstrate the full amount of construction funding (construction funding shall include all costs in the construction contract including demolition and hazmat remediation, transportation and disposal costs) and the associated hard cost contingency is set aside for the project construction.

SFPW will set up initial funding to allow for advertisement of bids. OCII will reimburse SFPW in full for encumbrances for the period between advertisement and bid award. Once a construction bid is accepted, OCII will transfer the Total Construction value plus the construction hard cost contingency into an account controlled by SFPW.

3. **Details of Payments & Funding.**
 - a. OCII will provide evidence of secured funds to SFPW such that OCII can reimburse SFPW for all costs agreed to in this MOU, plus the eventual construction contract for the Project.
 - b. All billings, including documents supporting all charges, shall be submitted to OCII on a quarterly basis. Based on approval of the charges, payment to SFPW will be made no later than 30 days of receipt of invoice and supporting documentation. Since this is a reimbursable arrangement, SFPW is required to incur the costs ahead of payment from OCII. SFPW reserves the right to charge OCII for interest expense if appropriate.
 - c. SFPW will initially fund all applications for and payment of fees to utility providers for new and/or modified services during construction and shall be reimbursed by OCII.
4. **Lead Agency.** SFPW will act as the City's lead agency to facilitate coordinated review of Project Reimbursement Applications from MTA and PUC.
5. **Supporting Cost Documentation.** On a quarterly basis, SFPW shall review for accuracy and submit all appropriate support (invoices, timesheets, etc.) for labor and non-labor costs performed by SFPW and other City Departments. SFPW will submit payments to other City Departments within 15 days from approval of the supporting cost documentation.
6. **Financial Recording.** All expenses related to Project are capital in nature. All expenses for the Project will be recorded in the respective Department's project structure and reported to the Controller's Office for proper recording in the City's financial asset records system (FAACS). It is OCII's responsibility to notify the Controller's Office that the Project is completed and can be capitalized as defined by Controller's Office Fixed Assets Defections and Guidelines.
7. **Audits.** SFPW shall make available to the OCII upon request all personnel time records, contractual records, and other records used to justify reimbursement within a reasonable period of time, not to exceed thirty (30) days from the date SFPW receives a written request.
8. **Record Retention.** SFPW will follow the record retention and storage policy as outlined in the Department Procedure 2.1.5.

VIII. INSURANCE

The parties acknowledge and agree that the City and County of San Francisco ("City") self-insures in the areas of general liability, automobile liability and workers' compensation and that such self-insurance shall cover any losses, claims or damages incurred by the City directly or indirectly arising out of or connected with this MOU, and any of SFPW's activities under this MOU, excluding the willful misconduct or negligence of the person or entity seeking to be

defended, indemnified or held harmless. However, at its sole discretion, City may purchase a policy of insurance to cover against any potential exposure to loss under this Agreement. SFPW shall require any subcontractors to maintain insurance in compliance with City Policy.

IX. DISPUTE RESOLUTION

SFPW and OCII agree that this MOU provides a general description and understanding of the services to be provided, and of the schedule and costs associated with these services. The respective managers of SFPW and OCII shall resolve disputes arising out of this MOU expeditiously. In the case of a dispute involving the transfer of monies to SFPW to resolve insufficient funds, a temporary stop date will be placed on the job order preventing SFPW staff from working on the Project until the funds are received. Dispute between expenses incurred by MTA and PUC will be resolved between MTA, PUC, and OCII.

X. ENTIRE AGREEMENT

This MOU sets forth the entire agreement between the OCII and Public Works and supersedes all other prior written or oral provisions.

XI. GOVERNING LAW

All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

XII. SEVERABILITY

The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

XIII. ATTACHMENTS:

- | | |
|---------------|--|
| Attachment 1: | Project Scope of Work Description provided by OCII |
| Attachment 2: | Summary Scope of Work and Professional Fees by San Francisco City Agencies |
| Attachment 3: | Project Control Costs Budget |
| Attachment 4: | OCII, CMG and SFPW MOU Roles and Responsibilities |

Under Ramp Park

Under Ramp Park (“URP” or the “Project”) is located in San Francisco’s South of Market area, beginning south of Folsom Street at Essex Street, and continuing north to Howard Street. URP consists of approximately 2.4 acres and lies predominantly under the Caltrans I-80 off-ramp to Fremont Street, and the TJPA bus ramp serving the Transbay Transit Center (“TTC”). Due to the high density of the Transbay and Rincon Hill neighborhoods, the future TTC, and OCII sponsored development of the 12 blocks adjacent to URP, the Project is expected to be heavily used by commuters, visitors and neighborhood residents. OCII funding for the Project is in place, TJPA will own and manage URP upon completion by OCII, and the East Cut Community Benefits District (“ECCBD”) will be responsible for maintenance and day-to-day operations.

OCII has contracted with Conger Moss Guillard (“CMG”) to prepare the design documents for URP. OCII and CMG are in the process of completing a revised schematic design for URP that will attract all segments of the population and include areas for informal play, walking, biking, adult and youth sports, a dog park, relaxation, areas for events and community programs, and casual dining.

Regarding casual dining, a pavilion structure (“Pavilion”) is planned to be located at the Folsom entrance to URP, and a beer garden/concessions building and open space is planned adjacent to Clementina Street in the center of URP. The URP Pavilion would consist of a two story of approximately 5,500 square feet, with the upper story accessed from Folsom Street. The upper story is planned to include three food kiosks serving park patrons and will include a small indoor seating area. In addition, outdoor seating and tables will be provided outside the food kiosks. The lower story of the Pavilion is located at the same level as the park, and will be used as office space and storage for the ECCBD. Adjacent to the ECCBD office is a flex space conference room that would be used by the ECCBD during the weekdays, and for parties and community meetings on weeknights and weekends.

CMG completed the updated conceptual design for the Project in late 2017. OCII anticipates obtaining schematic design approval by the TJPA Board and OCII Commission in Fall 2018, completing design development in Summer 2019, completing construction documentation in Spring 2020, commencing construction in Summer 2020, with completion by the Spring 2022.

URP MOU ATTACHMENT 2: SUMMARY OF PROFESSIONAL SERVICES SCOPE OF WORK AND FEES

August 13, 2018

Professional Services by San Francisco City Agencies: Public Works (SFPW), Municipal Transportation Agency (SFMTA) and Public Utilities Commission (SFPUC)

Agency	Division	Scope of Work	Budget (incl 3% yearly escalation)
SFPW	Project Management	SFPW Project Manager will oversee and manage the various SFPW departments, SFPUC, and SFMTA to provide the following: • Peer review of A/E Schematic Design documents through 100% Construction Documents (number of peer reviews varies with each PW design discipline); • Disability Access Coordination (PW BDC & IDC DAC); • Peer review of designs within right of way crossings (MTA); • Peer review of street lighting design (PUC); • Division 0 and Division 1 (including Hazmat) specifications to accompany bid package (PW Contract Prep and PW SAR group); • Construction Management (PW BDC & IDC CM); • Material Testing and Inspections (fee proposal to be provided separate from this contract) SFPW Project Manager will assist CMG with obtaining plan comments from City agencies during design, provide guidance and assistance with their submittal of their 95% Construction Document permit review set to City permitting; assist with scheduling permit pre-application meeting; Review of Summary of Work, alternate and bid item descriptions for bid advertisement and assist CMG and OCII in answering questions from bidders after advertisement. SFPW Project Manager will oversee Bid advertisement and solicit bids from contractors and review bid submittals with OCII approval. SFPW Project Manager will solicit and negotiate fee proposals, oversee as needed consultants for environmental site assessment, cost estimating, constructability reviews and construction scheduling and sequencing consultation.	\$1,396,511

		SFPW Project Manager will oversee an as needed cost estimator (Fees associated with as needed consultants will be provided separate from this contract) SFPW Project Manager with OCII's review and approval will provide bid addendums (if necessary), negotiate with contractor prior to award of contract and draft and prepare contract. SFPW Project Manager will continue to coordinate with OCII on budget and schedule progress, and assist OCII to obtain the necessary permits and agreements to proceed with construction. SFPW Project Management Analyst to assist with funding allocations, funding transfers between city departments, budget forecasting, invoicing, payments and monitor expenditures with assistance from PW accounting.	
SFPW	Landscape Architecture	Coordinate and consolidate peer review reports from PW team (Landscape, Architectural, Structural, Streets & Highways Civil Engineers, Hydraulic Engineers and ADA coordinators), MTA and PUC. Coordinate and consolidate responses from MTA, PUC and PW team to inquiries concerning scope and city codes, regulations and/or policy made by CMG design team and/or Project Management during project phases. Provide six (6) total peer reviews of landscape architectural drawings and specifications and cost estimate prepared by others for the URP project at the following milestones: • 100% Schematic Design • 50% Design Development • 100% Design Development • 50% Construction Documents • 95% Construction Documents • 100% Construction Documents Review of both MTA and CMG team's bid documents. Provide assistance to CMG team by providing information and answer questions related to city codes or standards. Attend project meetings during design and construction with the SFPW Project Manager, OCII and CMG design team. (includes five (5) meetings and (5) site visits)	\$17,229

SFPW	Architecture	Provide three (3) total peer reviews of architectural drawings and specifications prepared by others for the URP project at the following milestones: • 100% Schematic Design • 100% Design Development • 50% Construction Documents Attend design peer review meetings with the SFPW Project Manager, OClI and CMG design team. (includes three (3) meetings)	\$9,297
SFPW	Disability Access Coordinator – (IDC)	Provide review (7 total) of design drawings and specifications related to ADA compliance within the public right of way crossings at URP project at the following milestones: • Concept Phase • 100% Schematic Design • 50% Design Development • 100% Design Development • 50% Construction Documents • 95% Construction Documents • 100% Construction Documents Attend meetings to review plan check comments with CMG design team and Project Managers (7 total) Provide accessibility information to design team during design and construction phases (26 hours). Provide IDC DAC sign off for 100% Permit document ADA Compliance. Review of construction submittals and samples for materials in the public right of way. Visit site during construction to provide rough-in inspections for traffic control devices and formwork inspections of construction in the right of way and identify necessary punch list items.	\$31,553
SFPW	Disability Access Coordinator- (BDC)	Provide review (7 total) of design drawings and specifications related to ADA compliance within the buildings and site at URP project at the following milestones: • Concept Phase • 100% Schematic Design • 50% Design Development • 100% Design Development • 50% Construction Documents • 95% Construction Documents	\$21,333

		• 100% Construction Documents Attend meetings to review plan check comments with CMG design team and Project Managers (8 total) Provide accessibility information to design team during design and construction phases (12 hours). Provide BDC DAC sign off of 95% Permit documents and review 100% submittal for ADA compliance approval. Review of construction materials and signage submittals and samples for materials and cut sheets. Visit site during construction to provide rough-in and formwork inspections of both site and building construction.	
SFPW	Streets and Highways (Civil Engineers)	Provide four (4) total peer reviews of civil design layout, grading and drainage plans and specifications for URP project park and ROW crossings at the following milestones: • 100% Schematic Design • 100% Design Development • 50% Construction Documents • 95% Construction Documents • 100% Construction Documents (cursory review) Attend design review meetings with the SFPW Project Manager, OCII and CMG design team. (includes five (5) two hour meetings)	\$14,900
SFPW	Structural and Geotechnical	Provide three (3) total peer reviews of structural drawings and specifications prepared by others for the URP project at the following milestones: • 50% Design Development • 50% Construction Documents • 100% Construction Documents Provide peer review of geotechnical report. Attend design review meetings with the SFPW Project Manager, OCII and CMG design team. (includes three (3) meetings)	\$25,662
SFPW	Hydraulics	Provide four (4) total peer reviews of civil design layout, grading and drainage plans and specifications for URP project park and ROW crossings at the following milestones: • 100% Schematic Design • 100% Design Development	\$10,532

		• 50% Construction Documents • 95% Construction Documents • 100% Construction Documents (cursory review) Review overland flow analysis prepared by others to ensure results meet City codes and standards. Assist Consultant with uploading Notice of Intent and Five Year Paving Plan into Envista/Accela Utility Coordination process including downloading responses received from utility agencies. Attend design review meetings with the SFPW Project Manager, OCII and CMG design team. (includes three (3) meetings)	
SFPW	Site Assessment Remediation	Prepare environmental specifications and review bid and submittals related to environmental issues, in particular hazardous materials. Provide assistance with Maher Ordinance application and coordination with Public Health Department. Coordinate with PW as needed environmental engineering consultant and review Environmental Site Assessment and Soils reports. Construction support includes review of construction submittals, overseeing the field work of PW environmental consultants and provide support for environmental issues during design and construction. Attend meetings during design (13 hours total) and meetings during construction (22 hours total).	\$43,514
SFPW	Contract Monitoring, Division	Prepare non-technical contract specifications (Division 0 and 1), prepare advertisement of contract for bid, and ensure bidders/contractor meet City and applicable OCII requirements for contractual specifications, and assist with preparation of construction contract.	\$30,000
SFPW	Construction Management (IDC) and (BDC)	Construction Management and Inspections of URP buildings, site work and work within the public right of way. Provide construction management services during bid, award, and construction phase and close out period.	\$2,123,346
SFPW		Contingency (15%) for DPW Services	\$558,582
SFPUC		Peer review of layout and design of street lights by others. (estimate based off Folsom street project)	\$25,000
SFPUC		Contingency (15%) for SFPUC Services	\$3,750

SFMTA	Pavement to Parks	Prepare roadway, parking/blue Zone, bike paths, pedestrian crossing, stripping plan and signal design. Provide peer review of bike and pedestrian paths in park and raised crossing design by CMG team. Provide four (4) total peer reviews of civil design layout, grading and drainage plans and specifications for URP project park and ROW crossings at the following milestones: • 100% Schematic Design • 100% Design Development • 50% Construction Documents • 95% Construction Documents • 100% Construction Documents (cursory review that former comments were addressed) Provide assistance to CMG team with Sidewalk Legislation and General Plan and ISCOTT review meetings. Provide review of blue curbs overall at or near project site to help establish requirements for this project. Attend design review meetings with the SFPW Project Manager, OCII and CMG design team. (includes six (6) meetings)	\$292,898
SFMTA		Contingency (15%) for SFMTA Services	\$43,935
		TOTAL	\$4,648,043

URP MOU ATTACHMENT 3: PROJECT CONTROL COSTS BUDGET

8/13/2018

PW Management and Other PW Services Fees (incl 3.73% & 3% yrly esc)	
Project Management	\$ 1,396,511
Construction Management	\$ 2,123,346
Site Assessment Remediation	\$ 43,514
Contract Monitoring Division	\$ 30,000
Subtotal	\$ 3,593,371
15% Fee contingency	\$ 539,006
Total:	\$ 4,132,377
PW Peer Review Fees (incl 3.73% & 3% yrly esc)	
Landscape	\$ 17,229
Architecture	\$ 9,297
Disability Access Coordinator (BDC)	\$ 21,333
Disability Access Coordinator (IDC)	\$ 31,553
Streets and Highways (Civil)	\$ 14,900
Structural and Geotechnical	\$ 25,662
Hydraulics	\$ 10,532
Subtotal	\$ 130,507
15% Fee contingency	\$ 19,576
Total:	\$ 150,083
MTA Design and Peer Review Fees	
SFMTA Liv Str (15% contin and 3% fee esc)	\$ 42,898
SFMTA Signals (allowance based on Transbay Park est)	\$ 150,000
SFMTA Routing (allowance based on Transbay Park est)	\$ 100,000
Subtotal	\$ 292,898
15% Fee contingency	\$ 43,935
Total:	\$ 336,833
PUC review Fees	
SFPUC (Based off Folsom Project)	\$ 25,000
15% Fee contingency	\$ 3,750
Total:	\$ 28,750
City Team Professional Fees:	\$ 4,648,043
Allowances for Project Control Fees and Services	
Arts Commission informal review	\$ 3,000
Constructability review- as needed consultant	\$ 30,000
2 nd cost estimate & reconciliation- as needed consultant	\$ 40,000
Contract Admin 10% fee on As-Needed- Contracts	\$ 30,000
Contract Prep	\$ 30,000
Maher Fees	\$ 6,000
PUC Stormwater Reviews	\$ 12,000
Tree removal and tree planting permit	\$ 3,000
Material Testing Lab and Special Inspection	\$ 530,000
DBI plan check, Demo, Site and Building Permits, USD fees, and BSM Encroachment permits (include state water resource BAQMD)	\$ 800,000
ESA phases I and II	\$ 114,943
SF PW Legal (City Attorney)	\$ 5,000
Reproduction/printing costs	\$ 25,000
Subtotal:	\$ 1,628,943
15% Fee contingency	\$ 244,341
Allowances	\$ 1,873,284
PROJECT CONTROL COST TOTAL	\$ 6,521,327

OCII, CMG and PW MOU ROLES RESPONSIBILITIES

Tasks/Activities	PARTICIPATING PARTIES							
	OCII PM	PW PM	CMG	PW CM	SAR	CON PREP	CON ADM	PW ACCT
A. PROJECT INITIATION								
Obtain necessary funding for the project	P							
Establish overall project budget	P							
Establish overall project schedule	P		X					
Prepare Project Plan/ RFP, including basic program, scope, objectives, budget, and schedule	P	X						
Determine design team disciplines needed, and submit list of all design disciplines included in A/E scope of services, including: architectural, landscape, civil, structural, mechanical, plumbing, fire protection, electrical, fire alarm, security, data, cost estimate, vertical transportation, acoustics, irrigation, streets, hydraulics.	X		P					
Prepare cost proposals for A/E services, for all phases			P					
Provide cost proposals for City Agency Peer Review A/E, PM, SAR, Contract Prep and CM services		P						
Negotiate fees w/ design discipline(s)	P		X					
Prepare final signed, Project MOU for OCII/CMG. Revise Project Plan, Design Team Proposal, Schedule as required.	P	X	P					
Prepare final signed, Project MOU OCII/PW.	P							
Secure and coordinate geotechnical report, site survey, tree assessment and cost estimator	X		P					
Secure and coordinate soils analysis / hazmat report.		X	X		P			
B. PLANNING PHASE (Conceptual Design & Schematic Design)								
Project Kick-Off Site Meeting--all disciplines & Ops	P		X					
Present alt. concepts for review by CAC	P		X					
Provide Operations comments to design team PL	P		X					
Collect and distribute OCII, Caltrans, and TJPA review comments to CMG team. Send CMG written responses back to OCII, Caltrans and TJPA.	P							
Collect and consolidate peer review comments to send to CMG team. Send CMG responses back to peer review team.	P							
Provide written response to OCII, TJPA, Caltrans and Peer review comments and incorporate into design documents			P					
Schedule community meetings	P							
Attend community meetings	P	X	X					
Present at community meetings	P		X					
Meet with regulatory agencies to determine permitting requirements, including DBI, ADA access coordinator, & Planning	X	X	P					
Review record drawings and document existing conditions			P					
Review and comply with City Codes, Regulations, and Guidelines	X	X	P					
Coordinate work of all disciplines included in A/E basic scope of services			P					
Coordinate City Agency PEER review meetings		P						
Coordinate with geotech report, surveyor, cost estimator			P					
Contract with City As-needed consultants for 2nd estimate and reconciliation for 2 phases, Constructability Review, ESA Phase I and II soil/hazmat analysis, Schedule review services		P						
Prepare Conceptual Design submittal documents, including diagrams, study models, assessment reports			P					
Provide cost estimate at Conceptual Design submittal			P					
Prepare phasing options if required	X		P					
Secure OCII Commission approval of concept plan	P							
Prepare presentation materials for OCII Commission	P		X					
OCII website update	P							
Amend MOU (scope, schedule, budget) as required* (*MOU would be amended as required per specific project plan)	P							

OCII, CMG and PW MOU ROLES RESPONSIBILITIES

Tasks/Activities	PARTICIPATING PARTIES							
	OCII PM	PW PM	CMG	PW CM	SAR	CON PREP	CON ADM	PW ACCT
Prepare Schematic Design Submittal documents including a table of contents of anticipated specifications			P					
Provide cost estimates at Schematic Design submittal			P					
Participate in cost reconciliation meetings	X	X	P					
SAR prepare SWPPP specs (Civil Engineer and Landscape Arch to review and comment)			X		P			
Determine and coordinate/complete applications for new utility services if required.	X	P						
Provide UPDATED cost estimate at FINAL Schematic Design submittals			P					
C. DESIGN PHASE (Design Development & Construction Document Phases)								
Monitor project schedule	P	X	P					
Monitor project expenditures	P	X						
Monitor project expenditures of City agencies and as needed consultants		P						
Issue notice of change for scope, budget and schedule as change occurs	P							
Schedule & conduct project team meetings	P							
Schedule & conduct design team meetings			P					
Prepare 50% & 100% Design Development Submittal Documents			P					
Prepare cost estimates at 100% Design Development Submittals			P					
Prepare 50% CD Submittal Documents (Include updated Cost Estimate at this phase)			P					
Identify and incorporate design alternates	X		P					
Prepare 95% CD Submittal Documents			P					
Prepare cost estimates at 95% Submittal			P					
Participate in cost reconciliation meetings	X	X	P					
Provide Operations comments to design team PL	P							
Collect and distribute OCII, Caltrans, and TJPA review comments to CMG team. Send CMG written responses back to OCII, Caltrans and TJPA.	P							
Collect and consolidate peer review comments to send to CMG team. Send CMG responses back to peer review team.		P						
Provide written response to OCII, Caltrans, TJPA and Peer review comments and incorporate into design documents			P					
Coordinate with as needed consultants including haz mat and incorporate drawings into bid set		X	P		X			
Conduct constructability review of drawings, specifications, estimates, & schedules			X	P				
Prepare Divisions 0 & 1 specs			X			P		
Conduct and participate in third party constructability review meetings	X	X	P	X				
Obtain environmental and planning agency approvals	P							
Secure building permits			P					
Provide funding to secure building permits, other city permits and fees such as storm water application review. Assist setting up ADA reviews and regulatory meetings and coordination with City departments, and help obtain information needed from City or Client. (OCII to reimburse PW of all permit and application fees)	P	X						
Prepare and submit PUC storm management water control application and drawings and any other required reviews to SFPUC. Secure final approval from PUC.			P					
Prepare 100% Permit/ Bid Documents. Get final approval signatures for advertisement (professl. stamp; ADA Coordtr., all regulatory approvals)			P					
Prepare construction staging plan	X	X	P	X				

OCII, CMG and PW MOU ROLES RESPONSIBILITIES

Tasks/Activities	PARTICIPATING PARTIES							
	OCII PM	PW PM	CMG	PW CM	SAR	CON PREP	CON ADM	PW ACCT
Request transfer of funding for advertisement & construction	P	X						
Archive as-bid drawings, specifications, and bid documents	X	X	X			P		
D. Advertisement & Award								
Deliver electronic copy of Drawings, Specs and Estimates to Contract Prep for advertising. These should be collated and reviewed against Drawing Index and Table of Contents (Specifications).			P					
Submit final bid package to Contract Admin. for advertisement		X	P			X		
Prepare advertisement for bids	X	X			X	P		
Submit proof of funding for advertisement	P					X		
Perform outreach to interested bidders		P						
Conduct pre-bid meeting	X	P	X			X		
Answer questions from bidders during bid phase	X	P	X			X		
Prepare and issue addenda if needed		X	X			P	X	
Review bids	X	X	X				P	
Resolve bid protests	X	X					P	
Obtain approval from HRC prior to award of contract		X					P	
Monitor time for award. Bids are valid if awarded within 90 days.		X					P	
Obtain OCII Commission approval to award contract /reject bids	P						X	
Request award; verify funding available. Submit funds for contract award	P	X					X	
Adjust project plan (scope, schedule, budget) & refine cost proposal for construction phase as required.	P			X				
E. Construction Phase								
Conduct pre-construction conference	X	P		X				
Review schedule of values	X	X	X	P				
Conduct progress meetings	X		X	P				
Document weekly construction meetings				P				
Perform construction observation & coordinate special inspections				P				
Review submittals, shop drawings, RFIs and contractor as-builts			X	P				
Prepare Supplemental instructions, clarifications, and sketches as required			X	P				
Conduct site visits and make observations on work			X	P				
Conduct weekly inspections of work and check for conformance to contract documents				P				
Periodically review contractor record document set for current and thorough record of changes to work				P				
Monitor construction contract & schedule	x	X		P				
Negotiate & prepare change orders	x	x		P				
Approve change orders	P	X		P				
Approve progress payments (OCII needs to review and sign Progress payments before CM submits)	P	X		P				
Resolve construction issues (always inform OCII PM)	X	X		P				
Establish and track substantial & final completion dates per the contract.	X	X		P				
Submit completion certificates				P				
Prepare punch list and verify items completed by contractor			X	P				
Cooperate and coordinate with building commissioning agent when required				P				
Conduct closeout walk through with Operations, provide additional punch list comments to PW/CM				P				
Secure affidavit of release of liens/ stop notices, affidavit of payment, consent of surety from contractor				P				
Submit GC as-builts to PW Contract Prep & OCII PM; and O&M Manuals & Warranty info to OCII PM				P		X		
Provide warranties, manuals to OPS				P				
Submit closeout documents to PW Accounting				P				

OCII, CMG and PW MOU ROLES RESPONSIBILITIES

Tasks/Activities	PARTICIPATING PARTIES							
	OCII PM	PW PM	CMG	PW CM	SAR	CON PREP	CON ADM	PW ACCT
Schedule maintenance period site visits as required within warranty period.	P							
F. Financial Management of City Agency work								
Process all financial transactions related to respective departmental FPS transactions	X	P						X
Make all payments related to City fees, Construction and As-needed Consultant City contracts, etc.	X	P						X
Coordinate with Controller on GASB 34 capitalization issues	X	P						X
Prepare analytical reviews & financial reports related to City Agency and as-needed Consultant and Construction Contract	X	P		X				X

ABBREVIATIONS**OCII PM:** Office of Community Investment and Infrastructure Project Manager**PW PM:** Public Works Project Manager**CMG:** Conger Moss Guirard Landscape Architecture (Project Lead)**PW CM:** DPW Construction Management**CON PREP:** Contract Preparation**CON ADM:** Contract Administration**PW ACCT:** DPW Accounting**TYPICAL PROJECT PHASES - Public Works****100% SCHEMATIC DESIGN****50% DESIGN DEVELOPMENT****100% DESIGN DEVELOPMENT****50% CONSTRUCTION DOCUMENTS****95% CONSTRUCTION DOCUMENTS****100% CONSTRUCTION DOCUMENTS****BIDDING & NEGOTIATION****CONSTRUCTION ADMINISTRATION**

EXHIBIT MAPDECEMBER 2002
(REVISION: 4/02/03)

SCALE: NONE

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION
AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT 4

SHEET 1 OF 6

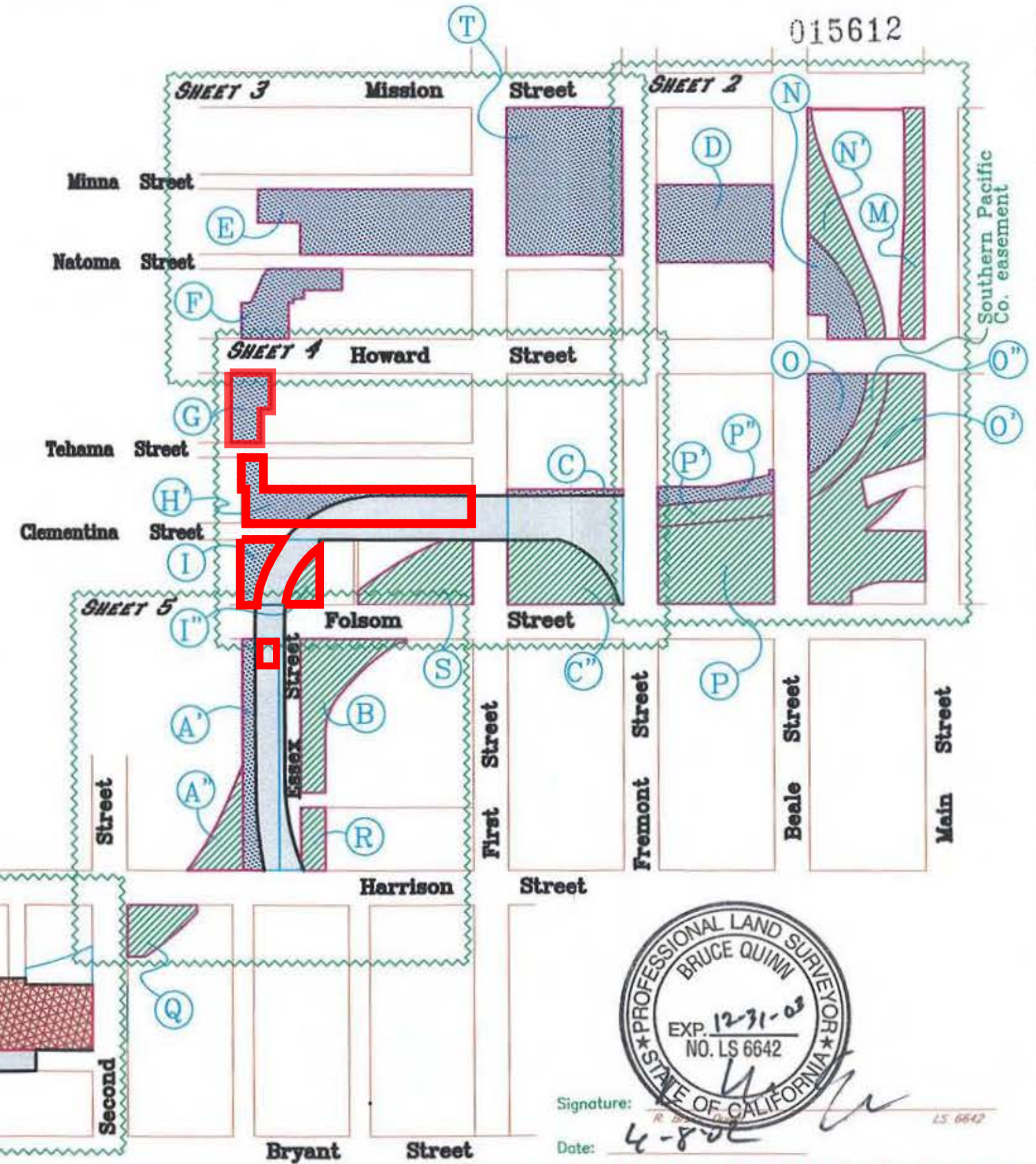
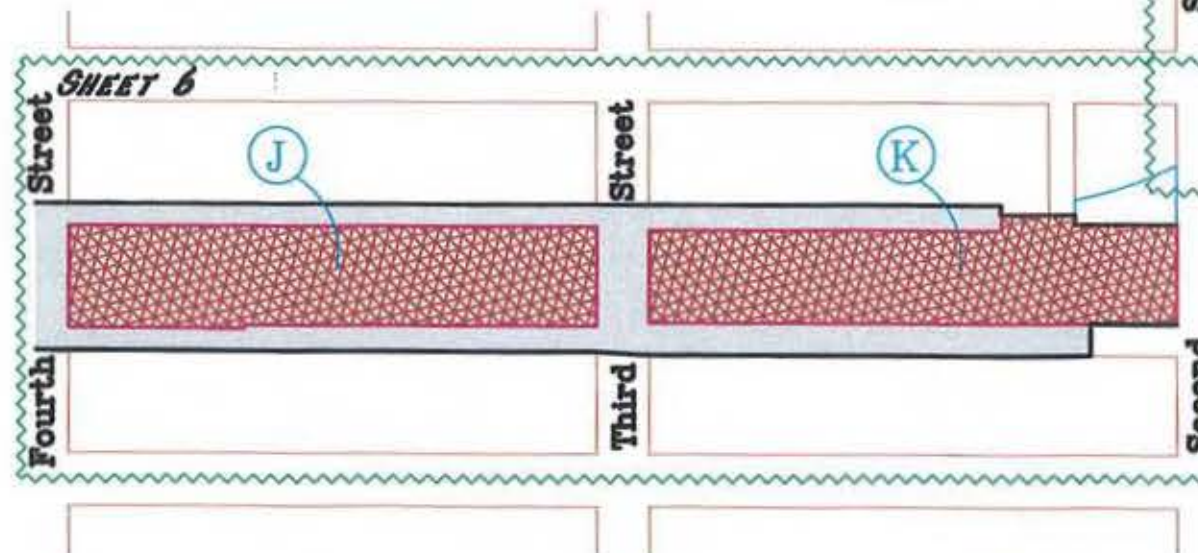
PARCEL LEGEND

-  STATE OWNED PARCELS TO BE TRANSFERRED TO THE CITY AND COUNTY OF SAN FRANCISCO
-  STATE OWNED PARCELS TO BE TRANSFERRED TO THE TRANSBAY JOINT POWERS AUTHORITY
-  STATE OWNED PARCELS TO BE LEASED TO GOLDEN GATE BRIDGE, HIGHWAY, AND TRANSPORTATION DISTRICT ("GGBHTD") AND THE AUTHORITY FOR BUS STAGING AND PARKING
-  STATE OPERATING RIGHT OF WAY

PARCEL INFORMATION

PARCEL NO.	APN
A'	3749-052
A"	3749-052
B	3749-064
C	3737-005,-012,-027
C'	3737-005,-012,-027
D	3719-003
E	3721-006
F	3721-015A
G	3736-089
H	3736-007
I	3736-018
I'	3736-018
J	3762-004
K	3763-112
L	3718-027
M	3718-025
N	3718-025
O	3739-008
O'	3739-008
P	3739-008
P'	3738-004
P''	3738-004
Q	3738-004
R	3764-068
S	3749-061
T	3736-120
T'	3720-001

NOTE: This map is for exhibit purposes only and is not for the intent of interpreting legal boundary rights and parcel areas

Signature: 

Date: 4-8-02

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION FROM EXISTING RECORDS IN THE OFFICE OF RIGHT-OF-WAY ENGINEERING.

