

121-0012018-002

Agenda Item **No. 5(a)**
Meeting of June 19, 2018

MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Nadia Sesay, Executive Director

SUBJECT: Approving, pursuant to the Transbay Implementation Agreement, a Third Amendment to the Contract with Conger Moss Guillard Landscape Architecture to complete design and construction administration for the Folsom Streetscape Improvements by increasing the not-to-exceed amount by \$667,969, for a total maximum aggregate amount of \$4,420,106; 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 Manager hired by the San Francisco Office of Community Investment and Infrastructure ("OCII"), with bidding and construction of the Folsom Street Improvement Project ("FSIP" or "Project"), Under-ramp Park ("URP"), and Essex Street. Since 2011 the OCII Commission has approved two 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.

CMG has completed all of the design work for the FSIP and assisted SFPW through the bid and contracting phases which required the following scopes of work not currently included in the Contract:

- A. Due to the impact the FSIP will have on Transbay area private and public facilities and structures, CMG was required to extend its Construction Documentation ("CD") work schedule to 42 months compared to the nine month schedule in the Contract.

Mark Farrell
MAYOR

Nadia Sesay
EXECUTIVE DIRECTOR

Marilyn Mondejar
CHAIR

Miguel Bustos
Mara Rosales
Darshan Singh
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- B. SFPW required an additional CD plan set submittal at 95% completion for review and comment by City agencies.
- C. CMG assisted OCII obtain a Street Tree Removal Permit from the City for 35 existing trees impacted by the FSIP.
- D. Total retroactive payment for the above described services is \$407,649.

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

- A. Assist OCII sponsored Block Developers with design of the public streetscape improvements adjacent to their properties. Estimated cost is \$80,000 and will be reimbursed by the Block Developers.
- B. Provide two additional bid addenda. Estimated cost is \$79,120.
- C. CMG is responsible for providing 12 months of construction administration services to assist SFPW during the construction of the Project, however, the current SFPW construction schedule for the FSIP is 20-24 months. Estimated cost is \$101,200.
- D. Each of the new services authorized under this amendment will be billed as time and material up to a total not-to-exceed amount of \$260,320.

The existing Contract with CMG is in the amount of \$3,752,137 of which \$2,685,000 has been spent to date. Combining the costs for new services (\$260,320) with the expenses for previous services rendered (\$407,649), this amendment authorizes an increased budget of \$667,969. The revised Contract amount including the Third Amendment is \$4,420,106. This Third Amendment also extends the term of the Contract five years to June, 2023 (See Attachment 1 – Third Amendment).

Staff recommends approval, pursuant to the Transbay Implementation Agreement, of the Third 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 ("TTC") 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 Transbay Joint Powers Authority ("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 ARUP North America, SBCA Tree Consulting, Dino Viale Irrigation Design, Inc., and Martin M. Ron Associates, Inc. as sub-consultants ("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 and Essex Streets. Through a series of public workshops and CAC meetings, as well as extensive research and analysis, the Design Team prepared detailed conceptual designs for URP and Schematic Designs for the FSIP, both of which were approved by the OCII Commission ("Commission") at its June 4, 2013 meeting.

The FSIP Schematic Designs prepared by CMG and approved by the Commission on June 4, 2013 include widened sidewalks with a double row of trees on the north side of the street, matched by a single row of the same species on the south side of the street. The sidewalk paving will be a combination of granite setts perpendicular to the Folsom Street frontages, and saw cut colored concrete. In order to slow traffic and make Folsom Street pedestrian-oriented, bulb-outs will be added to each intersection. Modern concrete and steel benches, sleek trash receptacles, new streetlights, extensive landscape, and bike racks will be installed throughout the length of the FSIP and significant attention has also been paid to the plantings in the rain gardens to be resilient and aesthetically pleasing.

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 required to complete designs 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 pavilion 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.

The proposed infrastructure work will complement the new residential development along Folsom Street to provide tax increment to be used for construction and operation of the TTC. The OCII sponsored Blocks 1, 8 & 9 located along the north side of Folsom Street have designed their sidewalk improvements to match the design of the FSIP improvements and will be completed at the same time as the FSIP improvements. A majority of the sidewalk on the south side of Folsom Street will receive the full spectrum of improvements outlined. Additionally, the entire Folsom Street right-of-way will be reconfigured to accommodate travel lanes, bike lanes, and widened sidewalks.

The construction of the FSIP will be managed by SFPW through a Memorandum of Understanding between OCII and SFPW, which was approved by the Commission in September 2013. The MOU with SFPW outlines the professional services required to design and construct the FSIP and, to date, the Commission has authorized

SFPW to proceed with services up to 100% CD, bidding, and contracting. Concurrent with the Commission's consideration of the CMG amendment, Staff will present to Commission an amendment to the MOU with DPW to provide services to assist OCII with constructing the FSIP.

In December 2017 SFPW issued a Request for Bids from general contractors for construction of the FSIP. SFPW received three bids and the lowest bid was submitted by Mitchell Engineering and they were chosen by SFPW to be the general contractor for the FSIP. The current schedule is for construction of the FSIP to begin in September 2018 with construction anticipated to take 20-24 months.

The Contract and the construction of the FSIP will be funded with existing proceeds from bonds issued by OCII. Additionally, the OCII sponsored Block Developers will construct required streetscape improvements for their projects themselves and upon completion will be reimbursed up to specific amounts pursuant to the relevant Disposition and Development Agreements.

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 URP and Folsom Street. Although all OCII sponsored Block Developers are required to maintain their adjacent streetscape, all developments on the publicly-owned parcels were required to join the CBD to ensure proper care of the public and private infrastructure improvements. The CBD Board of Directors is responsible for hiring the proper maintenance team to care for Folsom Street.

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

DISCUSSION

CMG Contract Amendment

Previously Completed Work

To date CMG has completed all design and bid documentation and contracting tasks for the FSIP. The FSIP designs previously required additional services that were not included in the Contract scope of services. The Contract allows for OCII staff to shift funds between the various scopes, provided that the total Contract amount is not exceeded. OCII staff shifted funds from the Essex Street design funds to the FSIP work to keep the Project moving forward. Work previously provided by CMG for the FSIP is included as part of the Third Amendment and is summarized below:

- A. The Contract between OCII and CMG provided for a maximum of 9 months for design services during the CD phase. Due to the impact the FSIP will have on Transbay area City maintained improvements, private utilities, adjacent OCII sponsored Block Developer projects under construction, and existing buildings, more than a dozen agencies were required to provide technical design information, review and comment on the FSIP plans, requiring a substantially extended work schedule for CMG.
 1. During the CD phase for the FSIP, CMG worked 42 months compared to the maximum 9 months in the existing Contract. As a result, CMG provided additional services that exceeded the existing

Contract scope of services for design coordination, plan review and revisions, comments, issuance for bid, and SFPW required an additional CD plan set submittal at 95% completion for review and comment by City agencies.

- B. During the FSIP CD phase, OCII was required to obtain a Street Tree Removal Permit from the San Francisco Bureau of Urban Forestry ("BUF") for 35 existing trees on Folsom Street impacted by the proposed improvements. BUF had previously agreed to the removal and replacement of all existing trees on Folsom Street. The change in direction required CMG to re-work the design documents and to redo the previously completed arborist assessment. In addition to the re-work, CMG provided presentations for two staff level reviews and one official public tree removal hearing.
- C. Total retroactive payment for the above described services is \$407,649.

Additional Work

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

- A. Developers of the various Transbay Blocks (Blocks 1, 5, 8, 9) currently under construction frequently request for OCII and CMG to provide information and review related to the public streetscape improvements adjacent to their properties. These tasks are estimated to cost \$80,000, and will be billed as time and material and reimbursed by the Block Developers.
- B. The Contract included one bid addenda required by SFPW during the general contractor bid process for the FSIP. A not-to-exceed contingency of \$79,120 is included in this amendment for two additional bid addenda. The time for this work will be billed as time and material.
- C. The Contract included a 12 month construction schedule for FSIP and CMG is responsible for providing Construction Administration services to assist SFPW during the construction of the Project. The current SFPW construction schedule for the FSIP is 20-24 months. Therefore, a not-to-exceed contingency amount of \$101,200 is included in this amendment for additional Construction Administration services should they be required. The time for this work will be billed as time and material.
- D. The new services amount authorized under this amendment is \$260,320.

The existing Contract with CMG is in the amount of \$3,752,137 of which \$2,685,000 has been spent to date. When the expenses for previous services rendered (\$407,649) are combined with new services (\$260,320) this amendment authorizes an increased budget of Six Hundred Sixty Seven Thousand Nine Hundred and Sixty Nine Dollars (\$667,969). The revised Contract amount including the Third Amendment is \$4,420,106. This Third Amendment also extends the term of the Contract five years to June, 2023.

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

OUTREACH

There have been approximately 15 past public outreach meetings for the Project including the OCII Commission, Transbay CAC (5), SF Arts Design Review, South of Downtown Activation (2), and SFPW public meetings (6).

NEXT STEPS

August 2018: SFPW award contract with General Contractor

September 2018: Begin construction

May – September 2020: Anticipated completion of construction

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Approval of the Third Amendment with CMG authorizes feasibility and planning studies and is therefore exempt from environmental review pursuant to the California Environmental Quality Act Guidelines Section 15262.

(Originated by Shane Hart, Project Manager, Transbay)

A handwritten signature in blue ink, appearing to read 'Nadia Sesay', with a long, sweeping horizontal stroke extending to the right.

Nadia Sesay
Executive Director

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

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

THIRD AMENDMENT TO THE PERSONAL SERVICES CONTRACT

This THIRD AMENDMENT (“Third Amendment”) TO THE PERSONAL SERVICES CONTRACT (“Contract”) is entered into as of June 19, 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”), 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 (\$2,479,808.00) 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 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: 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. CMG has completed 100% Construction Documentation for the FSIP and has expended two million five hundred fifty nine thousand one hundred and forty seven dollars (\$2,559,147) or 68% of the current Contract amount of \$3,752,137.
- E. The Contract between OCII and CMG provided for a maximum of 9 months for design services during the Construction Documentation phase. Due to the impact FSIP will have on Transbay area City maintained improvements, private utilities, adjacent OCII sponsored Block Developer projects under construction, and existing buildings, more than a dozen agencies were required to provide technical design information, review and comment on the FSIP plans, requiring a substantially extended work schedule for CMG.
 - 1. During development of the 100% Construction Documentation for the FSIP, CMG worked 42 months compared to the maximum 9 months in the existing contract. As a result, CMG provided additional services that exceeded the existing Contract scope of work for design coordination, plan review and revisions, comments, issuance for bid, and DPW required an additional Construction Documentation plan set submittal at 95% completion for review and comment by City agencies.
- F. During the FSIP Construction Documentation phase, OCII was required to obtain a Street Tree Removal Permit from the San Francisco Bureau of Urban Forestry ("BUF") for 35 existing trees on Folsom Street impacted by the proposed improvements. BUF had previously agreed to the removal and replacement of all existing trees on Folsom Street. The change in direction required CMG to re-work the design documents and to redo the previously completed arborist assessment. In addition to the re-work, CMG provided presentations for two staff level reviews and one official public tree removal hearing.
- G. Total retroactive payment for the above described services is \$407,649.
- H. In addition to payment for the services described above, this amendment authorizes additional design services as follows:
 - 1. Developers of the various Transbay Blocks (Blocks 1, 5, 8, 9) currently processing construction plans frequently request for OCII and CMG to provide information and review related to the public streetscape improvements adjacent to their properties. These tasks are estimated to cost \$80,000, will be billed as time and material and reimbursed by the Block Developers.

2. The Contract included one bid addenda required by DPW during the General Contractor bid process for the FSIP. A not-to-exceed contingency of \$79,120 is included in this amendment for two additional bid addenda should they be required. The time for this work will be billed as time and material.
3. The Contract included a 12 month construction schedule for the FSIP and CMG is responsible for providing Construction Administration services to assist DPW during the construction of the project. The current DPW construction schedule for the FSIP is 20-24 months. Therefore, a not-to-exceed contingency amount of \$101,200 is included in this amendment for additional Construction Administration services should they be required. The time for this work will be billed as time and material.
- I. The new services authorized under this amendment will cost \$260,320. When combined with the expenses for previous services rendered (\$407,649) this amendment authorizes an increased budget of Six Hundred Sixty Seven Thousand Nine Hundred and Sixty Nine Dollars (\$667,969). The revised Contract amount including the Third Amendment is \$4,420,106.
- J. The expenditure for the Third 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 #03".
2. Section 2. TIME OF COMPLETION is deleted in its entirety and replaced with the following:

"Completion of this Contract shall be June 28, 2023."
3. 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 \$667,969 to a maximum aggregate amount payable under this Contract of Four Million Four Hundred Twenty Thousand One Hundred and Six Dollars (\$4,420,106.00). 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."

4. The following Miscellaneous provisions apply to this Third Amendment:
- a. Incorporation. This Third 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 Third Amendment and the Contract, the provisions contained in this Third 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 Third 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 Third 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 Third 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 Third 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 Third Amendment shall be litigated in courts located within the County of San Francisco, State of California.
 - f. Integration. This Third Amendment contains the entire agreement between the parties with respect to the subject matter of this Third Amendment. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded by this Third Amendment. No prior drafts of this Third Amendment or changes from those drafts to the executed version of this Third 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 Third Amendment.

- g. Effective Date. Each of the modifications set forth in this Third 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 Third 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

CMG Landscape Architecture, a
California Corporation

By: _____
Scott Cataffa
Principal

Federal Tax Identification No. 94-3371721

APPROVED AS TO FORM:

By: _____
James Morales
Agency General Counsel



Landscape

Architecture

EXHIBITS FOR AMENDMENT 3

Amendment 3-Exhibit A: Scope of Services

Amendment 3-Exhibit B: Additional Service Request #03



AMENDMENT 3-EXHIBIT A: SCOPE OF SERVICES

Project Areas:

The open space will be defined as distinct project areas, as shown on Exhibit D in the original contract proposal. 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 Essex Street is anticipated to be reconfigured pending an approved lane configuration as part of the Central SOMA EIR.

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.

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 3A: Oscar Park North, including south side of Clementina Street, between Oscar Park & First Street: areas include ground level spaces under the existing Fremont off-ramp and Transbay bus-ramps between Folsom, Howard, and First Streets. CMG and its team of sub consultants will provide full design, construction documentation, and construction administration services.

Area 3B: Oscar Park South: areas include ground level spaces under existing Fremont off-ramp and Transbay bus ramps between Harrison and Folsom Streets and the west side of Essex Street between Harrison and Folsom Streets. CMG and its team of sub consultants will provide full design, construction documentation, and construction administration services for those areas identified in the CCII approved Concept Design dated June 04, 2013.

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.



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)
2. Design of all hard and soft scape areas within the zones identified in Amendment 1 Proposal-Exhibit D. (Revised 08.21.2013)
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 (SWPP).
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. Inclusion of potential locations for public art in the site design and coordination with SFAC staff of for artist selection. Coordination of public art fabrication, construction, and installation is not included.
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 5,500 square foot “core and shell” Park Pavilion. The primary structure and the exterior envelope will be constructed as part of this scope. Future tenant may include restaurant, café, retail, and office and may range from 1 to 3 tenants. Design, documentation, and construction administration services are provided for the core and shell of

the entire structure, public restrooms (1 men's and 1 women's and possibly one family/unisex), and park maintenance storage facilities. The Pavilion will support a landscape roof terrace as part of the park design. The Architect's scope includes waterproofing.

24. Interior wall finishes and fixture specifications will be limited to the maintenance storage room and public restrooms.
25. Fit-out of the tenant spaces will be designed and implemented by others in (a) separate project(s).
26. An allowance will be made in the core and shell MEP design to accommodate one full-service restaurant as a future tenant. Complete Mechanical, Electrical, and Plumbing (MEP) design services for core and shell design of Park Pavilion from SD through CA. MEP design will include design of cooling plant, heating plant, electrical system, plumbing system, and Fire Protection system to serve the building. 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.
28. Lighting design for the restrooms, the maintenance storage room, and support spaces on the interior, and façade lighting and outdoor terrace area lighting on the exterior.
29. Civil Engineering services for the Park Pavilion include the design of new utilities required to serve the pavilion and show points of connection for potable water, storm drain, sanitary sewer, electrical, natural gas and communications. 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 pavilion. 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 at SD, 50% DD, 100% DD, 50% CD, and 100% CD.
32. Coordination of mechanical or passive lighting and ventilation is limited to the public restrooms 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.

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 DPW acting as Construction Managers for all three 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 & 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 3A.
10. A separate NOI and SWPPP will be required for Area 3A 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 systems.
13. The Pavilion will be issued as part of the Oscar Park (Area 3A) package; it will not have its own discrete design package for construction.
14. The 50% 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 permit-award set.
15. 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.
16. We understand there is no need for emergency power for the pavilion.
17. We will participate in Value Engineering (VE) during the SD and DD phases. No VE scope is assumed after the DD phase.
18. OCII will provide comments within one month of receipt of each submission.

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.
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.
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.
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.
21. Environmental engineering and support.
22. Traffic signal design.
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 Title 24 or ASHRAE 90.1 compliance studies and energy modelling
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 a drawing set for the existing structures
33. Tenant improvement design.
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.

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 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 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: Department of Public Works (DPW), 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.

- 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, 3A, and 3B 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 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. 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.*
- 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 CCII for Concept Design Approval and authorization to proceed to Construction Documentation.
- 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, the Department of Public Works (DPW) 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, DPW, 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 (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. 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.
 - h. Cost estimate at the end of Schematic Design. 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. The cost estimate will be broken down by project area (1, 2A, 2B, and 3A).
 - i. The Design Team will prepare for and attend the following meetings during Schematic Design:
 - i. Internal design meetings held approximately every month (6 meetings total).
 - ii. Design review meetings with OCII, the Department of Public Works (DPW) and the Planning Department held approximately every month (6 meetings total).
 - iii. Two SD Review meetings with the TASC (2 meetings total).

- iv. Two meetings (Areas 1/3A and Area 2A/2B) with Caltrans and the TJPA design team to coordinate with the ramp design (2 meetings total).
- v. Two meetings (Areas 1/3A and Area 2A/2B) with SFPUC to coordinate storm drainage, sanitary sewer and water designs (2 meetings total).
- vi. Two meetings (Areas 1/3A and Area 2A/2B) with the Pacific Gas & Electric Company (PG&E) to coordinate electric and gas utilities (2 meetings total).
- vii. One design review / hearing with the SFAC Civic Design Committee for Phase 1 approval of Area 2 (1 meeting total).
- viii. Two public art coordination meetings with SFAC staff (2 meetings total).

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.
- 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 3A).
- h. The Design Team will prepare for and attend the following meetings during Design Development:
 - i. Internal design meetings held approximately every month (10 meetings total).
 - ii. Design review meetings with OCII, DPW and the Planning Department held approximately every month (7 meetings total).
 - iii. One DD Review meeting with the TASC (1 meeting total).
 - iv. One meeting with Caltrans and the TJPA design team to coordinate with the ramp design (1 meeting total).
 - v. One meeting with Mayor's Office on Disabilities (MOD) design team to coordinate with the park/sidewalks design (1 meeting total).
 - vi. One meeting with SFPUC to coordinate storm drainage, sanitary sewer and water designs (1 meeting total).
 - vii. One meeting PG&E to coordinate electric and gas utilities (1 meeting total).
 - viii. Two design review / hearings with the SFAC Civic Design Committee for Phase 2 approval of Area 2 and Area 3A combined (2 meetings total).
 - ix. Two public art coordination meetings with SFAC staff (2 meetings total).



- i. The Design Development Phase for Area 2A/2B shall be 9 months and Area 3A 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.
 - 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 3A).
 - d. Division 1 specification research and preparation 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 3A and Area 2A/2B), (2 meetings total).
 - iv. Three SFRA Commission Design review hearings for Area 3A and Area 2A/2B (3 meetings total).
 - v. Two meetings (Area 3A and Area 2A/2B) with Caltrans and the TJPA design team to coordinate with the ramp design (2 meetings total).
 - vi. Two meetings (Area 3A and Area 2A/2B) with SFPUC to coordinate storm drainage, sanitary sewer and water designs (2 meetings total).
 - vii. Two meetings (Area 3A and Area 2A/2B) with the Pacific Gas & Electric Company (PG&E) to coordinate electric and gas utilities (2 meetings total).
 - viii. Two design review / hearings with the SFAC Civic Design Committee for Phase 3 approval of Area 3A and Areas 2A/2B combined (2 meetings total).
 - ix. Three meetings with OCII, BUF and/or SFPW to review tree removals for Area 2A/2B.
 - x. One BUF Tree Removal Hearing for Area 2A/2B.
 - f. The Construction Phase for Area 2A/2B shall be 42 months and Area 3A shall be 11 months.
- 6. Bid:** 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 3A.
- a. The Design Team will review and assist in the evaluation of bids, including meetings and interviews with Contractors.
 - b. Attend one pre-bid meeting.
 - c. Prepare contract document Addenda (three maximum).



d. 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). The Design Team will assist SFPW as-needed during the Construction Administration phase. 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 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 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. Each Construction Administration Phase shall be 24 months.



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

Project Name: Transbay Redevelopment Area

Project Numbers: SFRA 1101.3, 1101.6

Date: 04/10/2018

Exhibit B: Additional Service Request #03

ASP Item	Description	Billing Type	CMG	ARUP	Dino Viale Irrigation	SBCA Arborist	Total
	SFRA 1101.3: CD Phase Extension 1. CD Phase extension is for the excess 42 months of CD phase and the addition of 95% Submittal to the scope.		\$ 213,016	\$ 263,556	\$ 1,600	\$ -	\$ 478,172
	Applied Discount		\$ 51,508	\$ 32,578	\$ -	\$ -	\$ 84,086
A	Subtotal Task A	Lump Sum	\$ 161,508	\$ 230,978	\$ 1,600	\$ -	\$ 394,086
	SFRA 1101.3: BUF Street Tree Removal Hearing and Schedule Delays. This line item is requesting an allowance for design, presentations, and meetings to address coordination and/or design changes related to the BUF street tree removal hearing process and will be billed on an hourly basis.	Lump Sum	\$ 12,263	\$ -	\$ -	\$ 1,300	\$ 13,563
B							
Payments made for Retroactive Services (Items A-B) SUBTOTAL			\$ 173,771	\$ 230,978	\$ 1,600	\$ 1,300	\$ 407,649
	SFRA 1101.3: Bid Phase Extension. Current Bid Scope includes (1) Bid Addendum. SFPW anticipates that there could be up to (3). This line item adds (2) additional addenda to the Bid Scope to cover the anticipated (3) addenda. CMG fee includes \$4,000 in reimbursable cost for (2) additional document prints.	Time and Material	\$ 41,500	\$ 37,620	\$ -	\$ -	\$ 79,120
C							
	SFRA 1101.3: Construction Administration Phase Extension. Original 2011 Agreement accounted for a 12-month Construction Phase. SFPW estimates the Construction Phase will be 24-months. This contingency will be billed hourly as-needed through the CA Phase.	Time and Material	\$ 60,000	\$ 40,000	\$ 1,200	\$ -	\$ 101,200
D							
	SFRA 1101.6: Block Developer Coordination. We are requesting additional Developer Coordination fees. Fees will be shared with CMG's sub-consultants as-needed.	Time and Material	\$ 80,000	\$ -	\$ -	\$ -	\$ 80,000
E							
Additional Services (Items C-E) SUBTOTAL			\$ 181,500	\$ 77,620	\$ 1,200	\$ -	\$ 260,320
AMENDMENT 3 (Items A-E) TOTAL			\$ 355,271	\$ 308,598	\$ 2,800	\$ 1,300	\$ 667,969

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
CURRENT CONTRACT TOTAL	\$ 3,752,137
TOTAL Contract Amendment 3 Requested Fees	\$ 667,969
REVISED CONTRACT TOTAL	\$ 4,420,106.00