

MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Nadia Sesay, Executive Director

SUBJECT: Authorizing, pursuant to the Transbay Implementation Agreement, a Third Amendment to the Memorandum of Understanding with the City and County of San Francisco, acting through its Department of Public Works to increase funding in an additional amount not to exceed \$17,966,556 for an aggregate total not to exceed \$19,079,347 for the Transbay Folsom Street Improvement Project that is within the scope of the Transit Center District Plan Project approved under the Final Environmental Impact Report Transit Center District Plan and Transit Tower ("FEIR"), a Program EIR, and is adequately described in the FEIR and its addendum 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 adopted the Transbay Redevelopment Plan to redevelop the Transbay Redevelopment Project Area ("Project Area") and to generate funding from the development on 10 acres of State-owned property for the construction of the new Transbay Transit Center ("TTC"). The Transbay Redevelopment Project Area Implementation Agreement ("Implementation Agreement") is an enforceable obligation which requires 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 ("Concept Plan") identified the Transbay Folsom Street Improvement Project as the main infrastructure project to contribute to the success of the new neighborhood surrounding the TTC. The portion of Folsom Street within the Project Area is located between the western edge of the TJPA bus ramp and Spear Street ("Project") and, per the Implementation Agreement, is the responsibility of OCII.

In July 2011, the Redevelopment Agency of the City and County of San Francisco ("Former Agency") entered into an agreement with CMG Landscape Architecture ("CMG") to complete design documents for select elements of the Concept Plan including the underutilized areas under the Caltrans and TJPA off-ramps ("Under-Ramp Park") and streetscape improvements to Folsom and Essex Streets.

Mark Farrell
MAYOR

Nadia Sesay
EXECUTIVE DIRECTOR

Marily Mondejar
CHAIR

Miguel Bustos
Mara Rosales
Darshan Singh
COMMISSIONERS

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

415 749 2400

www.sfocii.org

In September 2013, the OCII Commission also authorized a Memorandum of Understanding (“MOU”) with the San Francisco Department of Public Works (“SFPW”) to provide professional services for the Project. The MOU divided the Project into two phases of work. For the Phase 1 scope of work, SFPW provides design review services up through 50% construction documentation, permit application coordination, conceptual designs for the traffic signals, and approvals for the Project. Phase 2 covers 100% construction documentation, bidding and contracting services, construction management, inspection, and acceptance services. To maintain the project schedule and continue with required scopes of work, OCII staff divided Phase 2 into three Subphases: Subphases 2A, 2B, and 2C.

In August 2015 the OCII Commission amended the MOU with SFPW to increase the scope of work to include a portion of the Phase 2 related work (Subphase 2A) to provide traffic signal design, private property investigations, public outreach, coordination with the Greater Rincon Hill Community Business District (“CBD”), and SFMTA Livable Streets processing.

In March 2017 the OCII Commission amended the MOU with SFPW to increase the scope of work to include Phase 2 related work (Subphase 2B) to provide preparation and review of plans through 100% construction documentation, and preparation and review of all documentation necessary to bid and award the Project. Subphase 2B also provides SFPW conditions for acceptance of granite pavers, benches, trash receptacles, and rain gardens within the Project, which are all City non-standard materials.

Currently SFPW has completed nearly all of the Subphase 2B scope of work and will require additional funding through a Third Amendment to the MOU for Subphase 2C. The proposed Subphase 2C work includes the General Contractor construction contract amount, and SFPW construction management, inspection, and acceptance services, and construction support services from the San Francisco Municipal Transit Authority (“SFMTA”) and the San Francisco Public Utility Commission (“SFPUC”). Subphase 2C will be funded with existing bond proceeds and requires additional funding to the MOU in the amount of \$17,966,556 for a total aggregate MOU amount of \$19,079,347.

The current schedule is to begin construction of the Project in September 2018 with completion anticipated in mid-2020.

Staff recommends approval of the Third Amendment to the 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 Transbay Joint Powers Authority (“TJPA”), commissioned the production of the 2006 Transbay Streetscape and Open Space Concept Plan. 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 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, are responsible for creating designs for the open space along Essex Street between Folsom and Harrison Streets and the Under-Ramp Park 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. CMG is also responsible for full design and construction support for the streetscape improvements on Folsom and Essex Streets.

In September 2013, the Commission authorized an MOU with SFPW to provide professional services for the Project. The MOU divided the Project into two phases of work. For the Phase 1 scope of work, SFPW provides design review services up through 50% construction documentation, permit application coordination, conceptual designs for the traffic signals, and approvals for the Project. Phase 2 covers 100% construction documentation, bidding and contracting services, construction management, inspection, and acceptance services.

In August 2015, the OCII Commission amended the MOU with SFPW to increase the scope of work to include Phase 2 related work (Subphase 2A) to provide traffic signal construction documentation design, private property sub-sidewalk basement investigations, public outreach, CBD coordination, application and permit fees. OCII is relying upon the expertise of SFPW to manage the processes necessary to obtain approvals and permits to construct the Project.

In March 2017, the OCII Commission amended the MOU with SFPW to increase the scope of work to include Phase 2 related work (Subphase 2B) to provide preparation and review of plans through 100% construction documentation, and preparation and review of all documentation necessary to bid and award the Project. Subphase 2B also provides SFPW acceptance of granite pavers, benches, trash receptacles, and rain gardens within the Project. Because these Project features were not standard materials for SFPW, OCII agreed to provide SFPW with a deposit of 10% of the labor and materials for these specific improvements should maintenance and replacement be required by SFPW in the future. The estimated deposit amount of \$200,000 is included in the Third Amendment costs.

The entire Folsom right-of-way will be reconfigured to accommodate auto lanes, bike lanes, and widened sidewalks. Currently there are three eastbound auto lanes and one bus only westbound lane. After the Project is built, there will be two eastbound auto lanes and one westbound lane. An additional protected bike lane ("cycletrack") will be included for eastbound bicyclists. Project construction of the north Folsom frontage on non-OCII sponsored blocks, the street repaving and re-configuration, and the improvements on the south side of the street will be funded by OCII, constructed by the general contractor selected via a public bid process, and managed by SFPW.

For the OCII sponsored block developments on former State-owned parcels, the block developers are responsible for constructing the Folsom Street improvements adjacent to their property. The proposed infrastructure work will need to be coordinated with the block developers depending on the development timeline for each parcel. Blocks 1, 8, 9 are now under construction and SFPW and the developers will need to coordinate the phasing of work along Folsom Street to minimize traffic impacts and block development schedule delays. For Blocks 8 & 9, the developers receive a streetscape reimbursement of \$1-2.5 million (varies by block depending on the work scope) from OCII, a portion of which is attributable to the Folsom streetscape improvements.

DISCUSSION

SFPW Third Amendment for Subphase 2C

The proposed Subphase 2C work required to be performed at this time includes: (1) SFPW project management to oversee the Subphase 2C work; (2) General Contractor construction of the Project; (3) support services from various SFPW divisions for construction management, inspection, and acceptance of the Project; (4) SFMTA and PUC services and installations for the Project. SFPW has previously entered into ancillary Letters of Agreement with SFMTA and SFPUC to assist with the implementation of the Project. The cost for these Subphase 2C

services is \$17,966,556 and a description and breakdown of these costs is described below. Included in the costs is a contingency of 12% of all costs (excluding contingency). Phase 2C costs will be funded from proceeds received from bonds issued by OCII in 2011 and 2017.

1. SFPW Project Management services for the Subphase 2C work

SFPW Project Management (PM) personnel manage and coordinate all aspects of the Project, including the work necessary to manage construction, inspect, and obtain acceptance of the Project as follows: (1) Sign and administer the Contract with the General Contractor ("Contract") responsible for the construction of the Project; (2) manage the SFPW Construction Management division (CM) and all other SFPW divisions described below; (3) ensure communication takes place with the stakeholders, local agencies, public, and area residents regarding construction schedule and status, noise, and traffic; (4) conduct negotiations with the General Contractor involving time/schedule impact analysis and extra work, change orders, and payments; (5) ensure compliance with Project construction plans and specifications; (6) ensure that the Project meets the workforce and contracting requirements; (7) build the Project within the Project budget; (8) assist OCII with the management of CMG regarding construction support services; (9) manage SFMTA and SFPUC services and installations. The SFPW Project Management fee for the Subphase 2C work is \$200,000.

2. SFPW Construction Management services

The SFPW Construction Management group (CM) consists of SFPW Infrastructure Design & Construction (IDC), Building Design & Construction (BDC), and Site Assessment & Remediation (SAR). The CM division will be responsible for providing oversight management of the construction of the Project to ensure it is delivered on time, on budget, safely, and in conformance with the approved Project construction plans. Specific CM services to be provided are as follows: (1) acquire all required City permits to begin work, obtain all required City approvals and inspections during construction; (2) oversee the General Contractor responsible for constructing the Project; (3) ensure all required tests and quality control measures are performed per contract specifications; (4) participate in negotiations involving time/schedule impact analysis and extra work, review Project change orders, payments, and construction documents to ensure compliance with Project construction plans, specifications, and the Project budget; (5) ensure that the Project meets the workforce and contracting requirements. The CM fee to manage construction is \$1,178,545.

3. General Contractor construction of the Project

In January 2018, SFPW advertised for bids for construction of the Project. SFPW published bid advertisements in the City's designated newspaper, on the SFPW website, in the Public Library, and on the Purchaser's Bid and Contract Opportunities website. To ensure fairness, sealed bids were received and opened at a predesignated time and place. Three bids from contractors were submitted to SFPW and on May 16, 2018 the sealed bids were opened by SFPW and Mitchell Engineering provided the lowest bid. SFPW has reviewed the qualifications of Mitchell Engineering and determined that the firm is the lowest responsive responsible bidder. Upon OCII approval of funding for the Project pursuant to this Third Amendment, SFPW will initiate a formal Contract Award and SFPW Order to Award, which requires approval by the SFPW Director. After approval by the SFPW Director, the General Contractor then provides SFPW with all required information, and SFPW issues a Notice to Proceed to the contractor to commence work on the Project. The

General Contractor Contract amount is \$16,468,183 of which \$12,857,727 will be funded by OCII. The remaining contract of approximately \$4 million will be funded by the City for work performed from 2nd Street to the TJPA bus ramp as part of the FSIP but outside of the Transbay Redevelopment Area.

4. Support services

Different divisions within SFPW including Streets and Highways (Project engineer of record), Hydraulics, Electrical, ADA Compliance, Landscape, Mechanical, Payroll, and SFPUC and SFMTA shall provide the following support services related to Subphase 2C: (1) act as Project Engineer of Record to coordinate between the City agencies, consultant design team, and the General Contractor; (2) inspect hydraulic facilities installed during construction; (3) ensure compliance with plans for accessibility; (4) manage SFMTA to provide construction support, inspections and installations related to the street lights, conduits, pull boxes, traffic signals, striping and pavement markings, signage, and removal/installation of parking meters; (5) manage SFPUC for work related to the water mains and valves, low pressure fire hydrants, and auxiliary water supply system. The total fees for SFPW support services is \$505,610. The fees and costs for SFMTA is \$919,920 and \$201,194 for SFPUC.

The total fees for the Third Amendment, including the Contract, is \$17,966,556. Below is a summary of the SFPW Third Amendment to the MOU:

AMENDMENT NO. 3	
SUBPHASE 2C SCOPE OF WORK	AMOUNT
SFPW Project Management services	\$200,000
SFPW Construction Management services	\$1,178,545
SFPW Support services	\$505,610
General Contractor construction contract amount for Project	\$12,857,727
SFMTA services and installations	\$919,920
SFPUC services	\$201,194
SFPW Deposit Required in 2 nd Amendment	\$200,000
Contingency (12% of costs)	<u>\$1,903,560</u>
<u>TOTAL AMENDMENT NO. 3 COST</u>	<u>\$17,966,556</u>

WORKFORCE

Because of mixed funding, OCII will rely on applicable standards in the City's Local Hire Policy for Construction ("Local Hire Policy") in lieu of OCII's Construction Workforce Program, and SFPW will ensure that the Project meets the workforce requirements and other applicable standards based on the Local Hire Policy on all work related to construction of the Project. For construction services, SFPW will apply the following requirements to each prime contractor and subcontractor that performs Project work in excess of \$400,000; with regard to Project work actually performed by the General Contractor and work included under any subcontract, including all work performed by a subcontractor and all lower tier subcontractors under the subcontract:

1. The mandatory participation level is 30% of all Project work hours within each trade performed by local residents, with no less than 15% of all Project work hours within each trade performed by disadvantaged workers.

2. At least 50% of the Project work hours performed by apprentices within each trade shall be performed by local residents, with no less than 25% of Project work hours performed by apprentices within each trade to be performed by disadvantaged workers.

CONTRACTING

Again, because of mixed funding in the Project, OCII and SFPW have agreed to implement the City's Local Business Enterprise ("LBE") program in lieu of OCII's small business enterprise ("SBE") program. SFPW will ensure that the Project meets the LBE contracting requirements pursuant to Chapter 14B of the San Francisco Administrative Code. Prior to soliciting bids, OCII, SFPW, and the Contract Monitoring Division ("CMD") of the San Francisco General Services Agency agreed that a 25 percent LBE subcontractor participation requirement would be enforced on the Project. The resulting bid from Mitchell Engineering, the prime contractor, has an SBE participation rate of 72 percent. Mitchell Engineering is a Small CMD Certified LBE firm that will be performing 42.87 percent of the work with its own labor force. In addition, approximately 29.50 percent of the work (\$4,911,230) will be subcontracted to CMD Certified Small and Local Business Enterprises. Notably, a CMD Certified SBA LBE is also listed to perform 24.60% (\$4,284,270) of work on the Project. Although OCII's SBE program does not recognize SBA LBEs as being small (because they exceed OCII's size standards), overall San Francisco-based firms will be participating in 97% of the Project. Furthermore, SFPW agrees that contracts issued pursuant to Subphase 2C work will comply with all applicable City ordinances, including SFPW Equal Benefits Policy, Minimum Compensation Ordinance, and Health Care Accountability Ordinance, among others. OCII has adopted similar policies, including the Nondiscrimination in Contracts and Equal Benefits Policy, Minimum Compensation Policy, and Health Care Accountability Policy, and considers the City ordinances in effect for SFPW as meeting the requirements of OCII's policies.

COMMUNITY OUTREACH

There have been approximately 15 past public 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).

The Transbay CAC has approved the Project design, and has requested for SFPW to present to Transbay area residents the communication plan at the June 14, 2018 CAC meeting. Highlights of the plan are provided below.

1. Prior to beginning construction provide notifications of start date to the following groups/agencies:
 - a. All relevant community groups (CBD, Transbay CAC, large Homeowner's Associations)
 - b. 311 call line
 - c. Transbay merchants via door-to-door outreach and flyers
 - d. Mayor's communication team, district Supervisor
 - e. Press
2. During construction provide the following:
 - a. Project website, blog, and social media platform (Nextdoor, Facebook, and Twitter) to post Project construction status updates, traffic and night-work alerts, potential noise
 - b. Notify 311 and 511 call lines regarding traffic disruptions
 - c. Respond to citizen inquiries/complaints within 24 hours
 - d. Periodic neighborhood/community meetings
 - e. Door-to-door in-person outreach as needed during construction

NEXT STEPS

August 2018: SFPW award contract with General Contractor

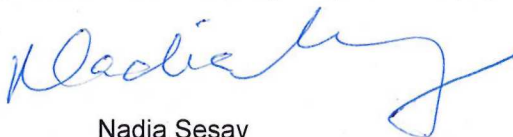
September 2018: Begin construction

May – September 2020: Anticipated completion of construction

STAFF RECOMMENDATION

Staff recommends amending the MOU to include Subphase 2C by modifying the scope of services and increasing the professional services fees in the amount of \$17,966,556, for combined total aggregate of \$19,079,347 (see the Third Amendment to the MOU attached).

(Originated by Shane Hart, Transbay Project Manager)



Nadia Sesay
Executive Director

- | | |
|---------------|---|
| Attachment 1: | Third Amendment to the MOU with SFPW |
| Attachment 2: | Second Amendment to the MOU with SFPW |
| Attachment 3: | First Amendment to the MOU with SFPW |
| Attachment 4: | Original MOU and Project Agreement |
| Attachment 5: | Project plan view and contextual illustration |



TRANSBAY FOLSOM STREET IMPROVEMENT PROJECT AGREEMENT

between

DEPARTMENT OF PUBLIC WORKS

and

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

September 17, 2013

Amended August 18, 2015 (Amendment 1)

Amended March 21, 2017 (Amendment 2)

Proposed Amendment 3 additions/changes are in red

TABLE OF CONTENTS

- I. PROJECT DESCRIPTION
- II. PROJECT TEAM
- III. PROJECT SCHEDULE AND DELIVERABLES
- IV. SCOPE OF SERVICES: PHASE 1 - THE DESIGN DEVELOPMENT, PERMIT AND APPROVALS PHASE
- V. PHASE 2 - CONSTRUCTION DOCUMENTS, BID, AND INSPECTION PHASE
- VI. PROFESSIONAL FEES
- VII. ASSUMPTIONS
- VIII. EXCLUSIONS AND ADDITIONAL SERVICES
- IX. FINANCIAL OVERSIGHT AND AUDITS
- X. DISPUTE RESOLUTION
- XI. ENTIRE AGREEMENT
- XII. GOVERNING LAW
- XIII. SEVERABILITY
- XIX. ATTACHMENTS

I. PROJECT DESCRIPTION

The Department of Public Works (“DPW”) has been asked by the Office of Community Investment and Infrastructure (“OCII”) to provide professional services for the Transbay Folsom Streetscape Improvement Project (“~~Project~~” or “FSIP”). Professional services include preparation of MOUs, billing OCII for project costs and reimbursing other City departments. DPW will provide design review and comments, review cost estimates, organize and attend project meetings, and ensure design by Conger Moss Guillard Landscape Architecture (“CMG”) is consistent with City requirements; **Obtain all necessary permits and approvals, process all project plans, bid and award the contract with the General Contractor; Provide construction management, inspection, and acceptance services for the portion of the project located within the Transbay Redevelopment Project Area, which is from the western edge of the TJPA bus ramp to Spear Street (“Project” or “FSIP”);** DPW will also support, coordinate, and manage communication between the Project teams.

The Project, pursuant to the Implementation Agreement, furthers a portion of the Transbay Redevelopment Project Area Streetscape & Open Space Concept Plan approved in 2006. It is comprised of temporary and permanent right-of-way improvements along Folsom Street from ~~Second~~ the western edge of the TJPA bus ramp to Spear Street (“~~Project~~”), located in Supervisorial District 6. Key streetscape elements include wide, tree-lined sidewalks, high-quality materials and rain gardens, which serve as storm water detention areas.

OCII has contracted with CMG to prepare the design documents for the Project. CMG’s scope of services also includes a separate scope of work for improvements to Clementina between Oscar and 1st street, and Tehama Street at Oscar Park, Essex Street, Lansing Stairs, and the Area under Bay Bridge off-ramps. However, this MOU does not include services related to those areas.

The Scope of Work outlined below is based on data included in the “San Francisco Redevelopment Agency: Folsom Street 100% Construction Documentation”, dated December 4, 2017 prepared by CMG (“Project Construction Plans”).

The following 4 agencies are involved in this Project with distinct responsibilities and project scope:

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

DPW will serve as the Project Lead and have separate Letters of Agreement with MTA and PUC, included as Attachments B and C. **OCII shall provide payment to DPW only and DPW shall be responsible for payment to MTA and PUC.**

The Project is comprised of 2 phases of work:

- Phase 1 - The Design Development, Permit and Approvals Phase
- Phase 2 - The Construction Documents, Bid, and Inspection Phase

II. PROJECT TEAM

The Infrastructure Design & Construction Department of DPW shall be the Project Manager, acting as the coordinator with the various departments within DPW, MTA, and PUC. See separate MTA and PUC Letters of Agreement (Attachments B and C) for additional information. The Project Team, including billing codes, is as follows:

- A. **Department of Public Works**
 - 1. **Infrastructure Design & Construction (IDC) Staff:**
 - a. Project Manager II (5504)
 - b. Project Lead Streets & Highways (5241)
 - c. Industrial / Electrical / Mechanical (5241)
 - d. Hydraulic Engineering (5207)
 - e. Street Use & Mapping (5241)
 - f. Disability Access Coordinator (6335)
 - g. Contract Preparation & Project Controls (5272)
 - h. Construction Management Inspection Services (5241)
 - i. Assistant Project Manager (5201)
 - j. Environmental Assistant (5638)
 - 2. **Building Design & Construction (BDC) Staff:**
 - a. Landscape Architect (5274)
 - 3. **Site Assessment & Remediation (SAR) Staff:**
 - a. Site Assessment & Remediation (0931)
 - 4. **Business Services Division (BSD) Staff:**
 - a. Principal Accountant (1654)
- B. **San Francisco Municipal Transportation Agency (MTA):**
 - 1. City Traffic Engineer
 - 2. Senior Engineer
 - 3. Assistant/Associate Engineer
- C. **San Francisco Public Utilities Commission (PUC) Staff:**
 - 1. Program Development and Policy Manager
- D. **Office of Community Investment and Infrastructure:**
 - 1. ~~Assistant Project Manager~~ **Project Manager**
 - 2. ~~Senior Project Manager~~ **Development Specialist**
 - 3. ~~Senior Engineer~~
 - 4. CMG (Design Consultant) (~~make this number 3~~)

III. PROJECT SCHEDULE AND DELIVERABLES

The term of this contract shall be seven years from the date of execution. The delivery dates will be based on submittal of the design documents by CMG and OCII. CMG will provide DPW with 12 bound sets and 1 DVD of the drawings for each design package. DPW estimates 2 months 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 agencies and return comments to 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. Modification to the Project schedule will be the subject of negotiation and mutual acceptance by OCII and DPW.

Phase 1 Deliverables are:	Due Date
Schematic Design Package comments	October, 2012 Complete
50% Design Development (DD) Package comments	2 months after Submission Complete
100% Design Development Package comments	2 months after Submission Complete
50% Construction Document (CD) Package comments	2 months after Submission Complete

Phase 2 Deliverables are:	Due Date
95% Construction Document Package comments	April 2017 Complete
100% Construction Document Package comments	June 2017 Complete
Bid	August 2017 Complete
Award	September 2017 June 2018
Construction Management / Inspections	Oct 2017 – Apr 2019 September 2018-July 2020

IV. SCOPE OF SERVICES: PHASE 1 - THE DESIGN DEVELOPMENT, PERMIT AND APPROVALS PHASE:

DPW Infrastructure Design & Construction (IDC) will be responsible for coordinating and consolidating all comments on each design submittal.

Attachment A is the 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:** DPW will route all design packages through City departments for review, input and guidance. DPW will coordinate feedback, sort out conflicts and prepare regular status reports to OCII. CMG will submit the following design packages:
 - a. **100 % Schematic Design (“100% SD”):** Review and Comment on 100 % Schematic Design (DPW coordinated review by all Agencies, completed on 10/29/12)

- b. **Cost Estimate:** Review Cost Estimates on Schematic Design Package (BCD)
 - c. **50% Design Development:** Review and Comment on 50% Design Development Document Package and Cost Estimate (DPW to coordinate review by all Agencies)
 - d. **100% Design Development:** Review 100% Design Development Document Package, Specification Outline, and Cost Estimate (DPW to coordinate review by all Agencies)
 - e. **50% Construction Document:** Review Construction Documents, Draft Specifications, and Cost Estimates (DPW to coordinate review by all Agencies)
- 2. **Project Meetings:** Site Visit and Internal Design Team Meeting at each Phase (100%SD, 50%DD, 100%DD, and 50%DD), up to three monthly meetings with OCII and CMG, four comment review meetings with CMG: one after each phase.
- 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)
 - b. Add project to 5-year Plan (IDC)
 - c. Present project 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) (IDC)
 - d. Obtain approval from TASC and ISCOTT on sidewalk legislation (IDC)
 - e. Coordinate application and hearing for parking removal (MTA)
 - f. Obtain approval for non-standard pavements and replacements (IDC)
 - g. Board of Supervisors approvals for sidewalk widths and curb line modifications (IDC)
 - h. Special Traffic Permit for bicycle lane changes(MTA)
- 4. **Additional Studies/Reviews:**
 - a. **Site Assessment and Remediation (SAR):** Conduct Article 20 analysis of soil for hazardous waste, Hazardous material soils engineering.
 - 1. Site history
 - 2. Site soil investigation
 - 3. Environmental reports, plans, and specifications review
 - 4. Design coordination with the design team, City and regulatory agencies
 - b. **Disability Access (ADA) Review:** Coordinate with the DPW Disability Access Coordinator (DAC) to develop project American Disability Act (ADA) Parameters and ensure the project is designed to comply with these parameters.
 - 1. Obtain final sign-off by the DAC for permit documents.
 - 2. Coordinate with the DAC for on-site inspection during the construction phase and follow-up with required actions, if any
- 5. **Traffic Planning:** San Francisco Municipal Transportation Agency (MTA) will perform this task led by DPW, OCII, and CMG.
 - a. Provide input on construction phasing to accommodate access to sidewalks, roadways to/from streets and adjacent properties and minimize impacts on pedestrians, transit, and vehicle traffic

- b. Provide conceptual signal design (coordinate with Electrical Section (ELE), traffic signing 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:
 - 1. Parking meters and utility requirements
 - 2. Provide minimum requirements for block parking meter stations
 - 3. Traffic, security, safety design details
 - 4. Traffic signal design
 - 5. Traffic engineering studies or modeling
 - 6. Obtain permission to remove Taxi only lane
 - 7. Apply for and attend hearings, and meet with affected parties with respect to two-way Folsom
 - 8. Coordinate between DPW, MTA, and BLHP to determine whether existing conduits, pole foundations, and spacing could be re-used for new street lights for joint utility and City-owned poles
- 6. **Utility Coordination and Review:** DPW will 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
 - 1. Determine sewer, water, and fire suppression replacements
 - 2. DPW to secure approval from PUC for street lighting and power for signals alterations, potable and non-potable water systems, and sanitary systems
 - b. **3rd Party Utilities (PG&E, AT&T, and other 3rd Party Utilities):** DPW will take the lead in coordinating with all third party utility companies including: PG&E, PUC, telephone, data, and television. If utility work is needed from third party utilities during the course of design, DPW shall inform PUC and request that they pay the fees through their existing encumbrances with the various utility providers. PUC will then include any such payment in their reimbursement request.
 - 1. DPW will act as the coordinator and assist in communication between the designer of record and the utility providers
 - 2. CMG, as the designer of record, prepares drawings and description of work for the Notice of Intent (NOI) as well as transmittals to the utility providers
 - 3. DPW submits the NOI to the utility providers and collects and transfers information to/from CMG
 - 4. 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
 - 5. CMG, as the designer of record, is responsible for preparing 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.

6. CMG, as the designer of record, shall prepare any technical design information and drawings for DPW to transmit to the utility providers
7. DPW will provide advice to the Agency and CMG on how to resolve conflicts with utilities if and when issue arises
- c. **Meetings:** Attend a maximum of two meetings related to utility coordination. Give one presentation to utility agency staff.
7. **MTA Livable Streets section:** Review drawing sets by CMG; draft legislation for MTA Board; present project at TASC, SCOTT, and the Committee for Utility Liaison on Construction and Other Projects (CULCOP).

V. PHASE 2 - CONSTRUCTION DOCUMENTS, BID, AND INSPECTION PHASE

Phase 2 covers 100% construction documentation, bidding, contracting services, construction management, inspection, and acceptance services. To maintain the Project schedule and properly sequence the required work, the Project will divide Phase 2 into three Subphases: 2A, 2B and 2C. Subphase 2A provides the funding to complete the work necessary prior to bidding, contracting, and construction. Subphase 2B covers the work necessary to bid and contract the Project. Subphase 2C covers the construction of the Project.

The Phase 2A work is:

1. Traffic signal construction documentation design;

Final traffic signal design, to provide a complete traffic signal design ready for bidding and construction.

- a. Traffic Control Specification and Cost Estimate
- b. Existing Striping Plan
- c. Provide design review comments
- d. Design for traffic signal modifications at the following intersections in order to accommodate the proposed two-way traffic operation and cycle track improvements:
 - i. Folsom St. and Spear St.
 - ii. Folsom St. and Main St.
 - iii. Beale St. and Folsom St.
 - iv. Folsom St. and Fremont St.
 - v. 1st St. and Folsom St.
 - vi. Essex St. and Folsom St.
 - vii. 2nd St. and Folsom St.
- e. Traffic Signal Specification and Cost Estimate

2. Private property investigations

Conduct investigations for the presence of sub-sidewalk basements within the project limits. Recommend methods needed to incorporate these structures into the design. Recommend methods needed if the property owner is unwilling to work with the project.

3. Public outreach regarding construction of the Project

DPW will conduct public outreach for the Project by creating a web page, advertising, and seeking public input to a broad population. DPW will conduct two such meetings and provide advance electronic mail and mail notices to individual property owners concerning tree removal, maintenance, driveway changes, and working around sub-sidewalk basements.

4. Community Benefit District coordination

Review and comment on the proposed Greater Rincon Hill Community Benefits District with respect to maintenance of materials and items above the general benefits that City will provide.

5. Application and permit fees

- a. Coordinate application and hearing for tree removals and tree plantings
- b. Coordinate application and hearing for Surface Mounted Facilities
- c. Obtain approval or a Street Improvement permit to remove or narrow existing driveways.
- d. Obtain approvals, indemnifications, and encroachments from property owners having sub-sidewalk basements.
- e. Tree planting and removal permit
- f. General Plan Referral application
- g. Sidewalk legislation
- h. Major encroachment permit (if needed)
- i. Street Improvement permit
- j. Surface Mounted Facilities permit
- k. Permit for existing driveways
- l. General Plan Referral
 - i. Fill out General Plan Referral application per Planning Department Section I 01.1, "Master Plan Consistency and Implementation".
 - ii. Work with assigned case planner to clarify questions related to the application.
 - iii. Submit required fees to be reimbursed by OCII under this MOA.

6. DPW project management costs to oversee the Subphase 2A work.

- a. Provide project management services to oversee the Subphase 2A work described above in items (1) through (5).
- b. Provide additional client meetings regarding development at Transbay Block 6, 425 Folsom Street, and Essex Street Dog; utility undergrounding for the project; and long term maintenance planning with respect to a future CBD.

The cost for these Phase 2A items is \$310,861. A breakdown of these costs is included in Attachment D to this Amendment.

The Subphase 2A cost includes an additional expense related to staffing time, review and approval coordination by the MTA Livable Streets section, not originally budgeted in the MOU. The cost for this item is \$35,000 in addition to the \$310,861 shown in the paragraph above, for a total Phase 2A cost of \$345,861.

The Subphase 2B work is:

1. DPW project management costs to oversee the Subphase 2B work.
2. Provide engineering support services from the following sections of DPW to complete 100% construction documentation and to bid and award the Project: Streets and Highways, Contract Preparation, Hydraulics, Mechanical, Electrical, ADA, and PUC.
3. Preparation and review of 95% construction documentation to obtain comments from City agencies.
4. DPW acceptance of Granite Paver Bands, benches, trash receptacles, and rain gardens within the Project per Attachment F.

The cost for these Phase 2B items is \$283,268. A breakdown of these costs is included in Attachment E to this Amendment.

The Subphase 2C work is:

1. Project Management:

- a. DPW Project Management (PM) will manage all aspects of the Project, including the DPW Construction Management group (CM) and all other DPW Sections described below, and coordinate with OCII on budget and schedule progress.
- b. PM will build the Project within the Project budget ("Construction Cost Budget") provided in the Subphase 2C Services Breakdown within Attachment H. Except as provided herein, in no event shall the amount of the Construction Cost Budget exceed a "not-to-exceed amount" of \$17,966,556 Dollars without the approval of OCII's Commission on Community Investment and Infrastructure.
 1. The Construction Cost Budget includes an industry standard project reserve of 12% of costs excluding contingency ("Contingency") to be used for unforeseen conditions and to make modifications to line item costs not fully known at the time of this Agreement. Use of contingency funds requires approval of the OCII Executive Director.
 2. PM will award, sign, and administer the construction contract (Construction Contract") with the chosen General Contractor ("Contractor") responsible for the construction of the Project. A copy of the Construction Contract between DPW and the Contractor is attached (Attachment G). Upon execution of the Construction Contract with the Contractor, the Construction Contract cost designated in the Subphase 2C Services Breakdown set forth in Attachment H shall be the final price.
 3. Notwithstanding anything to the contrary in this Agreement, the Construction Cost Budget shall not include any costs incurred as a result of DPW's or the Contractor's sole negligence or willful misconduct.
- c. PM will ensure appropriate communication takes place with the stakeholders, specialty groups, local agencies, general public, residents, and businesses in the Project area. PM will relay concerns from the community to the Project team to facilitate resolution of public concerns.

2. Construction Management:

- a. The DPW Construction Management group (CM) consists of DPW Infrastructure Design & Construction (IDC), Building Design & Construction (BDC), and Site Assessment & Remediation (SAR). The CM group will be responsible for providing oversight management of the construction of the Project to ensure it is delivered on time, on budget, safely, and in conformance with the approved Project construction plans ("Project Construction Plans"). The "SFPW Construction Management Plan for the Folsom Streetscape Improvement Project" (Attachment I) designates the CM services to be provided by DPW as summarized below:
 1. CM will ensure that the Contractor acquires all required City agency permits prior to the start of work, obtains all required City approvals and inspections during construction, certifies substantial completion for the Construction Contract work, facilitates walkthroughs and punch list generation, and reviews and certifies Project as-built plans.
 2. CM will provide project coordination with the Contractor, City agencies and outside utility companies.
 3. CM will provide oversight of office and inspection staff to ensure proper coverage of field activities.
 4. CM will ensure all required tests and quality control measures are performed per contract specifications.
 5. CM will participate in negotiations involving time/schedule impact analysis and extra work, review project change orders, payments, and construction documents to ensure compliance with Project Construction Plans, specifications, and the Construction Cost Budget.
 6. CM will ensure that the Project meets the workforce requirements as provided in the Workforce Requirements section of this Agreement and other applicable standards based on the City's Local Hire Policy for Construction, S.F. Admin. Code § 6.22 (G) ("Local Hire Policy"), on all work related to this Agreement.
 7. CM will ensure that the Project meets the contracting requirements as provided in the Contracting Requirements section of this Agreement.

3. Additional Construction Services

- a. In addition to DPW providing PM and CM services, DPW Streets and Highways Section (ESH), Electrical Section (ELE), and Hydraulics (HS) shall provide Project construction services as follows:
 1. ESH will act as Project Engineer of Record to coordinate between the City designers and the consultant design team, attend and conduct bi-weekly design coordination meetings, attend weekly coordination meetings as needed with the PM, CM, Contractor and OCII.
 2. ELE will provide construction support to the CM staff as necessary for scope of work regarding the street lights, conduits, pull boxes, traffic signals, and perform final walk through inspection upon completion of construction.
 3. HS will visit the construction site, attend site meetings and provide construction support to CM staff as necessary, inspect hydraulic facilities installed during construction, and perform final walks and punchlists upon completion of construction.

- b. DPW will enter into agreements with PUC and MTA to provide construction services for the Project to ensure that the Project is constructed in accordance with the Project Construction Plans. PUC and MTA Projects construction responsibilities are as follows:
 - 1. PUC City Distribution Division (CDD) - CDD will provide construction support to the CM as necessary for scope of work regarding the water main, water valves, low pressure fire hydrants, and perform a final walk through inspection upon completion of construction.
 - 2. PUC Mechanical Section (MS) - MS will provide construction support to the CM staff as necessary for scope of work regarding the auxiliary water supply system, and perform a final walk through inspection upon completion of construction.
 - 3. PUC Power Enterprise, Utility Services, Street Lights (Formerly BLHP) will provide construction support and inspection of street lights for acceptance into their street light inventory.
 - 4. MTA Traffic Signal Shop will provide engineering support and inspection, attend field meetings, and provide punch lists for traffic signal infrastructure, striping, and signal installation. MTA will perform programming and testing of traffic signal controllers and cabinets, and provide implementation of signal operation, field adjustments, and maintenance support.
 - 5. MTA Paint Division will furnish and install all the permanent thermoplastic stripes and pavement markings (traffic stripes, crosswalk stripes, stop bars, messages and raised pavement markers) at the locations shown on the traffic plans and in accordance with the latest edition of Caltrans Standard Specifications and Plans
 - 6. MTA will furnish and provide all the permanent signage at the locations on the traffic plans and in accordance with the latest edition of Caltrans Standard Specifications and Plans.
 - 7. MTA Meter Shop will remove the existing parking meters within the limits of work and install a new meter head and pole in the locations shown on the traffic plans.

4. Project Coordination:

- a. DPW shall conduct all communications with OCII, MTA, P U C, utility providers, other relevant City agencies, and the Contractor regarding deliverables, task updates or other performance of services. OCII shall have the right to review or participate in communications that constitute a decision, action or commitment by DPW that would increase OCII costs.
- b. DPW shall provide timely deliverables to OCII and shall maintain project records including deliverables, progress reports, correspondence, and a full accounting of construction costs, and shall make such records available to OCII upon request.
- c. DPW and OCII shall have regular coordinating meetings as needed. All services under this Agreement shall be performed in accordance with DPW's policies, procedures and customary practices for projects of similar size, cost and scope.

5. Workforce Requirements:

- a. DPW will ensure that the Project meets the workforce requirements and other applicable standards based on the City's Local Hire Policy for Construction, S.F. Admin. Code § 6.22 (G) ("Local Hire Policy"), on all work related to construction of the Project. For construction services, D P W shall apply the following requirements to each prime contractor and subcontractor that performs project work in excess of \$400,000, as that amount may be amended; with regard to project work actually performed by the Contractor and work included under any subcontract, including all work performed by a subcontractor and all lower tier subcontractors under the subcontract:
 1. The mandatory participation level is 30%, or the level determined by the Board of Supervisors that is in effect at the time of execution of this Agreement, of all project work hours within each trade performed by local residents, with no less than 15% of all project work hours within each trade performed by disadvantaged workers. If the Board of Supervisors has increased the mandatory participation level beyond 30%, one-half of the specified percentage of project work hours within each trade shall be performed by disadvantaged workers.
 2. At least 50% of the project work hours performed by apprentices within each trade shall be performed by local residents, with no less than 25% of project work hours performed by apprentices within each trade to be performed by disadvantaged workers.
 3. OCII will rely on applicable standards in the City's Local Hire Policy in lieu of OCII's Construction Workforce Program. DPW will provide, or authorize OEWD to provide, monthly construction workforce reports and, upon request, other ad hoc reports to OCII.

6. Contracting Requirements:

- a. DPW will ensure that the Project (resulting from Subphase 2C work) meets the Local Business Enterprise (LBE) contracting requirements pursuant to Chapter 14B of the San Francisco Administrative Code. Because of mixed funding in the Project, OCII and DPW have agreed to implement the City's LBE program in lieu of OCII's small business enterprise (SBE) program. OCII, DPW, and the Contract Monitoring Division (CMD) of the San Francisco General Services Agency have agreed that a 25 percent local business enterprise (LBE) subcontractor participation requirement will be enforced on the Project. CMD will enforce the Chapter 14B requirements, including bid discount application, good faith efforts determination, and report gathering, among others. CMD and DPW will confer with OCII on the selection of a contractor prior to award of a contract and will advise OCII of any subcontractor changes during the performance of the contract, including change orders and subcontractor participation in them. CMD and DPW will cooperate with OCII regarding reporting needs and will provide to OCII subcontractor participation and payment reports on a mutually acceptable basis.

- b. DPW agrees that contracts issued pursuant to Subphase 2C work will comply with all applicable City ordinances, including DPW Equal Benefits Policy, Minimum Compensation Ordinance, and Health Care Accountability Ordinance, among others. OCII has adopted similar policies, including the Nondiscrimination in Contracts and Equal Benefits Policy, Minimum Compensation Policy, and Health Care Accountability Policy, and considers the City ordinances in effect for DPW as meeting the requirements of OCII's policies.

VI. PROFESSIONAL FEES

1. The Estimated Project fees for DPW services are listed below and **include all individual line item costs provided in Attachment H, and** are based on OCII's understanding of the Project scope, schedule and budget. The professional fees are based on ~~Total Fee Proposal cost of \$483,662~~ **a Construction Contract amount of \$12,857,727**. The final scope of work and corresponding Project Management fees may be revised as the Project evolves. DPW shall ~~inform OCII~~ **obtain OCII approval** in advance of (i) any costs that exceed a Construction Cost Budget individual 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 DPW regarding additional scope of services, OCII shall review the submittal and either provide written authorization for the additional scope of services or deny the request and set forth the reason(s) for denial. Both parties agree and understand that during the term of this MOU any budget revisions that exceed line items for services will require prior written approval.
2. Phase 1 & 2 : Phase 1 – Design Development, Permit and Approvals Phase; Subphase 2A – 50% Construction Documents to 95% Construction Documents; Subphase 2B – 100% Construction Documents (permit submission), Bid, and Award Phase; Subphase 2C – Construction Services Phase:

<u>Item</u>	<u>Description</u>	<u>Phase 1 Design Development</u>	<u>Subphase 2A</u>	<u>Subphase 2B</u>	<u>Subphase 2C</u>	<u>Total</u>
1.	DPW IDC	302,925	144,699	355,114	16,845,442	17,648,180
2.	MTA engineering	123,105	201,162	(100,000)	919,920	1,144,187
3.	PUC engineering	57,632	0	28,154	201,194	286,980
TOTALS		483,662	345,861	283,268	17,966,556	19,079,347

VII. ASSUMPTIONS

The services and/or tasks listed below are not included in DPW's scope of work and shall be the responsibility of OCII.

1. Payment of application fees and attending meetings to secure project approvals from regulatory agencies.
2. Overseeing 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.
3. Oversee CMG for preparation of topographic and civil surveys, and plans locating existing building structures, utilities, and subgrade construction, if known encroachments are in the public right-of-way.
4. Securing approval for SF Arts Commission Civic Design, if required.

VIII. EXCLUSIONS AND ADDITIONAL SERVICES

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

1. 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
2. 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
3. Temporary shoring designs for basement excavations
4. Surveys, indicating site boundaries, utilities, location of structures, topographic information and services associated with surveying
5. Peer review for any design disciplines
6. Value engineering
7. 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 DPW
8. Application and payment of fees to utility providers for new and/or modified services;
9. Payment of fees to permitting and regulatory agencies, including SFDPH Maher review and compliance
10. 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
11. DPW isn't responsible for budget/fee changes made by MTA or PUC as directed by OCII
12. Services required for LEED certification and commissioning for green building requirements
13. Services made necessary by reversals of authorizations, approvals or instructions previously given by OCII staff, OCII Commission, other City authorities or regulatory agencies
14. 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 DPW and which result in a substantive change to the drawings.

DPW 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. DPW 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

15. Services made necessary by conflicts between approvals and/or requirements by City agencies such as the SFAC Civic Design Committee and City Planning
16. Services to incorporate substantial changes or other like work to integrate the artwork administered by the San Francisco Art Commission after the completion of and acceptance of the Design Development phase of work
17. Documentation of technical requirements for fabrication, delivery and installation of artwork into design and construction documents, beyond those services necessary to coordinate the design and structure of the building or site to accommodate the installation or integration of such art work
18. Comply and complete reporting with adopted Mitigation Monitoring Reporting Plan (MMRP)
19. 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 right-of-way, landscaping, facilities, equipment or furnishings, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by others
20. Services required in connection with construction performed by others that is not part of the Project, including archaeological assessment, underground pipelines assessment, biotic and biological studies, and construction phase environmental support services
21. Preparing as-built record drawings showing changes and relations in the Work made during construction
22. Additional services due to changes of scope

IX. FINANCIAL OVERSIGHT AND AUDITS

DPW 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 DPW.

1. **Spending Authority** - OCII has spending authority pursuant to the Implementation Agreement, and the approved ROPS ~~16-17~~ 18-19 for the total amount of the Professional Fees for DPW services including this amendment. OCII will seek approval for funding for unpaid obligations through ~~ROPS 17-18, and ROPS 18-19~~, the ROPS 19-20 period as needed. DPW, PUC, and MTA will set-up estimated revenue and expenditure appropriations in the appropriate capital project structure and index codes chart fields.
2. **Details of Payments & Reimbursement Funding Obligation**
 - a. The total net cost of Subphase 2C is \$17,966,556 and the parties agree that this will be 100% reimbursed to DPW by OCII. OCII has secured the funding so that DPW can award the Construction Contract with the Contractor. The Project will be funded with bonds issued by OCII in 2011 and OCII issued 2017 Series B Third Lien Tax Allocation Bonds. In aggregate, \$17,966,556 of OCII bond funding has been set aside to be used solely for the construction of the FSIP, shall be restricted for this use as required by DPW, and shall be used by OCII to reimburse DPW for all costs of the FSIP including the Construction Contract.

- b. The City, utilizing DPW as the project manager and Mitchell Engineering as the general contractor, will be improving and funding Folsom Street from Second Street to the TJPA bus ramp, which is located outside of the Transbay Redevelopment Project Area and is not part of the Project. This work will be completed at the same time as the Project work and will be funded by the City with \$4.5 million of IPIC fees and Transbay CFD 2014-1 funds. Available City funding in excess of the cost to improve Folsom Street from Second Street to the TJPA bus ramp will be applied to the Project.
 - c. Parties agree that all invoices related to the construction of the Project will be submitted directly to DPW for review and payment. OCII may, at its discretion, review invoices related to construction activities and agrees to do so within a timeframe that allows timely payment. DPW shall provide a copy of the invoices and supporting documentation to OCII.
 - d. All billings, including documents supporting all charges, shall be submitted to OCII for reimbursement within ~~15~~ 30 days after the end of each month. Based on approval of the charges, payment to DPW will be made no later than ~~15~~ 30 days of receipt of invoice and supporting documentation. Since this is a reimbursable arrangement, DPW is required to incur the costs ahead of payment from OCII. DPW reserves the right to charge OCII for interest expense if appropriate.
 - e. DPW shall notify OCII in a timely manner should a claim or notice of potential claim be submitted by any contractor if such claim is in an amount greater than \$10,000. DPW shall consult with OCII in analyzing any such large claim and submit to OCII for approval any proposed disposition of such claim.
- 3. **Lead Agency** - DPW will act as the City's lead agency to facilitate coordinated review of Project Reimbursement Applications from MTA and PUC. There are separate letters of agreements with MTA and PUC that establish the accounting and payment procedures.
- 4. **Supporting Cost Documentation** - On a monthly basis, DPW shall review for accuracy and submit all appropriate support (invoices, timesheets, etc) for labor and non-labor costs performed by DPW and other City Departments. DPW will submit payments to other City Departments within 15 days from approval of the supporting cost documentation. Under this MOU, OCII and DPW agree that OCII will pay all indirect costs and overhead related to project expenses. The DPW indirect cost plan incorporates costs that cannot be readily attributable to a specific direct project, including indirect labor, mandatory fringe benefits (MFB) for indirect labor, paid time off (and associated MFBs) for indirect labor, and indirect non-labor. For indirect labor this includes costs for time worked for support or administration. The overhead costs cover DPW non-project management, training, rent, materials, supplies and equipment, and fuel and maintenance. Also included in overhead is Department Administration costs, including the Director's Office & Public Affairs; Accounting; Contract Administration; Finance Budget and Performance; Information Technology; Personnel, Training & Development, Payroll; Health & Safety (081CA); and some services of other departments, such as services from the Controller's Office, Department of Technology, Human Resources, and rent; and Retiree Health Benefits. OCII has approved the payment of DPW indirect cost and overhead rate of 182.38%, consisting of 24.58% for Paid Time Off, 38.36% for Benefits, and 119.43% for Administration Costs. The invoices submitted to OCII will list the overhead rate. OCII and DPW agree that the indirect cost rates above may be adjusted up or down during the fiscal year to ensure recoveries are consistent with expenditures, however, in no event shall OCII be required to pay in excess of the total amount stated in the MOU.

5. **Financial Recording** - All expenses related to project are capital in nature. All expenses for 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 the OCII's responsibility to notify the Controller's Office that project is completed and can be capitalized as defined by Controller's Office Fixed Assets Defections and Guidelines.
6. **Audits** – DPW 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 DPW receives a written request
7. **Record Retention** – DPW will follow the record retention and storage policy as outlined in the Department Procedure 2.1.5
8. **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 DPW's activities under this MOU, excluding the willful misconduct or gross 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. DPW shall require any subcontractors to maintain insurance in compliance with City Policy

X. DISPUTE RESOLUTION

DPW 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 DPW and OCII shall resolve disputes arising out of this MOU expeditiously. If the case of a dispute involving the transfer of monies to DPW to resolve insufficient funds, a temporary stop date will be placed on the job order preventing DPW 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.

XI. ENTIRE AGREEMENT

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

XII. 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.

XIII. SEVERABILITY

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

XIX. ATTACHMENTS:

Attachment A: Roles and Responsibilities Matrix dated September 17, 2013.

Attachment B: San Francisco Municipal Transportation Agency (MTA) Letter of Agreement dated September 17, 2013.

Attachment C: San Francisco Public Utilities Commission (PUC) Letter of Agreement dated September 17, 2013.

Attachment D: Subphase 2A Services Breakdown and SFMTA Livable Streets Section

Attachment E: Subphase 2B Services Breakdown

Attachment F: Granite Paver Bands, Benches, Trash Receptacles, Rain Gardens Term Sheet

Attachment G: Form of Construction Contract between DPW and General Contractor for construction of the FSIP

Attachment H: Subphase 2C Services Breakdown

Attachment I: Subphase 2C SFPW Construction Management Plan for the FSIP

Transbay Folsom Street Improvement Project (2nd to Spear)
September 17, 2013

Attachment A

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		CMG Deliverables	OCII Deliverables	PM: Frank Filice, Mardi Camacho	Industrial Electrical/Mechanical: Steven T. Lee	Streets/Hwys: Stephen O'Sullivan (PL)	LA: Martha Ketterer	Hydraulic Eng: John J Helmuth	BSM (ROW): John Kwong	SAR (Site Assess & Remed): Stan DeSouza	ADA: Kevin W Jensen	CQA: Scot Burbank	SFMTA: Ricardo Olea, Brian Dusseault	PUC: Molly Petrick	Inspection Services: Keanway Kyi	Legal: DPW (COORD. ONLY)
1	TASKS															
2	PHASE 1: DESIGN DEVELOPMENT / PERMIT & APPROVALS PHASE															
3	DPW Responsibilities															
4	Prepare MOU, (no public art, See cost estimates in each sub package of MOU, 2 budget phases			X	X	X	X	X	X	X	X	X	X		X	X
5	NOI: Area 2 Folsom Street & 5 year plan			X		X							X			
6	Site visit(s)	X	X	X		X					X				X	
7	SD package review with standards			X	X	X	X	X	X	X	X	X	X		X	
8	100% SD cost estimate review															
9	Conduct an Article 20 analysis of soil for hazardous waste		X	X						X						
10	Hazardous material soils engineering.		X							X						
11	50% DD DPW team meetings- monthly with client and CMG			X		X					X		X	X		
12	Present projects to CULCOP (Due by 50% DD)			X		X							X			
13	Present projects to ISCOTT (Due by 50% DD)			X		X							X			
14	Present projects to TASC (Due by 50% DD)			X		X							X			
15	Submit application and hearing for parking removal (Due by 50% DD)					X					X		X			
16	100% DD DPW team meeting(s)- monthly with client and CMG			X		X					X		X	X		
17	Utility coordination meeting(s)		X													
18	Provide ADA design review			X							X					
19	Validate CMG's design assumptions (electric demand & needs, street design, parking, traffic)			X	X	X	X	X	X	X	X	0	X		X	0
20	100% SD package and Cost Estimate reviews with standards			X	X	X	X	X	X	X	X	X		X	X	X
21	Obtain approval for non-standard pavements and replacement thereof for excavators (resolve @ 50% DD)			X							X		X			
22	50% DD package and Cost Estimate reviews with standards			X	X	X	X	X	X	X	X	X			X	X
23	100% DD package and Cost Estimate reviews with standards and spec outline			X	X	X	X	X	X	X	X	X			X	X
24	CD 50% DPW team meeting(s)			X	?	X	?	X	?		X		X	X		
25	50% CD drawing and Cost Estimate reviews with standards and draft spec			X	X	X	X	X	X	X	X	X			X	X
26	Obtain Board of Supervisors approvals for sidewalk widths and curb line modifications, occurs after 50% CD			X					X				X			X
27	A Special Traffic Permit is required for bicycle lane changes												X			
28	CEQA clearance/determinations - for lane configuration & geometry		X	X												
29	Permit: BUF (Urban Forestry) Obtain permission to remove existing trees		X	X												
30	Submit General Plan referral application and fee		X	X												
31	Route CMG submissions through City departments for review, input, and guidance; coordinate feedback; sort out conflicts between departments			X		X							X	X		X
32	SFMTA and PUC proposal reviews			X	X			X			X		X	X		

Transbay Folsom Street Improvement Project (2nd to Spear)
September 17, 2013

Attachment A

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		CMG Deliverables	OCII Deliverables	PM: Frank Filice, Marci Camacho	Industrial Electrical/Mechanical: Steven T. Lee	Streets/Hwys: Stephen O'Sullivan (PL)	LA: Martha Ketterer	Hydraulic Eng: John J Helmuth	BSM (ROW): John Kwong	SAR (Site Assess & Remed): Stan DeSouza	ADA: Kevin W Jensen	CQA: Scot Burbank	SFMTA: Ricardo Olea, Brian Dusseault	PUC: Molly Petrick	Inspection Services: Keanway Kyi	Legal: DPW (COORD. ONLY)
1	[Grab your reader's attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.]															
33	Coordinate affected utilities with respective owners within franchise agreement (PG&E, AT&T, other 3rd party utilities)			X	X	X										
34	Misc. items to verify		X								X					
35	Exception: Temporary shoring designs for basement excavations.					C										
36																
37	PUC Joint Project Design Responsibilities															
38	PUC sewer proposal review			X	X			X								
39	100% SD package and Cost Estimate reviews with standards			X	X	X	X	X	X	X	X	X			X	X
40	50% DD package and Cost Estimate reviews with standards			X	X	X	X	X	X	X	X	X			X	X
41	100% DD package and Cost Estimate reviews with standards and spec outline			X	X	X	X	X	X	X	X	X			X	X
42	50% CD drawing and Cost Estimate reviews with standards and draft spec			X	X	X	X	X	X	X	X	X			X	X
43																
44	MTA Design Responsibilities															
45	Preliminary input on construction phasing to accommodate access to sidewalks, roadways to/from streets and adjacent properties and minimize impacts on peds, transit and vehicle traffic. Assumption is that MTA will provide traffic routing specs, conceptual signal design (coordinate w/ BOE Electrical), traffic signing plans, instructions on implementation of signals and signs, Traffic Routing Plans, Specifications & Cost Estimates (lane requirements, Muni, detours, final striping, etc). Some or all of this can be moved to Design Review Phase if appropriate - bbd												X			
46	Determine whether existing conduits, pole foundations, and spacing could be re-used for new street lights	X		X	X	X					X			X		
47	Parking meters and utility requirements					X					X		X			
48	Provide minimum requirements for block parking meter stations			X		X					X		X			
49	Traffic, security, safety design details				X	X					X		X			
50	Traffic signal design. (Topic)										X		X			
51	Traffic engineering studies or modeling.												?			
52	100% SD package and Cost Estimate reviews with standards			X	X	X	X	X	X	X	X	X			X	X
53	50% DD package and Cost Estimate reviews with standards			X	X	X	X	X	X	X	X	X			X	X
54	100% DD package and Cost Estimate reviews with standards and spec outline			X	X	X	X	X	X	X	X	X			X	X
55	50% CD drawing and Cost Estimate reviews with standards and draft spec			X	X	X	X	X	X	X	X	X			X	X
56	Obtain permission to remove Taxi only lane		X	X									X			
57	Apply for, attend hearing(s), meet with affected parties with respect to two-way Folsom		X	X									X			
58																
59	OCII Responsibilities Misc. Items to Verify: Not Part of Scope															

Transbay Folsom Street Improvement Project (2nd to Spear)
September 17, 2013

Attachment A

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	TASKS	CMG Deliverables	OCII Deliverables	PM: Frank Filice, Marci Camacho	Industrial Electrical/Mechanical: Steven T. Lee	Streets/Hwys: Stephen O'Sullivan (PL)	LA: Martha Ketterer	Hydraulic Eng: John J Helmuth	BSM (ROW): John Kwong	SAR (Site Assess & Remed): Stan DeSouza	ADA: Kevin W Jensen	CQA: Scot Burbank	SFMTA: Ricardo Olea, Brian Dusseault	PUC: Molly Petrick	Inspection Services: Keanway Kyi	Legal: DPW (COORD. ONLY)
60	Enter into contract with SFAC for turn-key arts programming		X													
61	Obtain SF Arts Commission approval through civic design committee		X													
62	Workshops seeking community input and support		X													
63	Design of roof terraces and on-structure exterior spaces.															
64	Environmental graphics and way finding signage.															
65	Wetlands design and regulatory approvals.		X													
66	Designs for any elements of a building, penetrations of a building, connections to a building, or waterproofing of any part of the building.	X	X								X					
67	Design of extensive utility relocations (greater than 30 feet long per relocation) within Folsom Street or Essex Street.															
68	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.										X					
69	Sustainability certification such as LEED.															
70	Technical photometric lighting renderings or animations that depict the lighting design in an accurate, photorealistic manner.															
71	Design of iconic or feature lighting as a public art element, beyond conceptual design.	X	X													
72	Noise studies for external spaces.															
73	Security systems, e.g. CCTV, traffic barriers.												X			
74	Parking lot ticket vending machines and control barriers, including associated utility connections.										X					
75	Right of entry property agreement		X													
76	DD package review with standards			X	X	X	X	X	X	X	X	X			X	X
77	CMG cost estimate(s) review			X	X	X	X	X	X	X	X	X			X	X
78	Utilities relocations greater than 30' distance			X												
79	CEQA clearance/determinations - for lane configuration & geometry		X	X												
80	Obtain permission to perform streetscape work on private property at 303 Second Street, (by end of 100% DD)		X													
81	Submit General Plan referral application and fee		X													
82	Right of entry, approval authorization for adjacent business and property owners		X													
83	CMG Responsibilities															
84	Topographic survey by Martin M. Ron Associates Deliverables	X														
85	Arborist Report (tree survey and soil investigation) by SBCA Tree Consulting Deliverables	X														
86	Soil profile by Wallace Laboratories Deliverables	X														
87	Storm water calculations by Arup Deliverables	X														
88	Utility composite by Arup Deliverables	X														

Transbay Folsom Street Improvement Project (2nd to Spear)
September 17, 2013

Attachment A

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	TASKS	CMG Deliverables	OCII Deliverables	PM: Frank Filice, Marci Camacho	Industrial Electrical/Mechanical: Steven T. Lee	Streets/Hwys: Stephen O'Sullivan (PL)	LA: Martha Ketterer	Hydraulic Eng: John J Helmuth	BSM (ROW): John Kwong	SAR (Site Assess & Remed): Stan DeSouza	ADA: Kevin W Jensen	CQA: Scot Burbank	SFMTA: Ricardo Olea, Brian Dusseault	PUC: Molly Petrick	Inspection Services: Keanway Kyi	Legal: DPW (COORD. ONLY)
89	Streetlight photometric? Deliverables	X														
90	Schematic Design based on Full Project Scope	X		X	X	X	X	X								
91	Allow for installation of banners between pedestrian and vehicular lighting fixtures						X									
92	Utility demand & sizing design		X	X		X										
93	"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."															
94	"Civil engineering to coordinate utility connections to within 3-feet of the building perimeter for small maintenance buildings and/or retail kiosks within the parks"															
95	Utilities relocations greater than 30' distance			X												
96	100% SD Package	X														
97	50% DD Package	X														
98	100% DD Package	X														
99	50% CD Package	X														
100	100% SD Cost Estimate Submittal	X		X	X	X	X	X								
101	50% DD Cost Estimate (Adjust Scope based on available funding)	X		X	X	X	X	X								
102	100% DD Cost Estimate	X		X	X	X	X	X								
103	50% set Cost Estimate Submittal	X		X	X	X	X	X								
104	100% set Cost Estimate Submittal	X		X	X	X	X	X								
105	PHASE 2: CONSTRUCTION DOCUMENTS / BID / INSPECTION PHASE															
106	DPW Responsibilities															
107	Hazardous soils engineering & mitigation			X						X						
108	Environmental engineering and support.			X		X				X		X				
109	Implement design related mitigation measures			X						X						
110	Soils engineering & mitigation for planting									X						
111	Design of temporary items required during construction e.g., temporary tree protection fencing, etc.										X		X			
112	CD 100% DPW team meeting(s)			X	?	X	?	X	?		X					
113	100% CD drawing and Cost Estimate review			X	X	X	X	X			X	X	X		X	
114	Specification review			X	X	X	X	X			X	X	X		X	
115	Apply for street improvement permit			X							X					
116	Review requirements for specs and drawings for all interim submittals and final CD set	X				X										
117	Specification: Division 0 preparation										X					
118	Specs: Division 0 - Bid Sheet			X	X	X	X	X	0	0	0	X			0	
119	Specification: Division 1 preparation		X	X	X	X	X	X	X	X	X	X	X		X	

Transbay Folsom Street Improvement Project (2nd to Spear)
September 17, 2013

Attachment A

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	TASKS	CMG Deliverables	OCII Deliverables	PM: Frank Filice, Marci Camacho	Industrial Electrical/Mechanical: Steven T. Lee	Streets/Hwys: Stephen O'Sullivan (PL)	LA: Martha Ketterer	Hydraulic Eng: John J Helmuth	BSM (ROW): John Kwong	SAR (Site Assess & Remed): Stan DeSouza	ADA: Kevin W Jensen	CQA: Scot Burbank	SFMTA: Ricardo Olea, Brian Dusseault	PUC: Molly Petrick	Inspection Services: Keanway Kyi	Legal: DPW (COORD. ONLY)
120	Specification: Division 1 preparation			0	0	X	0	0	0	0	0	X	X		0	0
121	Specification: Division 1 Summary of Work, Bid Item, Alternates and Bid Item Descriptions			X	X	X	X	X	0	0	0	X			0	0
122	Specification: Division 1 write a description for bid item based on technical specification	X														
123	Specification: Division 1 preparation			X	R	X	R	R	R	X	R	L	X		X	X
124	Prepare Advertisement											X				
125	QBD - Questions from Bidders Response during advertisement											X				
126	Addendum as required											X				
127	Coordinate receipt of bids with Contract Admin			X												
128	Construction Management			X		X				X						
129	RFI review and response	X		X	X	X	X	X	X	X	X	L	X			
130	RFI review and response	X		X	X	X	X	X	X	X	X	L	X			
131	Inspections			X		X				X	X			X		
132	Inspections: Final walk through	X		X		X										
133	Budget: PM, Bid award, CM, CO inspection, closeout, project evaluation			X												
134	Post construction, project evaluation			X												
135	BID DPW team meeting(s)			X	?	X	?	?	?	?	X					
136	Pre Bid meeting(s)	X	X	X												
137	Site visit(s)	X	X	X		X									X	
138	PUC Responsibilities															
139	100% CD drawing and Cost Estimate review			X	X	X	X	X			X	X	X		X	

Transbay Folsom Street Improvement Project (2nd to Spear)
September 17, 2013

Attachment A

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	TASKS	CMG Deliverables	OCII Deliverables	PM: Frank Filice, Marci Camacho	Industrial Electrical/Mechanical: Steven T. Lee	Streets/Hwys: Stephen O'Sullivan (PL)	LA: Martha Ketterer	Hydraulic Eng: John J Helmuth	BSM (ROW): John Kwong	SAR (Site Assess & Remed): Stan DeSouza	ADA: Kevin W Jensen	CQA: Scot Burbank	SFMTA: Ricardo Olea, Brian Dusseault	PUC: Molly Petrick	Inspection Services: Keanway Kyi	Legal: DPW (COORD. ONLY)
140	MTA Responsibilities															
141	Design of temporary items required during construction e.g., traffic management plans, etc.										X		X			
142	East end of Folsom requires a Holiday Moratorium for construction between Thanksgiving and New Years												X			
143	100% CD drawing and Cost Estimate review			X	X	X	X	X			X	X	X		X	
144	Install traffic signals for westbound Folsom to include signal phasing and timing changes as needed - bbd				X	X							X			
145	Install signage for westbound Folsom				X	X							X			
146	Install striping for westbound Folsom				X	X							X			
147	Install pavement markings for westbound Folsom				X	X					X		X			
148	Install traffic loop detectors for westbound Folsom				X	X							X			
149	OCII Responsibilities															
150	Apply for mid-block crossing at Essex Street										X		X			

Transbay Folsom Street Improvement Project (2nd to Spear)
September 17, 2013

Attachment A

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	TASKS	CMG Deliverables	OCI Deliverables	PM: Frank Filice, Marci Camacho	Industrial Electrical/Mechanical: Steven T. Lee	Streets/Hwys: Stephen O'Sullivan (PL)	LA: Martha Ketterer	Hydraulic Eng: John J Helmuth	BSM (ROW): John Kwong	SAR (Site Assess & Remed): Stan DeSouza	ADA: Kevin W Jensen	CQA: Scot Burbank	SFMTA: Ricardo Olea, Brian Dusseault	PUC: Molly Petrick	Inspection Services: Keanway Kyi	Legal: DPW (COORD. ONLY)
151	CMG Responsibilities															
152	Stub outs for parks, coordination	X														
153	Design of temporary items required during construction e.g., staging plans, etc.										X		X			
154	RFI review and response	X				X						L				
155	Inspections: Final walk through	X		X		X										
156	Outstanding Items for Discussion															
157	Jt Awss Cistern System (PUC)			X										X		
158	Jt Muni Project ???			X							X					
159	Jt Sewer Replacement (PUC)			X										X		
160	Jt Water Line Replacement (PUC)			X										X		
161	Private Developers			X												
162	Temporary Shoring: basement Excavation															
163	TJPA issues			X							X		X			
164																
165	Items Not Part of Project															
166	Set up CBD and/or Mello Roos for permanent operation and maintenance		X	X							?					
167	Phase 2 Area 3A/B, Oscar Park thru CD's, CO										?					
168	Phase 2 Area 4, Bay Bridge Ramp OC DD, concept										?					
169	Phase 2 Area 5, 41 Tehama owner open space integration with Oscar Park concept										?					
170	Phase 2/3: Area 1, East side of Essex (park) thru CD's, CO										?					
171	Phase 2: Conduct an environmental site assessment for Oscar Park		X							X	?					
172	Phase 2: Noi area 1										?					
173	Phase 2: Obtain Caltrans encroachment permit for Oscar Park			X							?					
174	Phase 2: SWPPP Area 1										?					
175	Phase 2: Acquire land and air rights for Oscar Park; determine limitations for work around Caltrans structures and systems		X								?					

LETTER OF AGREEMENT

Attachment B

By execution of this Letter Agreement between the San Francisco Department of Public Works (DPW) and the San Francisco Municipal Transit Agency (MTA) on this day of September 17, 2013, the parties agree as follows:

The Performing Party shall complete the work described below within the time specified, and that the Requesting Party shall pay for such work in accordance with the Details of Payment specified herein.

Project Title:	TRANSBAY FOLSOM STREET IMPROVEMENT PROJECT
Performing Party:	San Francisco Municipal Transportation Agency
Requesting Party:	San Francisco Department of Public Works

Work to be performed: MTA shall perform the work or cause its consultants and contractors to perform the work set forth in the MOU between Office of Community Investment and Infrastructure (OCII) and DPW dated September 17, 2013 incorporated herein by reference and attached.

Details of Payment: In reference to the MOU between DPW and OCII, MTA shall set-up estimated revenue and expenditure appropriations in a capital program structure and index codes. OCII has approved the payment of MTA overhead costs based on an approved overhead rate from a federal or state granting agency. DPW shall reimburse MTA an amount not to exceed the stated amount in the MOU for MTA's share of costs spent on the Transbay Folsom Street Improvement Project.

All billings, including documents supporting all charges, shall be submitted to DPW within 15 days after the end of each month and shall include:

- Copies of Detailed Labor Cost Report for payrolls paid during the previous month, which includes: project number; index code; employee name; hours charged; salary; mandatory fringe benefits; paid time off; overhead costs and
- Copies of invoices from 3rd parties supported by purchase orders and the FAMIS document numbers.

DPW shall collect all appropriate back-up (timesheets, invoices, etc) for labor and non-labor costs, review for accuracy, and forward to OCII for review. Based on approval of the charges, payment to MTA will be made no later than 30 days of receipt of invoice and supporting documentation. In the event MTA charges are not approved, the DPW project manager shall notify MTA Project Manager and MTA Finance Manager, or designee, within 15 days of receipt of supporting documentation, stating as to reason why and what the corrective action should be, if any. MTA will be given 15 days to provide missing documents or resolve issues. Any unresolved charges that have not been reversed or resolved after 60 days will be referred to the Controller's Office for final resolution. The Controller's Office will review the written documents provided, including the scope of work, budget, period of performance and other supporting documentation to determine if the charges meet the agreed upon terms and conditions.

Indemnification: MTA shall cause all consultants and contractors providing services pursuant to this MOU to indemnify DPW in the same manner in which the City is indemnified. MTA shall also cause all consultants and contractors to name DPW as an additional insured on their commercial general liability, automobile liability, and professional liability insurance policies. Evidence of such required insurance shall be provided to DPW before Notice to Proceed is given.

We agree to the foregoing:

Mohammed Nuru	Date
Director	
San Francisco Department of Public Works	

Edward D. Reiskin	Date
Director of Transportation	
San Francisco Municipal Transportation Agency	

Jocelyn Quintos	Date
Acting Deputy Director	
San Francisco Department of Public Works	

Sonali Bose	Date
Chief Finance Officer	
San Francisco Municipal Transportation Agency	

LETTER OF AGREEMENT

Attachment C

By execution of this Letter Agreement between the San Francisco Department of Public Works (DPW) and the San Francisco Public Utilities Commission (PUC) on this day of September 17, 2013, the parties agree as follows:

The Performing Party shall complete the work described below within the time specified, and that the Requesting Party shall pay for such work in accordance with the Details of Payment specified herein.

Project Title:	TRANSBAY FOLSOM STREET IMPROVEMENT PROJECT
Performing Party:	San Francisco Public Utilities Commission
Requesting Party:	San Francisco Department of Public Works

Work to be performed: PUC shall perform the work or cause its consultants and contractors to perform the work set forth in the MOU between Office of Community Investment and Infrastructure (OCII) and DPW dated September 17, 2013 incorporated herein by reference and attached. As noted in MOU between OCII and DPW, DPW 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 project, DPW shall inform PUC and request that PUC pay the fees through PUC's existing encumbrance with third party utility. PUC will then include payments in their reimbursement request.

Details of Payment: In reference to the MOU between DPW and OCII, PUC shall set-up estimated revenue and expenditure appropriations in a capital program structure and index codes. OCII has approved the payment of PUC overhead costs based on an approved overhead rate from a federal or state granting agency. DPW shall reimburse PUC an amount not to exceed the stated amount in the MOU for PUC's share of costs spent on the Transbay Folsom Street Improvement Project plus any fees paid by PUC to third party utilities on behalf of DPW, as approved in the MOU budget.

All billings, including documents supporting all charges, shall be submitted to DPW within 15 days after the end of each month and shall include:

- a. Copies of Detailed Labor Cost Report for payrolls paid during the previous month, which includes: project number; index code; employee name; hours charged; salary; mandatory fringe benefits; paid time off; overhead costs and
- b. Copies of invoices from 3rd parties supported by purchase orders and the FAMIS document numbers.

DPW shall collect all appropriate back-up (timesheets, invoices, etc) for labor and non-labor costs, review for accuracy, and forward to OCII for review. Based on approval of the charges, payment to PUC will be made no later than 30 days of receipt of invoice and supporting documentation. In the event PUC charges are not approved, the DPW project manager shall notify PUC Project Manager and PUC Finance Manager, or designee, within 15 days of receipt of supporting documentation, stating as to reason why and what the corrective action should be, if any. PUC will be given 15 days to provide missing documents or resolve issues. Any unresolved charges that have not been reversed or resolved after 60 days will be referred to the Controller's Office for final resolution. The Controller's Office will review the written documents provided, including the scope of work, budget, period of performance and other supporting documentation to determine if the charges meet the agreed upon terms and conditions.

Indemnification: PUC shall cause all consultants and contractors providing services pursuant to this MOU to indemnify DPW in the same manner in which the City is indemnified. PUC shall also cause all consultants and contractors to name DPW as an additional insured on their commercial general liability, automobile liability, and professional liability insurance policies. Evidence of such required insurance shall be provided to DPW before Notice to Proceed is given.

We agree to the foregoing:

MohammedNuru	Date
Director	
San Francisco Department of Public Works	

Harlan L. Kelly, Jr.	Date
General Manager	
San Francisco Public Utilities Commission	

Jocelyn Quintos	Date
Acting Deputy Director	
San Francisco Department of Public Works	

Todd Rydstrom	Date
Chief Finance Officer	
San Francisco Public Utilities Commission	

ATTACHMENT D – SUBPHASE 2A SERVICES BREAKDOWN AND SFMTA
LIVABLE STREETS SECTION

Traffic Signal Construction Documentation	
MTA- Signal design & support	\$166,162.00
DPW- Signal electrical	\$48,780.00
Private property investigation	
Investigate subsidewalk basements- letters (DPW)	\$12,000.00
Public Outreach	
Public Affairs	\$10,000.00
Community Benefits District coordination	
CBD investigation & coordination (DPW)	\$3,000.00
Application and Permit Fees	
Tree planting process (BUF) permit fee	
Tree removal process (BUF) permit fee	\$1,365.00
General plan referral (Planning dept.) inc. sidewalks, permit fee	\$5,073.00
Sidewalk legislation (BSM)	\$15,000.00
Major encroachment permit (BSM)	\$4,253.00
Street Improvement permit (BSM)- remove or narrow driveway	\$1,228.00
Street improvement permit labor (DPW)	\$4,000.00
DPW Project Management for Subphase 2A	
Estimated time for coordination, meetings, and follow-ups to keep project moving forward	\$40,000.00
SUBPHASE 2A SCOPE OF WORK	
SFMTA Livable Streets section tasks	
MTA- Liveable Streets Phase 1work: Phase 1: review of drawing sets and take project through legislation to the SFMTA Board	\$35,000.00

ATTACHMENT E

SUBPHASE 2B SERVICES BREAKDOWN

Agency	Division	Scope of Work	Budget
SFPW	Project Management	SFPW Project Manager will oversee the various SFPW departments, SFPUC, and SFMTA to provide the following: Additional 95% construction documentation plan set to obtain plan comments from City agencies; all construction documentation required to advertise and bid the Project; 100% CD cost estimate to be used for bidding; specifications to accompany bid package; Summary of Work, alternate and bid item descriptions; bid advertisement; answer questions from bidders after advertisement; solicit bids from contractors; review bid submittals; provide bid addendums if necessary; negotiate with contractor prior to award of contract; 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.	\$50,000
SFPW	Streets and Highways	Act as the Engineer of Record to prepare and review the following: 95% construction documentation to obtain comments from City agencies; 100% construction documentation plan set; construction documentation for bid and advertisement for the Project construction contract; 100% CD cost estimate to be used for bidding; preparation and review of specifications to accompany bid package; provide Summary of Work, alternate and bid item descriptions; prepare bid advertisement; answer questions from bidders after advertisement; solicit bids from contractors; review bid submittals; provide bid addendums if necessary; negotiate with contractor prior to award of contract; draft and prepare contract. Continue to coordinate between the City designers and the consultant design team; Attend and conduct bi-weekly design coordination meetings; Attend weekly coordination meetings, as needed, with the SFPW Project Manager and OCII; Work with Construction Management to provide a Constructability Review.	\$145,400
SFPW	Contract Preparation	Prepare non-technical contract specifications, ensure bidders/contractor meet City and applicable OCII requirements for contractual specifications, assist with construction contract preparation	\$25,000
SFPW	Mechanical	The general scope of work for this project includes preparation and review of 95% construction	\$16,000

		documentation plan set, preparing necessary construction documentation, specifications, and engineer's estimate for bid and award, and reviewing all bids and the construction contract, related to new and relocated AWSS facilities.	
SFPW	Hydraulics	The general scope of work for this project includes preparation and review of 95% construction documentation plan set, preparing necessary construction documentation, specifications, and engineer's estimate for bid and award, and reviewing all bids and the construction contract, related to Hydraulics facilities.	\$15,046
SFPW	Electrical	The general scope of work for this project includes preparation and review of 95% construction documentation plan set, preparing necessary construction documentation, specifications, and engineer's estimate for bid and award, and reviewing all bids and the construction contract, related to street lights, conduits, pull boxes, and traffic signals.	\$75,703
SFPW	Site Assessment Remediation	The general scope of work for this project includes preparation and review of 95% construction documentation plan set, preparing necessary construction documentation, specifications, and engineer's estimate for bid and award, and reviewing all bids and the construction contract, related to Hazardous Materials.	\$19,000
SFPW	Access Coordinator	Review all plans and bid construction documentation and specifications for ADA Compliance	\$8,965
SFPUC	City Distribution Department	The general scope of work for this project includes preparation and review of 95% construction documentation plan set, preparing necessary construction documentation, specifications, and engineer's estimate for bid and award, and reviewing all bids and the construction contract, related to water main, water valves, and low pressure fire hydrants.	\$23,154
SFPUC	Wastewater Enterprise	The general scope of work for this project includes preparation and review of 95% construction documentation plan set, preparing necessary construction documentation, specifications, and engineer's estimate for bid and award, and reviewing all bids and the construction contract, related to compliance with wastewater enterprise standards and policies.	\$5,000
SFMTA	Traffic Engineering	Same duties as defined in Subphase 2A but the original fee proposal was over budgeted.	(\$100,000)

TOTAL

\$283,268

ATTACHMENT F
TERM SHEET FOR GRANITE PAVER BANDS, BENCHES, TRASH RECEPTACLES, RAIN
GARDENS

The Project is a joint effort, sponsored and funded by OCII, SFPW, SFPUC, and SFMTA. The Project is for streetscape improvements including new corner bulbs, curb, gutter, and sidewalks, new roadway section, stormwater treatment rain gardens, traffic signals, street and pedestrian lighting, trees, sewer lining, and new transit boarding islands.

The limit of work along Folsom Street extends six blocks from Spear Street to Second Street, primarily on the south side of Folsom Street. OCII sponsored private block developments on the north side of Folsom Street are obligated to implement the streetscape improvements along their respective frontages (at Transbay Redevelopment Blocks 1, 6, 8, and 9). Excepting from the Project the Temporary Terminal frontage, the remaining areas within the Project limits are to be implemented by SFPW as authorized by the Second Amendment and a future Third Amendment needed to secure hard construction costs.

OCII sponsored private block developments shall obtain their own permits independently from the Project and are obligated for maintenance and liability for the public improvements per Public Works Code Section 706 and conditions placed onto their respective major encroachment permits. Granite paver bands, benches, trash receptacles, and rain gardens are considered by SFPW to be non-standard items and may only be installed in public rights of way with SFPW approval of a Major Encroachment Permit. By executing this Second Amendment to the Memorandum of Understanding, SFPW approves of the installation of Granite Paver Bands, Benches, Trash Receptacles, and Rain Gardens within the Project, and agrees that no additional permits (including a Major Encroachment Permit or Sidewalk Permit), terms, conditions, will be required other than the terms provided below:

GRANITE PAVER BANDS

- 1) **Specifications:** Granite Paver Bands (“GPB”) are shown and specified within the permit set of the Folsom Streetscape Improvements Plan (Contract No. 2148J). The GPB are planks (12” x 48” x 1.5” or 12” x 24” x 1.5”) and are commercially available through Coldspring (www.coldspringusa.com) in Academy Black with a thermal finish. Final specifications and approved mock-up samples will be transmitted to SFPW to use as a basis for future replacement. The quarry location is in Clovis, CA and has adequate supply to last at least 300 more years.
- 2) The Greater Rincon Hill Community Benefits District (“CBD”) was established effective January 1, 2016, to provide, in part, maintenance services to the public spaces within the Transbay and Rincon Hill neighborhoods. The Project is within the limits of the CBD and, as required in the CBD Management Plan, the CBD will provide sidewalk sweeping and steam cleaning services within the Project.
- 3) SFPW shall be responsible for the liability, and any future replacement of damaged GPB in the sidewalk locations within the Project in perpetuity.
- 4) Prior to completion of construction of the Project, OCII shall transmit to SFPW funding in an amount equal to 10% of the labor and material costs (as evidenced by the awarded

Contract No. 2148J) of the GPB, which shall be utilized by SFPW exclusively for future replacement cost of the Project GPB. Future replacement GPB cannot be fully known at this time, however SFPW agrees that the 10% OCII funding amount will completely satisfy SFPW to accept the maintenance responsibility should the CBD cease to exist, and be responsible to replace Project GPB if needed. Following acceptance of the funding amount, SFPW further agrees that no other funding will be requested of OCII for this matter and that no stockpile of material will be provided.

- 5) A separate Street Improvement Permit Application and corresponding fee will not be required for the GPB installation since it will be part of and incorporated into the forthcoming Street Improvement Permit Application, with its terms fully described in this Second Amendment.

BENCHES, TRASH RECEPTACLES, AND RAIN GARDENS

- 1) **Specifications:** Four benches, three rain gardens, and twelve trash receptacles are specified within the permit set of the Folsom Streetscape Improvements Plan (Contract No. 2148J) and will be installed during construction of the Project. The benches, trash receptacles and rain gardens are as described below:

- a. Benches

Manufacturer: mm cite (www.mmcite.com)

Model: Preva Urbana, (3) LPU251 with Middle Armrest & (2) LPU252

Material: Steel

Powdercoat: To match Mission Bay Gray – Cardinal C292-GR494

Mounting: Surface Anchor

- b. Trash Receptacles

Manufacturer: Forms+Surfaces (www.forms-surfaces.com)

Model: SLMIS-36, Mission Bay Litter/Recycle Receptacle with Recycling Top

Material: Cast Aluminum

Powdercoat: Mission Bay Gray – Cardinal C292-GR494

Liner: 36 Gallon, Fire rated

Lock: Slam Lock with Approved Key

Mounting: Surface Anchor

- c. Rain Gardens

The rain garden walls and curbs are custom natural gray cast-in-place concrete with a light sandblast finish. Final specifications and approved mock-up samples will be transmitted to SFPW to use as a basis for future replacement. Other components in the rain garden include; plantings, ¾” black basalt rock mulch available from multiple local rock distributors, custom granite splash pad with stone available through Coldspring (www.coldspringusa.com) in Academy Black with a Diamond 200 finish, and a 1’-6”x2’-0” ductile iron trench grate from Urban Accessories (www.urbanaccessories.com).

- 2) The CBD provides maintenance services to the public spaces within the Transbay and Rincon Hill neighborhoods. The Project is within the limits of the CBD. The CBD shall be responsible for the maintenance, liability, and replacement of the benches, trash receptacles, and rain gardens in the locations within the Project for as long as the CBD is in existence.
- 3) Should the CBD cease to exist, SFPW or the CBD will remove the trash receptacles and benches, and replace the rain gardens with the Project sidewalk concrete and granite bands.
- 4) OCII will advance, **subject to appropriation and authorization under the Recognized Obligation Payment Schedule**, funds to SFPW ~~or the CBD~~ for the full cost of the work in #3 should it be required in the future.
- 5) Prior to completion of construction of the Project, OCII shall transmit to SFPW a deposit in an amount equal to 10% of the labor and material costs (as evidenced by the awarded Contract No. 2148J) of the benches, trash receptacles, and rain gardens, which shall be utilized by SFPW exclusively for future removal costs should SFPW or the CBD perform this work in the future.
- 6) An additional MOU between the CBD, SFPW, and OCII shall document the terms above for the benches, trash receptacles, and rain gardens, and will be executed prior to start of construction of the Project.
- 7) A separate Street Improvement Permit Application and corresponding fee will not be required for the trash receptacle, bench, and rain garden installations since it will be part of and incorporated into the forthcoming Street Improvement Permit Application, with its terms fully described in the Second Amendment.

ATTACHMENT H

SUBPHASE 2C SERVICES BREAKDOWN

Agency	Division	Scope of Work	Budget
SFPW	Project Management	SFPW Project Manager (PM) will oversee the various SFPW departments, SFPUC, and SFMTA and manage all aspects of the Project, including the SFPW CM group. PM will award, sign and administer the construction contract. PM 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. PM will ensure appropriate communications with stakeholders, local agencies, general public, residences and businesses in the Project area.	\$200,000
SFPW	Payroll	Administration of certified payroll	\$12,822
SFPW	Streets and Highways	Act as the Engineer of Record to coordinate between the City designers and the consultant design team; Attend bi-weekly construction progress meetings, as needed, with the SFPW Project Manager, CM, General Contractor and OCII.	\$130,934
SFPW	Hydraulics	Visit construction site, attend site meetings and provide construction support to CM staff as necessary, inspect hydraulic facilities installed during construction, and perform walks and punchlists upon completion of construction.	\$4,340
SFPW	Electrical	Provide construction support to the CM staff as necessary for scope of work regarding streetlights, conduits, pull boxes, traffic signals; inspect electrical facilities installed during construction, and provide final walks and punchlists upon completion of construction.	\$20,873
SFPW	Materials Testing Lab	Provide required soils testing and reports for the Project	\$44,682
SFPW	Fire Alarm	Relocation of two fire alarm boxes	\$3,500
SFPW	Monuments	Provide all survey monuments as required by the final Project plans	\$12,400
SFPW	Landscape Support	Provide City review of submittals, final inspections including observation during landscape maintenance period and other support as needed	\$45,108
SFPW	Mechanical	Provide support related to AWSS relocations	\$24,000

SFPW	Access Coordinator	Review all construction to ensure compliance with plans for accessibility.	\$12,834
SFPW	Environmental	Environmental monitoring and construction support	\$63,117
SFPW	Construction Management	Includes SFPW Building Design and Construction group, and Site Assessment and Remediation group. CM is responsible for oversight management of the construction of the project to ensure it is delivered on time, on budget, safely, and in conformance with the approved plans; ensure General Contractor acquires all necessary permits, inspections and approvals; oversee and provide project coordination with the project General Contractor; coordinate with all City agencies and outside utility companies; participate in negotiations involving schedule impact, change orders, payments.	\$1,178,545
SFPW	Public Affairs	Manage all outreach with public, neighbors, City agencies	\$131,000
SFPW	GC Contract	General Contractor Construction Contract amount for OCII sponsored work	\$12,857,727
SFPW	Contingency	12% of the Construction Cost Budget (excluding contingency) to be used for unforeseen conditions and to make modifications to line item costs not fully known at the time of this agreement.	\$1,903,560
SFPW	Deposit	Deposit for possible future labor and material for SFPW improvement removal work as required per 2 nd Amendment Attachment F	\$200,000
SFPW	Fees	Sub-total Fee for Services for SFPW	\$16,845,442
SFPUC	Water Department and Wastewater Enterprise, Streetlights	Provide construction support to the CM as necessary for all construction scopes related to water main, water valves, low pressure fire hydrants, auxilliary water supply system, wastewater and streetlights, perform inspections during construction, and final walks and punchlists upon completion of construction.	\$201,194
SFMTA	Traffic Engineering, Signs, Signals, Paint, Meter Shops	Provide construction support and inspection for multiple traffic signals planned for Project; program and test traffic lights; ensure signal operation, maintenance and support; remove existing parking meters within the limits of work and install new meters and poles; provide all signage for the Project; install all of the permanent striping and pavement markings per plans.	\$700,000
SFMTA	Construction Support	Provide construction support for traffic routing including plan review, attend bi-weekly construction meetings, inspections, resident communication	\$219,920
		Construction Cost Budget	\$17,966,556

**SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO, THROUGH ITS
DEPARTMENT OF PUBLIC WORKS
AND
THE OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE
FOR
THE TRANSBAY FOLSOM STREET IMPROVEMENT PROJECT**

THIS AMENDMENT is made and shall be effective on the 21st day of MARCH 2017, by and between San Francisco Department of Public Works ("SFPW") and the Office of Community Investment and Infrastructure ("OCII"), acting as the Successor Agency to the San Francisco Redevelopment Agency, referred to collectively as "Parties" or individually as "Party".

RECITALS

- A. The Parties entered into a Memorandum of Understanding ("MOU") dated as of September 17, 2013, to define the roles and responsibilities of the Parties regarding design review and project management services for the Transbay Folsom Street Improvement Project (the "Project").
- B. The MOU incorporated a scope of work outlined in the Transbay Folsom Street Improvement Project Agreement, which divided the Project into two phases of work. For the Phase 1 Scope of Work, SFPW provided design review services up through 50% construction documentation, permit application coordination, conceptual design for traffic signals, and conditional approval for the Project designed by OCII through its contract with Conger Moss Guillard Landscape Architecture ("CMG"). SFPW has entered into ancillary Letters of Agreement with the San Francisco Municipal Transportation Agency ("SFMTA") and the San Francisco Public Utilities Commission ("SFPUC") to assist with the implementation of the Project. Although the Phase 1 and Phase 2 work scopes were addressed in the MOU, only the Phase 1 scope of work was contracted with SFPW.
- C. Phase 2 covers 100% construction documentation, bidding and contracting services, and construction management, inspection, and acceptance services. To maintain the Project schedule and properly sequence the required work, Phase 2 was divided into three Subphases: 2A, 2B and 2C.
- D. On August 18, 2015, a First Amendment to the MOU was approved to fund services necessary for a Subphase 2A. This Subphase was required to complete necessary private property investigations, public outreach, fund permit fees, and additional project management tasks prior to the next Subphase of the Project.
- E. Subphases 2B and 2C cover the work necessary to approve, bid, contract, manage, and construct the Project. SFPW will deliver the completed Project after the Subphases have been authorized. This Second Amendment to the MOU covers Subphase 2B ("Second Amendment").

- F. Subphase 2B includes the following tasks for SFPW: Reviewing and managing an additional 95% CD plan set for permit submission; continuing to manage the project team to provide the required construction documentation for advertisement and bid of the Project; reviewing 100% CD cost estimate to be used for bidding; preparing and reviewing specifications to accompany bid package; providing Summary of Work, alternate and bid item descriptions; preparing bid advertisement; answering questions from bidders after advertisement; soliciting bids from contractors and reviewing bid submittals; providing bid addendums if necessary; negotiating with contractor prior to award of contract. The Subphase 2B cost includes work originally included in the MOU with the exception of 95% permit submission, which is a standard City submission to obtain plan comments from City agencies. The total Phase 2B cost is \$283,268. A breakdown of these costs is included in Attachment E to this Amendment.
- G. OCII desires to have SFPW perform the Subphase 2B work through the Second Amendment, as more fully described in Section IV, Scope of Services, to the MOU.
- H. The Parties wish to amend the terms of the MOU by amending the Scope of Services to include Subphase 2B, increasing the professional services fees, and amending some terms of the MOU.
- I. The Project is designed with non-standard granite paver bands, benches, trash receptacles, and rain gardens within the Project, which, through this MOU, will be permissible as detailed in Attachment F and Attachment G.
- J. Prior to award of the construction contract, OCII will approve a third amendment to the MOU that will cover the hard construction costs (Subphase 2C). The third amendment will also describe the cost sharing amongst the other agencies, change order authority, acknowledgment of the funding sources, and utilization of the San Francisco Administrative Code Chapter 14B for Local Business Enterprise subcontracting participation requirements in harmony with OCII's SBE program.

Therefore, the Parties agree that all terms of the MOU shall remain in effect, except as amended below:

AGREEMENT

Sections of the MOU are amended as follows:

- A. Section III, PROJECT SCHEDULE AND DELIVERABLES is hereby amended to delete the section in its entirety and replace the section with the following:

The term of this contract shall be seven years from the date of execution. The delivery dates will be based on submittal of the design documents by CMG and OCII. CMG will provide DPW with 12 bound sets and 1 DVD of the drawings for each design package. DPW estimates 2 months 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 agencies and return comments to 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. Modification to the Project schedule will be the subject of negotiation and mutual acceptance by OCII and DPW.

Phase 1 Deliverables are:	Due Date
Schematic Design Package comments	October, 2012
50% Design Development (DD) Package comments	2 months after Submission
100% Design Development Package comments	2 months after Submission
50% Construction Document (CD) Package comments	2 months after Submission

Phase 2 Deliverables are:	Due Date
95% Construction Document Package comments	April, 2017
100% Construction Document Package comments	June 2017
Bid	August 2017
Award	September 2017
Construction Management / Inspections	October 2017 – April 2019

- B. Section V, "**PHASE 2 - CONSTRUCTION DOCUMENTS, BID, AND INSPECTION PHASE**" is hereby amended to include the underlined description of Subphase 2B work:

V. PHASE 2 - CONSTRUCTION DOCUMENTS, BID, AND INSPECTION PHASE

Phase 2 covers 100% construction documentation, bidding and contracting services, and construction management, inspection, and acceptance services. To maintain the Project schedule and properly sequence the required work, the Project will be dividing Phase 2 into three Subphases: 2A, 2B and 2C. Subphase 2A provides the funding to complete the work necessary prior to bidding, contracting, and construction. Subphase 2B will cover the work necessary to bid and award the Project contract, and Subphase 2C will cover the construction contract, construction management, inspection, and acceptance services for the Project.

The Phase 2A work is:

- (1) Traffic signal construction documentation design; Final traffic signal design, to provide a complete traffic signal design ready for bidding and construction.
 - a. Traffic Control Specification and Cost Estimate
 - b. Existing Striping Plan
 - c. Provide design review comments
 - d. Designs for traffic signal modifications at the following intersections in order to accommodate the proposed two-way traffic operation and cycle track improvements:
 - I. Folsom St. and Spear St.

- II Folsom St. and Main St.
- III. Beale St. and Folsom St.
- IV. Folsom St. and Fremont St.
- V. First St. and Folsom St.
- VI. Essex St. and Folsom St.
- VII. 2nd St. and Folsom St.

e. Traffic Signal Specification and Cost Estimate

(2) Private property investigations;

Conduct investigations for the presence of sub-sidewalk basements within the project limits. Recommend methods needed to incorporate these structures into the design. Recommend methods needed if the property owner is unwilling to work with the project.

(3) Public outreach regarding construction of the Project;

DPW will conduct public outreach for the Project by creating a web page, advertising and seeking public input to a broad population. DPW will conduct two such meetings and provide advance, electronic mail as well as mailed notices to individual property owners concerning tree removal, maintenance, driveway changes, and working around sub-sidewalk basements.

(4) Community Benefit District coordination;

Review and comment on the proposed Greater Rincon Hill Community Benefits District with respect to maintenance of materials and items above the general benefits that City will provide.

(5) Application and permit fees, and;

- a. Coordinate application and hearing for tree removals and tree plantings
- b. Coordinate application and hearing for Surface Mounted Facilities
- c. Obtain approval for a Street Improvement Permit to remove or narrow existing driveways.
- d. Obtain approvals, indemnifications, and encroachments from property owners having sub-sidewalk basements.
- e. Tree planting and removal permit
- f. General Plan Referral application
- g. Sidewalk legislation
- h. Major Encroachment Permit (if needed)
- i. Street Improvement permit
- j. Surface Mounted Facilities permit
- k. Permit for existing driveways
- l. General Plan Referral
 - i. Fill out General Plan Referral application per SF Planning Department Section 101.1, "Master Plan Consistency and Implementation".
 - ii. Work with assigned case planner to clarify questions related to the application.
 - iii. Submit required fees to be reimbursed by OCII under this MOA.

(6) DPW project management costs to oversee the Subphase 2A work.

- a. Provide project management services to oversee the Subphase 2A work described above in items (1) through (5).

- b. Provide additional client meetings regarding development at Transbay Block 6, 425 Folsom Street, and Essex Street Dog Park; utility undergrounding for the Project; and long term maintenance planning with respect to a future CBD.

The cost for these Phase 2A items is \$310,861. A breakdown of these costs is included in Attachment D to this Amendment.

The Subphase 2A cost includes an additional expense related to staffing time, review and approval coordination by the SFMTA Livable Streets section, not originally budgeted in the MOU. The cost for this item is \$35,000 in addition to the \$310,861 shown in the paragraph above, for a total Phase 2A cost of \$345,861.

The Subphase 2B work is:

- (1) DPW project management costs to oversee the Subphase 2B work.
- (2) Provide engineering support services from the following sections of SFPW to complete 100% construction documentation and to bid and award the Project: Streets and Highways, Contract Preparation, Hydraulics, Mechanical, Electrical, ADA, and SFPUC.
- (3) Preparation and review of 95% construction documentation to obtain comments from City agencies.
- (4) SFPW acceptance of Granite Paver Bands, benches, trash receptacles, and rain gardens within the Project per Attachment F.

The cost for these Phase 2B items is \$283,268. A breakdown of these costs is included in Attachment E to this Amendment.

- C. Section VI, "**Professional Fees**" of the MOU is hereby amended, with deletions of the stricken through text and additions as underlined, to reflect the additional costs of the Subphase 2B work:

- (1) Estimated Project Fee for SFPW 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 ~~\$829,523~~ \$1,112,791. 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 Client Department in advance of (i) any costs that exceed one-third per 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 Phase 1 & 2 services 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 that exceed line items in Phase 1 & 2 services will require prior written approval.

- (2) ~~Phase 1: Design Development, Pennit and Approvals Phase, and Subphase 2A — 50% Construction Documents to 95% Construction Documents (permit submission) Phase~~

Item	Reference	Description	Phase 1: Design Development	Amendment No. 1	Total Budget
1	DPW Proposal	Project Managemnt	\$302,925	\$302,925	\$302,925
2	MTA Proposal	San Francisco Municipal Transportation Agency	\$123,105	\$201,162	\$324,267
3	PUC Proposal	San Francisco Public Utilities Commission	\$57,632	0	\$57,632
TOTALS:			\$483,662	\$345,861	\$829,523

- (2) Phase 1 & 2: Phase 1 - Design Development, Permit and Approvals Phase, and Subphase 2A - 50% Construction Documents to 95% Construction Documents and Subphase 2B - 100% Construction Documents (permit submission), Bid, and Award Phase

Item	Description	Phase 1: Design Development	Subphase 2A	Subphase 2B	Total Budget
1	DPW IDC	302,925	144,699	355,114	802,738
2	MTA engineering	123,105	201,162	(100,000)	224,267
3	PUC engineering	57,632	0	28,154	85,786
TOTALS		483,662	345,861	283,268	1,112,791

- D. Section IX, "**Financial Oversight and Audits**" of the MOU is hereby amended with additions as underlined in the text below:

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 to the Implementation Agreement, and the approved ROPS 16-17 for the total amount of the Professional Fees for SFPW services including this amendment. OCII will seek approval for funding for unpaid obligations through ROPS 17-18 and ROPS 18-19 periods as needed. OCII funding will be from bond proceeds. SFPW, SFPUC, and SFMTA will set-up estimated revenue and expenditure appropriations in the appropriate capital project structure and index codes.

2. Details of Payments & Funding - All billings, including documents supporting all charges, shall be submitted to OCII within 15 days after the end of each month. Based on approval of the

charges, payment to SFPW will be made no later than 15 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.

3. Lead Agency - SFPW will act as the City's lead agency to facilitate coordinated review of Project Reimbursement Applications from MTA and PUC. There are separate letters of agreements with MTA and PUC that establish the accounting and payment procedures.

4. Supporting Cost Documentation - On a monthly 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. Under this MOU, OCII and SFPW agree that OCII will pay all indirect costs and overhead related to project expenses. The SFPW indirect cost plan incorporates costs that cannot be readily attributable to a specific direct project, including indirect labor, mandatory fringe benefits (MFB) for indirect labor, paid time off (and associated MFBs) for indirect labor, and indirect non-labor. For indirect labor this includes costs for time worked for support or administration. The overhead costs cover SFPW non-project management, training, rent, materials, supplies and equipment, and fuel and maintenance. Also included in overhead is Department Administration costs, including the Director's Office & Public Affairs; Accounting; Contract Administration; Finance Budget and Performance; Information Technology; Personnel, Training & Development, Payroll; Health & Safety (081CA); and some services of other departments, such as services from the Controller's Office, Department of Technology, Human Resources, and rent; and Retiree Health Benefits. OCII has approved the payment of SFPW indirect cost and overhead rate of 182.38%, consisting of 24.58% for Paid Time Off, 38.36% for Benefits, and 119.43% for Administration Costs. The invoices submitted to OCII will list the overhead rate. SFPW shall be paid for past indirect and overhead costs not yet billed for Subphase 2A. OCII and SFPW agree that the indirect cost rates above may be adjusted up or down during the fiscal year to ensure recoveries are consistent with expenditures, however, in no event shall OCII be required to pay in excess of the total amount stated in the MOU.

5. Financial Recording - All expenses related to Project are capital in nature. All expenses for 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 the OCII's responsibility to notify the Controller's Office that Project is completed and can be capitalized as defined by Controller's Office Fixed Assets Defections and Guidelines.

6. 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.

7. Record Retention - SFPW will follow the record retention and storage policy as outlined in the Department Procedure 2.1.5.

8. 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 gross 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.

D. Section XIII, "**ATTACHMENTS**" of the MOU is hereby amended with the additions underlined in the text below:

Attachment A: Roles and Responsibilities Matrix dated September 17, 2013.

Attachment B: San Francisco Municipal Transportation Agency (MTA) Letter of Agreement dated September 17, 2013.

Attachment C: San Francisco Public Utilities Commission (PUC) Letter of Agreement dated September 17, 2013.

Attachment D: Subphase 2A Services Breakdown

Attachment E: Subphase 2B Services Breakdown

Attachment F: Granite Paver Bands, Benches, Trash Receptacles, Rain Gardens Term Sheet

IN WITNESS WHEREOF, The parties have executed this Amendment on the date set forth above:

SAN FRANCISCO DEPARTMENT OF
PUBLIC WORKS

OFFICE OF COMMUNITY INVESTMENT
AND INFRASTRUCTURE, SUCCESSOR
AGENCY TO THE REDEVELOPMENT
AGENCY

Recommended by:



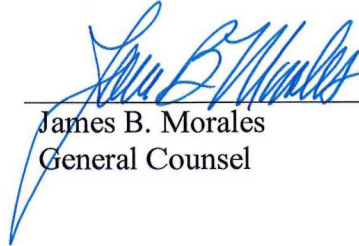
Oscar Gee
Project Manager

APPROVED AS TO FORM:



Yadira Taylor
Deputy City Attorney

APPROVED AS TO FORM:



James B. Morales
General Counsel

Recommended by:



John Thomas
Deputy Director
Infrastructure Design and Construction (IDC)

Approved by:



Nadia Sesay
Interim Executive Director
Office of Community Investment and
Infrastructure

Approved by:



Mohammed Nuru
Director
San Francisco Public Works

ATTACHMENT E

SUBPHASE 2B SERVICES BREAKDOWN

Agency	Division	Scope of Work	Budget
SFPW	Project Management	SFPW Project Manager will oversee the various SFPW departments, SFPUC, and SFMTA to provide the following: Additional 95% construction documentation plan set to obtain plan comments from City agencies; all construction documentation required to advertise and bid the Project; 100% CD cost estimate to be used for bidding; specifications to accompany bid package; Summary of Work, alternate and bid item descriptions; bid advertisement; answer questions from bidders after advertisement; solicit bids from contractors; review bid submittals; provide bid addendums if necessary; negotiate with contractor prior to award of contract; 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.	\$50,000
SFPW	Streets and Highways	Act as the Engineer of Record to prepare and review the following: 95% construction documentation to obtain comments from City agencies; 100% construction documentation plan set; construction documentation for bid and advertisement for the Project construction contract; 100% CD cost estimate to be used for bidding; preparation and review of specifications to accompany bid package; provide Summary of Work, alternate and bid item descriptions; prepare bid advertisement; answer questions from bidders after advertisement; solicit bids from contractors; review bid submittals; provide bid addendums if necessary; negotiate with contractor prior to award of contract; draft and prepare contract. Continue to coordinate between the City designers and the consultant design team; Attend and conduct bi-weekly design coordination meetings; Attend weekly coordination meetings, as needed, with the SFPW Project Manager and OCII;	\$145,400

		Work with Construction Management to provide a Constructability Review.	
SFPW	Contract Preparation	Prepare non-technical contract specifications, ensure bidders/contractor meet City and applicable OCII requirements for contractual specifications, assist with construction contract preparation	\$25,000
SFPW	Mechanical	The general scope of work for this project includes preparation and review of 95% construction documentation plan set, preparing necessary construction documentation, specifications, and engineer's estimate for bid and award, and reviewing all bids and the construction contract, related to new and relocated AWSS facilities.	\$16,000
SFPW	Hydraulics	The general scope of work for this project includes preparation and review of 95% construction documentation plan set, preparing necessary construction documentation, specifications, and engineer's estimate for bid and award, and reviewing all bids and the construction contract, related to Hydraulics facilities.	\$15,046
SFPW	Electrical	The general scope of work for this project includes preparation and review of 95% construction documentation plan set, preparing necessary construction documentation, specifications, and engineer's estimate for bid and award, and reviewing all bids and the construction contract, related to street lights, conduits, pull boxes, and traffic signals.	\$75,703
SFPW	Site Assessment Remediation	The general scope of work for this project includes preparation and review of 95% construction documentation plan set, preparing necessary construction documentation, specifications, and engineer's estimate for bid and award, and reviewing all bids and the construction contract, related to Hazardous Materials.	\$19,000
SFPW	Access Coordinator	Review all plans and bid construction documentation and specifications for ADA Compliance	\$8,965
SFPUC	City Distribution Department	The general scope of work for this project includes preparation and review of 95% construction documentation plan set, preparing necessary construction documentation, specifications, and engineer's estimate for bid and award, and reviewing all bids and the construction contract, related to water main, water valves, and low pressure fire hydrants.	\$23,154
SFPUC	Wastewater Enterprise	The general scope of work for this project includes preparation and review of 95% construction documentation plan set, preparing necessary	\$5,000

		construction documentation, specifications, and engineer's estimate for bid and award, and reviewing all bids and the construction contract, related to compliance with wastewater enterprise standards and policies.	
SFMTA	Traffic Engineering	Same duties as defined in Subphase 2A but the original fee proposal was overbudgeted.	(\$100,000)

TOTAL

\$283,268

ATTACHMENT F

TERM SHEET FOR GRANITE PAVER BANDS, BENCHES, TRASH RECEPTACLES, RAIN GARDENS

The Project is a joint effort, sponsored and funded by OCII, SFPW, SFPUC, and SFMTA. The Project is for streetscape improvements including new corner bulbs, curb, gutter, and sidewalks, new roadway section, stormwater treatment rain gardens, traffic signals, street and pedestrian lighting, trees, sewer lining, and new transit boarding islands.

The limit of work along Folsom Street extends six blocks from Spear Street to Second Street, primarily on the south side of Folsom Street. OCII sponsored private block developments on the north side of Folsom Street are obligated to implement the streetscape improvements along their respective frontages (at Transbay Redevelopment Blocks 1, 6, 8, and 9). Excepting from the Project the Temporary Terminal frontage, the remaining areas within the Project limits are to be implemented by SFPW as authorized by the Second Amendment and a future Third Amendment needed to secure hard construction costs.

OCII sponsored private block developments shall obtain their own permits independently from the Project and are obligated for maintenance and liability for the public improvements per Public Works Code Section 706 and conditions placed onto their respective major encroachment permits.

Granite paver bands, benches, trash receptacles, and rain gardens are considered by SFPW to be non-standard items and may only be installed in public rights of way with SFPW approval of a Major Encroachment Permit. By executing this Second Amendment to the Memorandum of Understanding, SFPW approves of the installation of Granite Paver Bands, Benches, Trash Receptacles, and Rain Gardens within the Project, and agrees that no additional permits (including a Major Encroachment Permit or Sidewalk Permit), terms, conditions, will be required other than the terms provided below:

GRANITE PAVER BANDS

- 1) **Specifications:** Granite Paver Bands (“GPB”) are shown and specified within the permit set of the Folsom Streetscape Improvements Plan (Contract No. 2148J). The GPB are planks (12” x 48” x 1.5” or 12” x 24” x 1.5”) and are commercially available through Coldspring (www.coldspringusa.com) in Academy Black with a thermal finish. Final specifications and approved mock-up samples will be transmitted to SFPW to use as a basis for future replacement. The quarry location is in Clovis, CA and has adequate supply to last at least 300 more years.

- 2) The Greater Rincon Hill Community Benefits District (“CBD”) was established effective January 1, 2016, to provide, in part, maintenance services to the public spaces within the Transbay and Rincon Hill neighborhoods. The Project is within the limits of the CBD and, as required in the CBD Management Plan, the CBD will provide sidewalk sweeping and steam cleaning services within the Project.
- 3) SFPW shall be responsible for the liability, and any future replacement of damaged GPB in the sidewalk locations within the Project in perpetuity.
- 4) Prior to completion of construction of the Project, OCII shall transmit to SFPW funding in an amount equal to 10% of the labor and material costs (as evidenced by the awarded Contract No. 2148J) of the GPB, which shall be utilized by SFPW exclusively for future replacement cost of the Project GPB. Future replacement GPB cannot be fully known at this time, however SFPW agrees that the 10% OCII funding amount will completely satisfy SFPW to accept the maintenance responsibility should the CBD cease to exist, and be responsible to replace Project GPB if needed. Following acceptance of the funding amount, SFPW further agrees that no other funding will be requested of OCII for this matter and that no stockpile of material will be provided.
- 5) A separate Street Improvement Permit Application and corresponding fee will not be required for the GPB installation since it will be part of and incorporated into the forthcoming Street Improvement Permit Application, with its terms fully described in this Second Amendment.

BENCHES, TRASH RECEPTACLES, AND RAIN GARDENS

- 1) **Specifications:** Four benches, three rain gardens, and twelve trash receptacles are specified within the permit set of the Folsom Streetscape Improvements Plan (Contract No. 2148J) and will be installed during construction of the Project. The benches, trash receptacles and rain gardens are as described below:
 - a. Benches
Manufacturer: mm cite (www.mmcite.com)
Model: Preva Urbana, (3) LPU251 with Middle Armrest & (2) LPU252
Material: Steel
Powdercoat: To match Mission Bay Gray – Cardinal C292-GR494
Mounting: Surface Anchor
 - b. Trash Receptacles
Manufacturer: Forms+Surfaces (www.forms-surfaces.com)

Model: SLMIS-36, Mission Bay Litter/Recycle Receptacle with Recycling Top

Material: Cast Aluminum

Powdercoat: Mission Bay Gray – Cardinal C292-GR494

Liner: 36 Gallon, Fire rated

Lock: Slam Lock with Approved Key

Mounting: Surface Anchor

c. Rain Gardens

The rain garden walls and curbs are custom natural gray cast-in-place concrete with a light sandblast finish. Final specifications and approved mock-up samples will be transmitted to SFPW to use as a basis for future replacement. Other components in the rain garden include; plantings, ¾" black basalt rock mulch available from multiple local rock distributors, custom granite splash pad with stone available through Coldspring (www.coldspringusa.com) in Academy Black with a Diamond 200 finish, and a 1'-6"x2'-0" ductile iron trench grate from Urban Accessories (www.urbanaccessories.com).

- 2) The CBD provides maintenance services to the public spaces within the Transbay and Rincon Hill neighborhoods. The Project is within the limits of the CBD. The CBD shall be responsible for the maintenance, liability, and replacement of the benches, trash receptacles, and rain gardens in the locations within the Project for as long as the CBD is in existence.
- 3) Should the CBD cease to exist, SFPW or the CBD will remove the trash receptacles and benches, and replace the rain gardens with the Project sidewalk concrete and granite bands.
- 4) OCII will advance funds to SFPW or the CBD for the full cost of the work in #3 should it be required in the future.
- 5) Prior to completion of construction of the Project, OCII shall transmit to SFPW a deposit in an amount equal to 10% of the labor and material costs (as evidenced by the awarded Contract No. 2148J) of the benches, trash receptacles, and rain gardens, which shall be utilized by SFPW exclusively for future removal costs should SFPW or the CBD perform this work in the future.
- 6) An additional MOU between the CBD, SFPW, and OCII shall document the terms above for the benches, trash receptacles, and rain gardens, and will be executed prior to start of construction of the Project.
- 7) A separate Street Improvement Permit Application and corresponding fee will not be required for the trash receptacle, bench, and rain garden installations since it will be part of and incorporated into the forthcoming Street Improvement Permit Application, with its terms fully described in the Second Amendment.

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO, THROUGH ITS
DEPARTMENT OF PUBLIC WORKS
AND
THE OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE
FOR
THE TRANSBAY FOLSOM STREET IMPROVEMENT PROJECT**

THIS AMENDMENT is made and shall be effective on the ~~16th~~ day of August, 2015, by and between San Francisco Department of Public Works ("SFPDW") and the Office of Community Investment and Infrastructure ("OCII"), the Successor Agency to the San Francisco Redevelopment Agency, referred to collectively as "Parties" or individually as "Party".

RECITALS

- A. The Parties entered into a Memorandum of Understanding ("MOU") dated as of September 17, 2013, to define the roles and responsibilities of the Parties regarding design review and project management services for the Transbay Folsom Street Improvement Project (the "Project").
- B. The MOU incorporates a scope of work outlined in the Transbay Folsom Street Improvement Project Agreement, which divided the Project into two phases of work. For the Phase 1 Scope of Work, SFPDW provides design review services up through 50% construction documentation, permit application coordination, conceptual designs for traffic signals, and approvals for the Project designed by OCII through its contract with Conger Moss Guillard Landscape Architecture ("CMG"). SFPDW has entered into ancillary Letters of Agreement with the San Francisco Municipal Transportation Agency ("SFMTA") and the San Francisco Public Utilities Commission ("SFPUC") to assist with the implementation of the Project. Although the Phase 1 and Phase 2 work scopes were addressed in the MOU, to date only the Phase 1 costs of \$483,662 has been contracted with SFPDW. Currently, the Project has completed nearly all of the Phase 1 Scope of Work including the 50% construction documentation, thus requiring a First Amendment to the MOU for Phase 2 related work.
- C. Phase 2 covers 100% construction documentation, bidding and contracting services, and construction management, inspection, and acceptance services. To maintain the Project schedule and properly sequence the required work, OCII staff is breaking Phase 2 into three Subphases: 2A, 2B and 2C. Subphase 2A provides the funding to complete the work necessary prior to bidding, contracting, and construction. Subphase 2B will cover the work necessary to bid and contract the Project, and Subphase 2C will cover the construction of the Project, anticipated to be brought to the Commission in October 2015.
- D. To maintain the Project schedule, the Phase 2A work required to be performed now is (1) traffic signal construction documentation design; (2) private property investigations; (3) public outreach regarding construction of the Project; (4) Community Benefit District coordination; (5) application and permit fees, and; (6) DPW project management costs to

oversee the Phase 2A work. The cost for these Phase 2A items is \$310,861. A breakdown of these costs is included in Attachment D to this Amendment.

- E. The Subphase 2A cost includes an additional expense related to staffing time, review and approval coordination by SFMTA Livable Streets section, not originally budgeted in the MOU. The cost for this item is \$35,000 in addition to the \$310,861 shown in the paragraph above, for a total Phase 2A cost of \$345,861.
- F. OCII desires to have SFDPW perform the Subphase 2A work through this Amendment, as more fully described in Section IV, Scope of Services, to the MOU.
- G. The Parties wish to amend the terms of the MOU by amending the scope of services to include Subphase 2 and increasing the professional services fees in the amount of \$345,861, in addition to the contract amount of \$483,662, for an overall total of \$829,523. Therefore, the Parties agree that all terms of MOU shall remain in effect, except as amended below:

AGREEMENT

- A. Section IV, "SCOPE OF SERVICES: Phase 1 – The design development, permit and approvals phase" of the MOU is amended with additions as underlined and deletions as stricken-through in the text below:

DPW Infrastructure Design & Construction (IDC) will be responsible for coordinating and consolidating all comments on each design submittal.

Attachment B is the 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:** DPW will route all design packages through City departments for review, input and guidance. DPW will coordinate feedback, sort out conflicts and prepare regular status reports to OCII. The design packages that will be submitted by CMG for review by the team are as follows:
 - a. **100 % Schematic Design ("100% SD):** Review and Comment on 100 % Schematic Design (DPW coordinated review by all Agencies, completed on 10/29/12)
 - b. **Cost Estimate:** Review Cost Estimates on Schematic Design Package (BCD)
 - c. **50% Design Development:** Review and Comment on 50% Design Development Document Package and Cost Estimate (DPW to coordinate review by all Agencies)
 - d. **100% Design Development:** Review 100% Design Development Document Package, Specification Outline, and Cost Estimate (DPW to coordinate review by all Agencies)

- e. **50% Construction Document:** Review Construction Documents, Draft Specifications, and Cost Estimates (DPW to coordinate review by all Agencies)
- 2. **Project Meetings:** Site Visits and Internal Design Team Meeting at each Phase (100%SD, 50%DD, 100%DD, and 50%DD), up to three monthly meetings with OCII and CMG, 4 comment review meetings with CMG: one after each phase.
- 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)
 - b. Add project to 5-year Plan (IDC)
 - c. Present project 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) (IDC)
 - d. Obtain approval from TASC and ISCOTT on sidewalk legislation (IDC)
 - e. Coordinate application and hearing for parking removal (MTA)
 - f. Obtain approval for non-standard pavements and replacements (IDC)
 - g. Board of Supervisors approvals for sidewalk widths and curb line modifications (IDC)
 - h. Special Traffic Permit for bicycle lane changes (MTA)
- 4. **Additional Studies/Reviews:**
 - a. **Site Assessment and Remediation (SAR):** Conduct Article 20 analysis of soil for hazardous waste, Hazardous material soils engineering.
 - a. Site history.
 - b. Site soil investigation.
 - c. Environmental reports, plans, and specifications review.
 - d. Design coordination with the design team, City and regulatory agencies.
 - b. **Disability Access (ADA) Review:** Coordinate with the DPW Disability Access Coordinator (DAC) to develop project American Disability Act (ADA) Parameters and ensure the project is designed to comply with these parameters.
 - 1. Obtain final sign-off by the DAC for permit documents.
 - 2. Coordinate with the DAC for on-site inspection during the construction phase and follow-up with required actions, if any.
- 5. **Traffic Planning:** San Francisco Municipal Transportation Agency (MTA) will perform this task led by DPW, OCII, and CMG.
 - a. Provide input on construction phasing to accommodate access to sidewalks, roadways to/from streets and adjacent properties and minimize impacts on pedestrians, transit and vehicle traffic.
 - b. Provide conceptual signal design (coordinate with BOE Electrical), traffic signing 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:

1. Parking meters and utility requirements.
2. Provide minimum requirements for block parking meter stations.
3. Traffic, security, safety design details.
4. Traffic signal design.
5. Traffic engineering studies or modeling.
6. Obtain permission to remove Taxi only lane.
7. Apply for, attend hearings, and meet with affected parties with respect to two-way Folsom.
8. Coordination between DPW, MTA, and BLHP to determine whether existing conduits, pole foundations, and spacing could be re-used for new street lights for joint utility and City owned poles

6. **Utility Coordination and Review:** DPW will 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.
 1. Determine sewer, water, and fire suppression replacements
 2. DPW to secure approval from PUC for street lighting and power for signals alterations, potable and non potable water systems, and sanitary systems.
- b. **3rd Party Utilities (PG&E, AT&T, and other 3rd Party Utilities):** DPW will take the lead in coordinating with all third party utility companies including: PG&E, SFPUC, telephone, data, and television. If utility work is needed from third party utilities during the course of design, DPW shall inform PUC and request that they pay the fees through their existing encumbrances with the various utility providers. PUC will then include any such payment in their reimbursement request.
 1. DPW will act as the coordinator and assist in communication between the designer of record and the utility providers.
 2. CMG as the designer of record prepares drawings and description of work for the Notice of Intent (NOI) as well as transmittals to the utility providers.
 3. DPW submits the NOI to the utility providers and collects and transfers information to/from CMG.
 4. 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.

5. CMG as the designer of record is responsible for preparing 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.
6. CMG as the design consultant should prepare any technical design information and drawings for DPW to transmit to the utility providers.
7. DPW will provide advice to the Agency and CMG on how to resolve conflicts with utilities if and when issue arises.

c. **Meetings:** Attend a maximum of 2 meetings related to utility coordination. Give one presentation to utility agency staff.

7. **SFMTA Livable Streets section:** Review drawing sets by CMG; draft legislation for SFMTA Board; present project at TASC, ISCOTT, and CULCOP.

B. Section V, “**PHASE 2 - CONSTRUCTION DOCUMENTS, BID, AND INSPECTION PHASE**” of the MOU is amended with additions as underlined and deletions as stricken-through in the text below:

V. PHASE 2 - CONSTRUCTION DOCUMENTS, BID, AND INSPECTION PHASE

Phase 2 covers 100% construction documentation, bidding and contracting services, and construction management, inspection, and acceptance services. To maintain the Project schedule and properly sequence the required work, the Project will be dividing Phase 2 into three Subphases: 2A, 2B and 2C. Subphase 2A provides the funding to complete the work necessary prior to bidding, contracting, and construction. Subphase 2B will cover the work necessary to bid and contract the Project, and Subphase 2C will cover the construction of the Project.

The Phase 2A work is:

(1) Traffic signal construction documentation design;

Final traffic signal design, to provide a complete traffic signal design ready for bidding and construction.

- a. Traffic Control Specification and Cost Estimate
- b. Existing Striping Plan
- c. Provide design review comments
- d. Designs for traffic signal modifications at the following intersections in order to accommodate the proposed two-way traffic operation and cycle track improvements:
 - i. Folsom St. and Spear St.
 - ii. Folsom St. and Main St.
 - iii. Beale St. and Folsom St.
 - iv. Folsom St. and Fremont St.

- v. 1st St. and Folsom St.
- vi. Essex St. and Folsom St.
- vii. 2nd St. and Folsom St.
- e. Traffic Signal Specification and Cost Estimate

(2) Private property investigations;

Conduct investigations for the presence of sub-sidewalk basements within the project limits. Recommend methods needed to incorporate these structures into the design. Recommend methods needed if the property owner is unwilling to work with the project.

(3) Public outreach regarding construction of the Project;

DPW will conduct public outreach for the Project by creating a web page, advertising and seeking public input to a broad population. DPW will conduct two such meetings and provide advance, electronic mail as well as mailed notices to individual property owners concerning tree removal, maintenance, driveway changes, and working around sub-sidewalk basements.

(4) Community Benefit District coordination;

Review and comment on the proposed Greater Rincon Hill Community Benefits District with respect to maintenance of materials and items above the general benefits that City will provide.

(5) Application and permit fees, and;

- a. Coordinate application and hearing for tree removals and tree plantings
- b. Coordinate application and hearing for Surface Mounted Facilities
- c. Obtain approval for a Street Improvement permit to remove or narrow existing driveways.
- d. Obtain approvals, indemnifications, and encroachments from property owners having sub-sidewalk basements.
- e. Tree planting and removal permit
- f. General Plan Referral application
- g. Sidewalk legislation
- h. Major encroachment permit (if needed)
- i. Street Improvement permit
- j. Surface Mounted Facilities permit
- k. Permit for existing driveways
- l. General Plan Referral
 - i. Fill out General Plan Referral application per SF Planning Department Section 101.1, "Master Plan Consistency and Implementation".
 - ii. Work with assigned case planner to clarify questions related to the application.
 - iii. Submit required fees to be reimbursed by OCII under this MOA.

(6) DPW project management costs to oversee the Subphase 2A work.

- a. Provide project management services to oversee the Subphase 2A work described above in items (1) through (5).

- b. Provide additional client meetings regarding development at Transbay Block 6, 425 Folsom Street, and Essex Street Dog Park; utility undergrounding for the Project; and long term maintenance planning with respect to a future CBD.

The cost for these Phase 2A items is \$310,861. A breakdown of these costs is included in Attachment D to this Amendment.

The Subphase 2A cost includes an additional expense related to staffing time, review and approval coordination by the SFMTA Livable Streets section, not originally budgeted in the MOU. The cost for this item is \$35,000 in addition to the \$310,861 shown in the paragraph above, for a total Phase 2A cost of \$345,861.

DPW Infrastructure Design & Construction (IDC), Building Design & Construction (BCD), Site Assessment & Remediation (SAR) will be the DPW Departments with primary responsibility for constructing the improvements. An addendum to this MOU will be prepared for Phase 2 prior to the completion of the Design Development, Permit and Approvals Phase of work, and will include a scope of services, budget and fee proposal, and schedule.

C. Section VI, “**Professional Fees**” of the MOU is amended with additions as underlined and deletions as stricken-through in the text below:

- A. (1) Estimated Project Fee for DPW 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 ~~\$483,662~~ \$829,523. 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. DPW shall inform Client Department in advance of (i) any costs that exceed one-third per 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 DPW regarding additional scope of services, OCII shall review the submittal and, as set forth in Phase1 services below, either provides 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 that exceed line items in Phase 1 services will require prior written approval.

B. Phase 1: Design Development, Permit and Approvals Services Fee:

Item	Reference	Description	Phase 1: Design Development
1	DPW Proposal	Project Management	\$302,925
2	MTA Proposal	San Francisco Municipal Transportation Agency	\$123,105
3	PUC Proposal	San Francisco Public Utilities Commission	\$ 57,632
		TOTAL:	\$483,662

(2) Phase 1: Design Development, Permit and Approvals Phase, and Subphase 2A - 50% Construction Documents to 100% Construction Documents (permit submission) Phase:

<u>Item</u>	<u>Reference</u>	<u>Description</u>	<u>Phase 1: Design Development</u>	<u>Amendment No. 1</u>	<u>Total Budget</u>
<u>1</u>	<u>DPW Proposal</u>	<u>Project Management</u>	<u>\$302,925</u>	<u>\$144,699</u>	<u>\$447,624</u>
<u>2</u>	<u>MTA Proposal</u>	<u>San Francisco Municipal Transportation Agency</u>	<u>\$123,105</u>	<u>\$201,162</u>	<u>\$324,267</u>
<u>3</u>	<u>PUC Proposal</u>	<u>San Francisco Public Utilities Commission</u>	<u>\$57,632</u>	<u>0</u>	<u>\$57,632</u>
<u>TOTALS:</u>			<u>\$483,662</u>	<u>\$345,861</u>	<u>\$829,523</u>

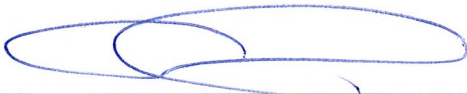
D. Attachment D, entitled “SUBPHASE 2A SERVICES BREAKDOWN AND SFMTA LIVABLE STREETS SECTION”, is added as attached to the end of this amendment.

IN WITNESS WHEREOF, The parties have executed this Amendment on the date set forth above:

SAN FRANCISCO DEPARTMENT OF
PUBLIC WORKS

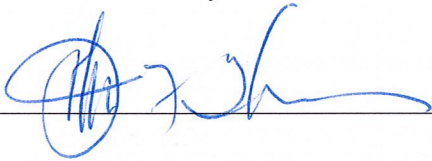
OFFICE OF COMMUNITY INVESTMENT
AND INFRASTRUCTURE,
SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY

Recommended by:

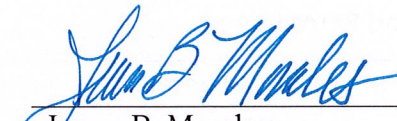


PROJECT MANAGER

Recommended by:

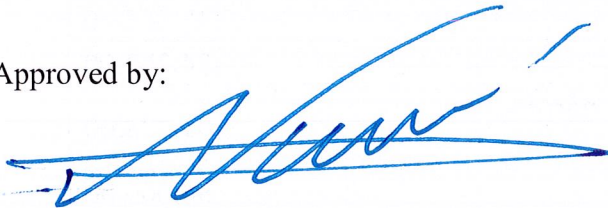


APPROVED AS TO FORM:



James B. Morales
General Counsel

Approved by:



Mohammed Nuru
Director
San Francisco Public Works

Approved by:



Tiffany Bohee
Executive Director
Office of Community Investment and
Infrastructure

ATTACHMENT D – SUBPHASE 2A SERVICES BREAKDOWN AND SFMTA LIVABLE
STREETS SECTION

SUBPHASE 2A SCOPE OF WORK		AMOUNT
Traffic Signal Construction Documentation		
MTA- Signal design & support		\$166,162.00
DPW- Signal electrical		\$48,780.00
Private property investingation		
Investigate subsidewalk basements- letters (DPW)		\$12,000.00
Public Outreach		
Public Affairs		\$10,000.00
Community Benefits District coordination		
CBD investigation & coordination (DPW)		\$3,000.00
Application and Permit Fees		
Tree planting process (BUF) permit fee		
Tree removal process (BUF) permit fee		\$1,365.00
General plan referral (Planning dept.) inc. sidewalks, permit fee		\$5,073.00
Sidewalk legislation (BSM)		\$15,000.00
Major encroachment permit (BSM)		\$4,253.00
Street Improvement permit (BSM)- remove or narrow driveway		\$1,228.00
Street improvement permit labor (DPW)		\$4,000.00
DPW Project Management for Subphase 2A		
Estimated time for coordination, meetings, and follow-ups to keep project moving forward		\$40,000.00
SUBPHASE 2A SCOPE OF WORK		\$310,861.00
SFMTA Livable Streets section tasks		
MTA- Liveable Streets Phase 1 work: Phase 1: review of drawing sets and take project through legislation to the SFMTA Board		\$35,000.00
TOTAL SUBPHASE 2A SERVICES BREAKDOWN AND SFMTA LIVABLE STREETS SECTION		\$345,861.00

MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEPARTMENT OF PUBLIC WORKS
AND
OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

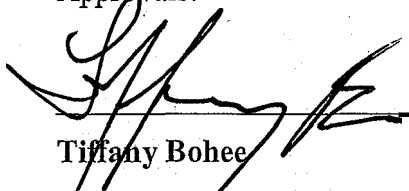
This Memorandum of Understanding (the "MOU") is entered into pursuant to The Transbay Redevelopment Project Area Implementation Agreement (the "Implementation Agreement") which is an enforceable obligation that requires the Office of Community Investment and Infrastructure ("OCH"), as the Successor Agency (the "Successor Agency") to the former San Francisco Redevelopment Agency (the "Former Agency"), to among other things, "execute all activities related to the implementation of the Transbay Redevelopment Plan, including but not limited to, activities related to major infrastructure improvements." (Section 2.1 (d) of the Implementation Agreement at p. 4)

On April 15, 2013, the California Department of Finance ("DOF") determined "finally and conclusively" that the Implementation Agreement, along with other Transbay-related documents, is an enforceable obligation that will not require additional DOF review in the future, although expenditures under the Implementation Agreement are subject to continuing DOF review. The Folsom Streetscape Improvements Project is a central component of the 2006 Transbay Streetscape and Open Space Concept Plan ("Concept Plan") and is one of the first infrastructure improvement projects that will be implemented by OCII.

The Department of Public Works ("DPW") will provide design coordination, project management, and construction management services for the Transbay Folsom Streetscape Improvement Project as per the scope of work outlined in the Transbay Folsom Street Improvement Project Agreement dated September 17, 2013 (the "Agreement") as attached hereto.

OCII agrees to fund design review and related services for each phase of work as per the project budget and schedule in the Agreement for a total amount of \$483,662 and a term of three years. DPW agrees to provide the above services according to the project schedule as described in the Agreement. An initial \$300,000 has been approved for expenditure by DOF during the first half of Fiscal Year 13-14 and should cover the work anticipated to be completed during this timeframe. The remaining funds will be included on the Recognized Obligation Payment Schedule ("ROPS") for the second half of Fiscal Year 13-14, which is pending approval.

Approvals:

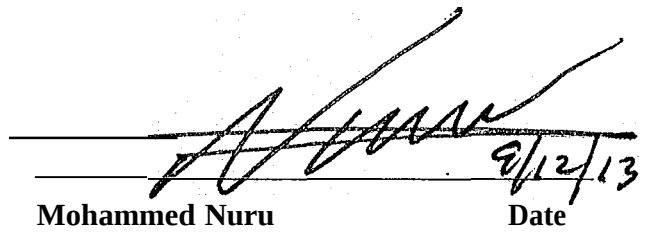


Tiffany Bohee **Date**

Executive Director
Office of Community Investment
and in tructure.,,,_ —

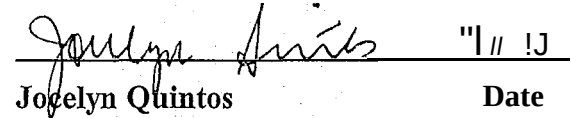
Leo Levenson **Date**

Deputy Director
Finance and Administration
Office of Community Investment
And Infrastructure



Mohammed Nuru **Date** 9/12/13

Director
San Francisco Department of Public Works



Jocelyn Quintos **Date** 9/11/13

Acting Deputy Director
Finance and Administration
San Francisco Department of Public Works

Authorized by Resolution No. 46-2013, adopted September 17, 2013



TRANSBAY FOLSOM STREET IMPROVEMENT PROJECT AGREEMENT

between

DEPARTMENT OF PUBLIC WORKS

and

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

September 17, 2013

TABLE OF CONTENTS

- I. PROJECT DESCRIPTION
- II. PROJECT TEAM
- III. PROJECT SCHEDULE AND DELIVERABLES
- IV. SCOPE OF SERVICES: PHASE 1 - THE DESIGN DEVELOPMENT, PERMIT AND APPROVALS PHASE
- V. PHASE 2 - CONSTRUCTION DOCUMENTS, BID, AND INSPECTION PHASE
- VI. PROFESSIONAL FEES
- VII. ASSUMPTIONS
- VIII. EXCLUSIONS AND ADDITIONAL SERVICES
- IX. FINANCIAL OVERSIGHT AND AUDITS
- X. DISPUTE RESOLUTION
- XI. ENTIRE AGREEMENT
- XII. GOVERNING LAW
- XIII. SEVERABILITY
- XIX. ATTACHMENTS

I PROJECT DESCRIPTION

The Department of Public Works ("DPW") has been asked by the Office of Community Investment and Infrastructure ("OCII") to provide professional services for the Transbay Folsom Streetscape Improvement Project ("Project"). Professional services include preparation of MOUs, billing OCII for project costs and reimbursing other City departments. DPW will provide design review and comments, review cost estimates, organize and attend project meetings, and ensure design by Conger Moss Guillard Landscape Architecture ("CMG") is consistent with City requirements. DPW will also support, coordinate, and manage communication between the project teams.

The Project, pursuant to the Implementation Agreement, furthers a portion of the Transbay Redevelopment Project Area Streetscape & Open Space Concept Plan approved in 2006. It is comprised of temporary and permanent right-of-way improvements along Folsom Street from Second to Spear Streets, located in Supervisorial District 6. Key streetscape elements include wide, tree-lined sidewalks, high-quality materials and rain gardens, which serve as storm water detention areas.

OCII has contracted with CMG to prepare the design documents for the Project. CMG's scope of services also includes a separate scope of work for improvements to Clementina between Oscar and 1st street, and Tehama Street at Oscar Park, Essex Street, Lansing Stairs, and the Area under Bay Bridge off-ramps. However, this MOU does not include services related to those areas.

The Scope of Work outlined below is based on data included in the "San Francisco Redevelopment Agency: FOLSOM STREET SCHEMATIC DESIGN", dated January 17, 2012 prepared by CMG.

The following 4 agencies are involved in this project with distinct responsibilities and project scope:

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

DPW will serve as the Project Lead and will have separate letter agreements with MTA and PUC, included as attachments C and D.

The project is comprised of 2 phases of work:

Phase 1 - The Design Development, Permit and Approvals Phase

Phase 2 - The Construction Documents, Bid, and Inspection Phase (to be bid out and budgeted for at a later date)

II. PROJECT TEAM

Manager of Regulatory Affairs for the Infrastructure Design & Construction Department of DPW will be the Project Manager, acting as the coordinator with the various departments within DPW, MTA, and PUC. See separate MTA and PUC Letter's of Agreement for additional information. The Project Team, including billing codes, is as follows:

- A. Department of Public Works
 - 1. Infrastructure Design & Construction (IDC) Staff:
 - a. Manager of Regulatory Affairs (0931)
 - b. Project Lead Streets & Highways (5241)
 - c. Industrial /Electrical /Mechanical (5241)
 - d. Hydraulic Engineering (5207)
 - e. Street Use & Mapping (5241)
 - f. Disability Access Coordinator (6335)
 - g. Contract Preparation & Project Controls (5272)
 - h. Construction Management Inspection Services (5241)
 - i. Assistant Project Manager (5262)
 - j. Environmental Assistant (5638)
 - 2. Building Design & Construction (BDC) Staff:
 - a. Landscape Architect (5274)
 - 3. Site Assessment & Remediation (SAR) Staff:
 - a. Site Assessment & Remediation (0931)
 - 4. Business Services Division (BSD) Staff:
 - a. Principal Accountant (1654)
- B. San Francisco Municipal Transportation Agency (MTA):
 - 1. CityTraffic Engineer
 - 2. Senior Engineer
 - 3. Assistant/Associate Engineer
- C. San Francisco Public Utilities Commission (PUC) Staff:
 - 1. Program Development and Policy Manager
- D. Office of Community Investment and Infrastructure:
 - 1. Assistant Project Manager
 - 2. Senior Project Manager
 - 3. Senior Engineer
 - 4. CMG (Design Consultant)

III. PROJECT SCHEDULE AND DELIVERABLES

The term of this contract shall be three years from the date of execution. The delivery dates will be based on submittal of the design documents by CMG and OCH. CMG will provide DPW with 12 bound sets and 1 DVD of the drawings or specs for each design package. DPW estimates 2 months 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 agencies and return the comments to 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 DPW.

Phase 1 Deliverables are:	Due Date
Schematic Design Package comments	10/30/2012
50% Design Development (DD) Package comments	2 months after Submission
100% Design Development Package comments	2 months after submission
50% Construction Document (CD) Package comments	2 months after submission
Phase 2 Deliverables are:	Due Date
100% Construction Document Package comments	TBD
Bid / Award	TBD
Construction Management / Inspections	TBD

IV. SCOPE OF SERVICES: PHASE 1- THE DESIGN DEVELOPMENT, PERMIT AND APPROVALS PHASE:

DPW Infrastructure Design & Construction (IDC) will be responsible for coordinating and consolidating all comments on each design submittal.

Attachment B is the 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: DPW will route all design packages through City departments for review, input and guidance. DPW will coordinate feedback, sort out conflicts and prepare regular status reports to OCII. The design packages that will be submitted by CMG for review by the team are as follows:
 - a. 100 % Schematic Design ("100% SD): Review and Comment on 100 % Schematic Design (DPW coordinated review by all Agencies, completed on 10/29/12)
 - b. Cost Estimate: Review Cost Estimates on Schematic Design Package (BCD)
 - c. 50% Design Development: Review and Comment on 50% Design Development Document Package and Cost Estimate (DPW to coordinate review by all Agencies)

- d. 100% Design Development: Review 100% Design Development Document Package, Specification Outline, and Cost Estimate (DPW to coordinate, review by all Agencies) -----
 - e. 50% Construction Document: Review Construction Documents, Draft Specifications, and Cost Estimates (DPW to coordinate review by all Agencies)
- 2. Project Meetings: Site Visit and Internal Design Team Meeting at each Phase (100%SD, 50%DD, 100%DD, and 50%DD), up to three monthly meetings with OCII and CMG, 4 comment review meetings with CMG: one after each phase.
- 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)
 - b. Add project to 5-year Plan (IDC)
 - c. Present project to Committee for Utility Liaison on Construction and Other Projects (CULCOP), Interdepartmental staff committee on traffic and transportation for temporary street closures (SCOTT), and Transportation Advisory Staff Committee (TASC) (IDC)
 - d. Obtain approval from TASC and ISCOTT on sidewalk legislation (IDC)
 - e. Coordinate application and hearing for parking removal (MTA)
 - f. Obtain approval for non-standard pavements and replacements- (IDC)
 - g. Board of Supervisors approvals for sidewalk widths and curb line modifications (IDC)
 - h. Special Traffic Permit for bicycle lane changes (MTA)
- 4. Additional Studies/Reviews:
 - a. Site Assessment and Remediation (SAR): Conduct Article 20 analysis of soil for hazardous waste, Hazardous material soils engineering.
 - a. Site history.
 - b. Site soil investigation.
 - c. Environmental reports, plans, and specifications review.
 - d. ~~Desi~~ coordination with the design team, City and regulatory agencies.
 - b. Disability Access (ADA) Review: Coordinate with the DPW Disability Access Coordinator (DAC) to develop project American Disability Act (ADA) Parameters and ensure the project is designed to comply with these parameters.
 - 1. Obtain final sign-off by the DAC for permit documents.
 - 2. Coordinate with the DAC for on-site inspection during the construction phase and follow-up with required actions, if any.
- 5. Traffic Planning: San Francisco Municipal Transportation Agency (MTA) will perform this task led by DPW, OCII, and CMG.
 - a. Provide input on construction phasing to accommodate access to sidewalks, roadways to/from streets and adjacent properties and minimize impacts on pedestrians, transit and vehicle traffic.

- b. Provide conceptual signal design (coordinate with BOE Electrical), traffic signing 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:
 1. Parking meters and utility requirements.
 2. Provide minimum requirements for block parking meter stations.
 3. Traffic, security, safety design details.
 4. Traffic signal design.
 5. Traffic engineering studies. or modeling.
 6. Obtain permission to remove Taxi only lane.
 7. Apply for, attend hearings, and meet with affected parties with respect to two-way Folsom.
 8. Coordination between DPW, MTA, and BLHP to determine whether existing conduits, pole foundations, and spacing could be re-used for new street lights for joint utility and City owned poles
6. Utility Coordination and Review: DPW will 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.
 1. Determine sewer, water, and fire suppression replacements
 2. DPW to secure approval from PUC for street lighting and power for signals alterations, potable and non potable water systems, and sanitary systems.
 - b. 3rd Party Utilities (PG&E, AT&T, and other 3rd Party Utilities): DPW will take the lead in coordinating with all third party utility companies including: PG&E, SFPUC, telephone, data, and television. If utility work is needed from third party utilities during the course of design, DPW shall inform PUC and request that they pay the fees through their existing encumbrances with the various utility providers. PUC will then include any such payment in their reimbursement request..
 1. DPW will act as the coordinator and assist in communication between the designer of record and the utility providers.
 2. CMG as the designer of record prepares drawings and description of work for the Notice of Intent (NOI) as well as transmittals to the utility providers.
 3. DPW submits the NOI to the utility providers and collects and transfers information to/from CMG.

4. 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.
 5. CMG as the designer of record is responsible for preparing 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.
 6. CMG as the design consultant should prepare any technical design information and drawings for DPW to transmit to the utility providers.
 7. DPW will provide advice to the Agency and CMG on how to resolve conflicts with utilities if and when issue arises.
- c. Meetings: Attend a maximum of 2 meetings related to utility coordination. Give one presentation to utility agency staff.

V. PHASE 2 - CONSTRUCTION DOCUMENTS, BID, AND INSPECTION PHASE

DPW Infrastructure Design & Construction (JDC), Building Design & Construction (BCD), Site Assessment & Remediation (SAR) will be the DPW Departments with primary responsibility for constructing the improvements. An addendum to this MOU will be prepared for Phase 2 prior to the completion of the Design Development, Permit and Approvals Phase of work, and will include a scope of services, budget and fee proposal, and schedule.

VI. PROFESSIONAL FEES

- A. Estimated Project Fee for DPW 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 \$483,662. 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. DPW shall inform Client Department in advance of (i) any costs that exceed one-third per 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 DPW regarding additional scope of services, OCII shall review the submittal and, as set forth in Phase 1 services below, either provides 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 that exceed line items in Phase 1 services will require prior written approval.

B. Phase 1: Design Development, Permit and Approvals Services Fee:

Item	Reference	Description	Phase 1: Design Development
1	DPW Proposal	Project Management	\$302,925
2	MTA Proposal	San Francisco Municipal Transportation Agency	\$123,105
3	PUC Proposal	San Francisco Public Utilities Commission	\$ 57,632
		TOTAL:	\$483,662 .

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) CMG as engineer of record is responsible for:
 - i) Topographic and civil surveys.
 - ii) Existing building plans showing structures, utilities, and subgrade construction on site will be provided, if known encroachments into public right-of-way.
- 3) Securing approval for SF Arts Commission Civic Design

VIII. EXCLUSIONS AND ADDITIONAL SERVICES

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

1. 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;
2. 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;
3. Temporary shoring designs for basement excavations.
4. Surveys, indicating site boundaries, utilities, location of structures, topographic information and services associated with surveying;
5. Peer review for any design disciplines;
6. Value engineering;

7. 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 DPW;
8. Application and payment of fees to utility providers for new and/or modified services;
9. Payment of fees to permitting and regulatory agencies, including SFDPH Maher review and compliance;
10. 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;
11. DPW isn't responsible for budget/fee changes made by MTA or PUC as directed by OCII.
12. Services required for LEED certification and commissioning for green building requirements.
13. Services made necessary by reversals of authorizations, approvals or instructions previously given by OCII staff, OCII Commission, other City authorities or regulatory agencies;
14. 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 DPW and which result in a substantive change to the drawings. DPW 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. DPW 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;
15. Services made necessary by conflicts between approvals and/or requirements by City agencies such as the SFAC Civic Design Committee and City Planning;
16. Services to incorporate substantial changes or other like work to integrate the artwork administered by the San Francisco Art Commission after the completion of and acceptance of the Design Development phase of work
17. Documentation of technical requirements for fabrication, delivery and installation of artwork into design and construction documents, beyond those services necessary to coordinate the design and structure of the building or site to accommodate the installation or integration of such art work;
18. Comply and complete reporting with adopted Mitigation Monitoring Reporting Plan (MMRP).
19. 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 right-of-way, landscaping, facilities, equipment or furnishings, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by others;
20. Services required in connection with construction performed by others that is not part of the Project, including archaeological assessment, underground pipelines assessment, biotic and biological studies, and construction phase environmental support services;
21. Preparing as-built record drawings showing changes and relations in the Work made during construction;
22. Additional services due to changes of scope.

IX. FINANCIAL OVERSIGHT AND AUDITS

DPW 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 DPW.

1. Spending Authority -OCII has spending authority pursuant the Implementation Agreement, and the approved ROPS 13-14Afor \$300,000 and is seeking approval for the remainder of funds through ROPS 13-14B. Funding to be used will come from tax-increment . DPW, PUC, and MTA will set-up estimated revenue and expenditure appropriations in the appropriate capital project structure and index codes.
2. Details of Payments & Fundiilg – All billings, including documents supp9rting all charges, shall be submitted to OCII within 15 days after the end of each month. Based on approval of the charges, payment to DPW will be made no later than 15 days ofreceipt of invoice and supporting documentation . . Since this is a reimbursable arrangement, DPW is required to incur the costs ahead of payment from OCII. DPW reserves the right to charge OCII for interest expense if appropriate.
3. Lead Agency - DPW will act as the City's lead agency to facilitate coordinated review of Project Reimbursement Applications from MTA and PUC. There are separate letters of agreements with MTA and PUC that establish the accounting and payment procedures.
4. Supporting Cost Documentation - On a monthly basis, DPW shall review for accuracy and submit all appropriate support (invoices, timesheets, etc) for labor and non-labor costs perfonned by DPW and other City Departments. DPW will submit payments to other City Departments within 15 days from approval of the supporting cost documentation.
5. Financial Recording - All expenses related to project are capital in nature. All expenses for 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). Itis the OCII's responsibility to notify the Controller's Office that project is completed and can be capitalized as defined by Controller's Office Fixed Assets Defections and Guidelines.
6. Audits -DPW shall ma}e 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 DPW receives a written request.
7. Record Retention -DPW will follow the record retention and storage policy as outlined in the Department Procedure 2.1.5.

8. 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 DPW's activities under this MOU, excluding the willful misconduct or gross 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. DPW shall require any subcontractors to maintain insurance in compliance with City Policy.

X. DISPUTE RESOLUTION

DPW 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 DPW and OCII shall resolve disputes arising out of this MOU expeditiously. In the case of a dispute involving the transfer of monies to DPW to resolve insufficient funds, a temporary stop date will be placed on the job order preventing DPW 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.

.XI. ENTIRE AGREEMENT

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

XII. 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 A: Roles and Responsibilities Matrix dated September 17, 2013.

Attachment B: San Francisco Municipal Transportation Agency (MTA) Letter of Agreement dated September 17, 2013.

Attachment C: San Francisco Public Utilities Commission (PUC) Letter of Agreement dated September 17, 2013.

Transbay Folsom Street Improvement Project (2nd to Spear)

June 28, 2013

	A	C	D	E	F	G	H	I	J	K	L	M	N	O	P
	TASKS	Client/Owner/Manager	Project/Architectural/Engineering	Street/Utility/Construction	Construction/Construction	Construction/Construction	Construction/Construction	Construction/Construction	Construction/Construction	Construction/Construction	Construction/Construction	Construction/Construction	Construction/Construction	Construction/Construction	Construction/Construction
1															
2															
3	DPW;Responsibilities:														
4	Prepare MOU, (no public art, See cost estimates in each sub package of MOU, 2 budget phases		X	X	X	X	X	X	X	X	X	X		X	X
5	NOI: Area 2 Folsom Street & 5 year plan		X		X										
6	Site visit(s)	X	X		X					X				X	
7	SO package review with standards		X	X	X	X	X	X	X	X	X	X		X	
8	100% SD cost estimate review														
9	Conduct an Article 20 analysis of soil for hazardous waste		X	X					X						
10	Hazardous material soils engineering.		X						X						
11	50% OD OPW team meetings- monthly with client and CMG		X		X					X		X	X		
12	Present projects to CULCOP (Due by 50% DD)		X		X							X			
13	Present projects to ISCOTT (Due by 50% DD)		X		X							X			
14	Present projects to TASC (Due by 50% DO)		X		X							X			
15	Submit application and hearing for parking removal (Due by 50% OD)		X		X					X		X			
16	100% DD DPW team meeting(s)- monthly with client and CMG		X		X					X		X	X		
17	Utility coordination meeting(s)	X													
18	Provide ADA design review		X							X					
19	Validate CMG's design assumptions (electric demand & needs, street design, parking, traffic)		X	X	X	X	X	X	X	X		X		X	
20	LOOK SD podgrpami_Cmt_J'."""""j">li!h_		X	X	X	X	X	X	X	X	X		X	X	X
21	Obtain approval for non-standard pavements and replacement thereof for excavators (resolve @ 50% DD)		X									X			
22	SDSDDDpacbeom!CbstEstmatec.Jliit9_-----		X	X	X	X	X	X	X	X	X			X	X
23	DDp;a:bpaml_o;st_ nwlews-wi!l.>_imd_Jolltiti!t_		X	X	X	X	X	X	X	X	X			X	X
24	CD 50% DPW team meeting(s)		X	X	X	X	X	X	X	X	X	X	X		
25	tndnlwfn&amlCmtEstinatenNewswi!hs_ =ndlrdsand!lraftspeo_		X	X	X	X	X	X	X	X	X			X	X
26	Obtain Board of Supervisors approvals for sidewalk widths and curb line modifications, occurs after 50% CD							X				X			X
27	A Special Traffic Permit is required for bicycle lane changes														
28	CEQA clearance/determinations- for lane configuration & geometry	X	X												
29	Permit: BUF (Urban Forestry) Obtain permission to remove existing trees	X	X												
30	Submit General Plan referral application and fee	X	X												
31	Route CMG submissions through aty departments for review, input, and guidance; coordinate feedback;		X		X							X	X		X
32	Sort out conflicts between departments		X									X	X		
33	SFMTA and PUC proposal reviews		X	X	X		X			X					
34	Coordinate affected utilities with respective owners within franchise agreement (PG&E, AT&T, other 3rd party utilities)		X	X	X					X					
35	Misc. meeting(s) as directed by client	X								X					
36	Exception: Temporary shoring designs for basement excavations.														
37	POC"Joirit.Pi'Oject:.oesign.Responsibilities				C										
38	PUC sewer proposal review		X	X			X								
39	Illo!ISO ""CastEstina!enNews!tltstandan!s_		X	X	X	X	X	X	X	X	X			X	X
40	DDPICD&eondOat-re>ilews..itl>-		X	X	X	X	X	X	X	X	X			X	X
41	IOOSDD!lldmleandO>St- nMewswltltslndardsand spec""!tlmt		X	X	X	X	X	X	X	X	X			X	X
42	SO.CllclrawqandOat-reviews_ - c!taftspet;		X	X	X	X	X	X	X	X	X			X	X
43															
44	ITAoesign"Resp onsibilities-														

Transbay Folsom Street Improvement Project (2nd to Spear)

June 28, 2013

A																																																																																																																																																																																																																																						
1	TASKS	CMG Deliverables	OCI Deliverables	Public Works Deliverables	Industrial Development/Technical Review Deliverables	Streets/Highways/Stephen O'Sullivan (et al)	LAG Building Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	Public Works/Design/Construction Deliverables	

Transbay Folsom Street Improvement Project (2nd to Spear)
June 28, 2013

A		B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
TASKS		CMG Deliverables	OCI Deliverables	Deliverables by Martin M. Ron Associates	Deliverables by Wallace Laboratories	Deliverables by Arup	Deliverables by Street/Kiernan/Stephens/O'Sullivan (PK)	Deliverables by CAI Martin Stephens	Deliverables by Wallace Laboratories	Deliverables by Street/Kiernan/Stephens/O'Sullivan	Deliverables by Arup	Deliverables by Street/Kiernan/Stephens/O'Sullivan	Deliverables by Wallace Laboratories	Deliverables by Arup	Deliverables by Street/Kiernan/Stephens/O'Sullivan	Deliverables by Wallace Laboratories
80	Obtain permission to perform streetscape work on private property at 303 Second Street, (by end of 100% DD)		X													
81	Submit General Plan referral application and fee		X													
82	Right of entry, approval authorization for adjacent business and property owners		X													
83	CMG ReSponsibilities															
84	Topographic survey by Martin M. Ron Associates Deliverables	X														
85	Arborist Report (treesurvey and soil investigation) by SBCA Tree Consulting Deliverables	X														
86	Soil profile by Wallace Laboratories Deliverables	X														
87	Storm water calculations by Arup Deliverables	X														
88	Utility composite by Arup Deliverables	X														
89	Streetlight photometric? Deliverables	X														
90	Schematic Design based on Full Project Scope	X		X	X	X	X									
91	Allow for installation of banners between pedestrian and vehicular lighting fixtures							XX								
92	Utility demand & sizing design	X	X			X										
93	"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."															
94	"Civil engineering to coordinate utility connections to within 3-feet of the building perimeter for small maintenance buildings and/or retail kiosks within the parks"															
95	Utilities relocations greater than 30' distance			X												
96	100% SD Package	X														
97	50% DD Package	X														
98	100% DD Package	X														
99	50% CD Package	X														
100	100% SD Cost Estimate Submittal	X	X	X	X	X	X									
101	50% DD Cost Estimate (Adjust Scope based on available funding)	X	X	X	X	X	X									
102	100% DD Cost Estimate	X	X	X	X	X	X									
103	50% set Cost Estimate Submittal	X	X	X	X	X	X									
104	OOA set Cost Estimate Submittal	X	X	X	X	X	X									
105	PHASE 2: CONSTRUCTION DOCUMENTS / BID / INSPECTION PHASE															
106	DPW Rhsz/Oi Sibillillil:															
107	Hazardous soils engineering & mitigation			X						X						
108	Environmental engineering and support.			X		X				X						
109	Implement design related mitigation measures			X						X						
110	Soils engineering & mitigation for planting									X						
111	Design of temporary items required during construction e.g., temporary tree protection fencing, etc.										X		X			
112	CD 100% DPW team meeting(s)		X			X	X	X		X						
113	OOA CD drawing and Cost Estimate review		X	X	X	X	X	X		X	X	X			X	
114	Specification review		X	X	X	X	X	X		X	X	X			X	
115	Apply for street improvement permit									X						
116	Review requirements for specs and drawings for all interim submittals and final CD set					X										
117	Specification Division 1 Preparation	X	X								X					
118	Specs Division 10-Bid Sheet Preparation				X	X	X	X		0	0	X			0	
119	Specification Division 11 Preparation		X	X	X	X	X	X	X	X	X	X	X		X	
120	Specification Division 12 Preparation		X	0	0	X	0	0	0	0	0	X	X		0	0
121	Specification Division 13 Summary of Work/Bid Item/Alternates and Bid Item Descriptions			0	X	X	X	X	0	0	0	X			0	0
122	Specification Division 14 write a description for Bid Item based on technical specification	X														

Ti"ansbay Folsom Street Improvement Project (2nd to Spear)

June 28,2013

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
		CMG Deliverables	OCI Deliverables	PM/Construction Manager	Electrical/Mechanical/Plumbing	Streets/Signs/Stephen O'Sullivan (PJ)	LA Martin Metzger	Overhead/Underground Utilities	SW/ROW/John Kuntz	LAN (Site Access & Easement) Ben Busch	ADAR/Construction	OCAT/Construction	SEWA/Plumbing/Other/Brady	PUC/Other/Brady		
1	TASKS:															
123	Specification/Division Preparation			X	R	X	R	R	R	X	R	L	X		X	X
124	Prepare Advertisement											X				
125	QBD - Questions from Bidders Response during advertisement											X				
126	Addendum as required											X				
127	Coordinate receipt of bids with Contract Admin			X												
128	Construction Management			X		X				X						
129	RFI review and response	X		X	X	X	X	X	X	X	X		X			
130	RFI review and response	X		X	X	X	X	X	X	X	X		X			
131	Inspections			X		X				X	X			X		
132	Inspections: Final walk through	X		X		X										
133	Post construction, project evaluation			X												
135	BID DPW/team meeting(s)			X		X					X					
136	Pre Bid meeting(s)	X	X	X												
137	Site visit(s)	X	X	X		X									X	
138	PUC/Responsible Parties															
139	100% CD drawing and Cost Estimate review			X	X	X	X	X			X	X	X		X	

Transbay Folsom Street Improvement Project (2nd to Spear)

June 28, 2013

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	TASKS	CMG Deliverables	OCI Deliverables	PM/Project Manager Contract	Indirect Foster/Mentor (Foster Yates)	Street/Hwy Stephen O'Sullivan (PI)	LA Public Review	Hydraulic Eng (Foster/Mentor)	ESW (Foster/Mentor)	LA Public Review (Foster/Mentor)	ADA (Foster/Mentor)	COAST (Foster/Mentor)	SPRAT (Foster/Mentor)	FUG (Foster/Mentor)		
140	MTA Responsibilities															
141	Design of temporary items required during construction e.g., traffic management plans, etc.										X		X			
142	East end of Folsom requires a Holiday Moratorium for construction between Thanksgiving and New Years												X			
143	100% CO drawing and Cost Estimate review			X	X	X	X	X			X	X	X		X	
144	Install traffic signals for westbound Folsom to include signal phasing and timing changes as needed.- bbd				X	X							X			
145	Install signage for westbound Folsom				X	X							X			
146	Install striping for westbound Folsom				X	X							X			
147	Install pavement markings for westbound Folsom				X	X					X		X			
148	Install traffic loop detectors for westbound Folsom				X	X							X			
149	OCI-1j (Foster/Mentor)															
150	Apply for mid-block crossing at Essex Street										X		X			

Transbay Folsom Street Improvement Project (2nd to Spear)
June 28, 2013

[illegible]

LETTER OF AGREEMENT

By execution of this Letter Agreement between the San Francisco Department of Public Works (DPW) and the San Francisco Municipal Transit Agency (MTA) on this day of September 17, 2013, the parties agree as follows:

The Performing Party shall complete the work described below within the time specified, and that the Requesting Party shall pay for such work in accordance with the Details or Payment specified herein.

Project Title:	TRANSBAY FOLSOM STREET IMPROVEMENT PROJECT
Performing Party:	San Francisco Municipal Transportation Agency
Requesting Party:	San Francisco Department of Public Works

Work to be performed: MTA shall perform the work or cause its consultants and contractors to perform the work set forth in the MOU between Office of Community Investment and Infrastructure (OCII) and DPW dated September 17, 2013 incorporated herein by reference and attached.

Details of Payment: In reference to the MOU between PPW and OCII, MTA shall set forth estimated revenue and expenditure appropriations in a capital program structure and index codes. OCU has approved the payment of MTA overhead costs based on an approved overhead rate from a federal or state granting agency. DPW shall reimburse MTA an amount not to exceed the stated amount in the MOU for MTA's share of costs spent on the Transbay Folsom Street Improvement Project.

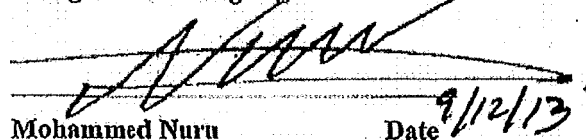
All billings, including documents supporting all charges, shall be submitted to DPW within 15 days after the end of each month and shall include:

- Copies of Detailed Labor Cost Report for payrolls paid during the previous month, which includes: project number; index code; employee name; hours charged; salary; mandatory fringe benefits; paid time off; overhead costs and
- Copies of invoices from 3rd parties supported by purchase orders and the FAMIS document numbers.

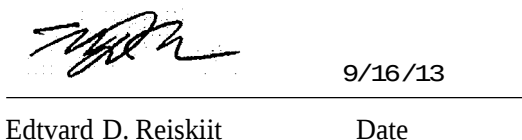
DPW shall collect all appropriate back-up (timesheets, invoices, etc) for labor and non-labor costs, review for accuracy, and forward to OCU for review. Based on approval of the charges, payment to MTA will be made no later than 30 days of receipt of invoice and supporting documentation. In the event MTA charges are not approved, the DPW project manager shall notify MTA Project Manager and MTA Finance Manager, or designee, within 15 days of receipt of supporting documentation, stating as to reason why and what the corrective action should be, if any. MTA will be given 15 days to provide missing documents or resolve issues. Any unresolved charges that have not been reversed or resolved after 60 days will be referred to the Controller's Office for final resolution. The Controller's Office will review the written documents provided, including the scope of work, budget, period of performance and other supporting documentation to determine if the charges meet the agreed upon terms and conditions.

Indemnification: MTA shall cause all consultants and contractors providing services pursuant to this MOU to indemnify DPW in the same manner in which the City is indemnified. MTA shall also cause all consultants and contractors to name DPW as an additional insured on their commercial general liability, automobile liability, and professional liability insurance policies. Evidence of such required insurance shall be provided to DPW before Notice to Proceed is given.

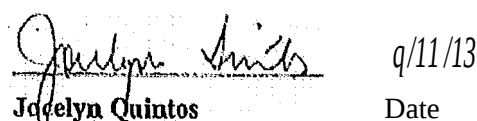
We agree to the foregoing:


Mohammed Nuru Date 9/12/13

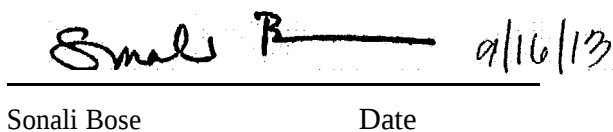
Director
San Francisco Department of Public Works


Edvard D. Reiskiit Date 9/16/13

Director of Transportation
San Francisco Municipal Transportation Agency


Jocelyn Quintos Date 9/11/13

Acting Deputy Director
San Francisco Department of Public Works


Sonali Bose Date 9/16/13

Chief Finance Officer
San Francisco Municipal Transportation Agency

LETTER OF AGREEMENT

By execution of this Letter Agreement between the San Francisco Department of Public Works (DPW) and the San Francisco Public Utilities Commission (PUC) on this day of September 17, 2013, the parties agree as follows:

The Performing Party shall complete the work described below within the time specified, and that the Requesting Party shall pay for such work in accordance with the Details of Payment specified herein.

Project Title: TRANSBAY FOLSOM STREET IMPROVEMENT PROJECT
Performing Party: San Francisco Public Utilities Commission
Requesting Party: San Francisco Department of Public Works

Work to be performed: PUC shall perform the work or cause its consultants and contractors to perform the work set forth in the MOU between Office of Community Investment and Infrastructure (OCII) and DPW dated September 17, 2013 incorporated herein by reference and attached. As noted in MOU between OCII and DPW, DPW 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 project, DPW shall inform PUC and request that PUC pay the fees through PUC's existing encumbrance with third party utility. PUC will then include payments in their reimbursement request.

Details of Payment: In reference to the MOU between DPW and OCII, PUC shall set-up estimated revenue and expenditure appropriations in a capital program structure and index codes. OCII has approved the payment of PUC overhead costs based on an approved overhead rate from a federal or state granting agency. DPW shall reimburse PUC an amount not to exceed the stated amount in the MOU for PUC's share of costs spent on the Transbay Folsom Street Improvement Project plus any fees paid by PUC to third party utilities on behalf of DPW, as approved in the MOU budget.

All billings, including documents supporting all charges, shall be submitted to DPW within 15 days after the end of each month and shall include:

- Copies of Detailed Labor Cost Report for payrolls paid during the previous month, which includes: project number; index code; employee name; hours charged; salary; mandatory fringe benefits; paid time off; overhead costs and
- Copies of invoices from 3rd parties supported by purchase orders and the FAMIS document numbers.

DPW shall collect all appropriate back-up (timesheets, invoices, etc) for labor and non-labor costs, review for accuracy, and forward to OCII for review. Based on approval of the charges, payment to PUC will be made no later than 30 days of receipt of invoice and supporting documentation. In the event PUC charges are not approved, the DPW project manager shall notify PUC Project Manager and PUC Finance Manager, or designee, within 15 days of receipt of supporting documentation, stating as to reason why and what the corrective action should be, if any. PUC will be given 15 days to provide missing documents or resolve issues. Any unresolved charges that have not been reversed or resolved after 60 days will be referred to the Controller's Office for final resolution. The Controller's Office will review the written documents provided, including the scope of work, budget, period of performance and other supporting documentation to determine if the charges meet the agreed upon terms and conditions.

Indemnification: PUC shall cause all consultants and contractors providing services pursuant to this MOU to indemnify DPW in the same manner in which the City is indemnified. PUC shall also cause all consultants and contractors to name DPW as an additional insured on their commercial general liability, automobile liability and a professional liability insurance policies. Evidence of such required insurance shall be provided to DPW before Notice to Proceed is given.

We agree to the foregoing:

Mohammed Nuru

Date

9/17/13

Director
San Francisco Department of Public Works

Harlan L. Kelly, Jr.

Date

General Manager
San Francisco Public Utilities Commission

9/17/13 14

Date P//11/ei

Acting Deputy Director
San Francisco Department of Public Works

Todd Rydstrom

9/16/13

Date

Chief Finance Officer
San Francisco Public Utilities Commission

Commission on Community Investment and Infrastructure

RESOLUTION NO. 46-2013
Adopted September 17, 2013

APPROVING, PURSUANT TO THE TRANSBAY IMPLEMENTATION AGREEMENT, A MEMORANDUM OF UNDERSTANDING WITH THE CITY AND COUNTY OF SAN FRANCISCO, THROUGH ITS DEPARTMENT OF PUBLIC WORKS FOR DESIGN REVIEW AND PROJECT MANAGEMENT SERVICES FOR THE FOLSOM STREETSCAPE IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$483,662 AND A TERM OF THREE YEARS; TRANSBAY REDEVELOPMENT PROJECT AREA

WHEREAS, The Transbay Redevelopment Project Area (the "Project Area") was adopted in 2005 with the purpose of redeveloping 10 acres of property owned by the State of California (the "State-owned parcels") in order to generate funding for the Transbay Joint Powers Authority ("TJPA") to construct the new Transbay Transit Center (the "TTC"); and,

WHEREAS, The Transbay Redevelopment Project Area Implementation Agreement (the "Implementation Agreement") is an enforceable obligation that requires the Office of Community Investment and Infrastructure ("OCII"), as the Successor Agency (the "Successor Agency") to the former San Francisco Redevelopment Agency (the "Former Agency"), to among other things, "execute all activities related to the implementation of the Transbay Redevelopment Plan, including but not limited to, activities related to major infrastructure improvements." (Section 2.1 (d) of the Implementation Agreement at p. 4) On April 15, 2013, the California Department of Finance ("DOF") determined "finally and conclusively" that the Implementation Agreement, along with other Transbay-related documents, is an enforceable obligation that will not require additional DOF review in the future, although expenditures under the Implementation Agreement are subject to continuing DOF review; and,

WHEREAS, In July 2011, the Former Agency entered into an agreement with CMG Landscape Architecture ("CMG") to complete design documents for select elements of the 2006 Transbay Streetscape and Open Space Concept Plan ("Concept Plan") including the underutilized areas under the off-ramps ("Under-Ramp Park") and streetscape improvements to Folsom and Essex Streets; and,

WHEREAS, Through a series of public workshops and Transbay Citizens Advisory Committee ("CAC") meetings, as well as extensive research and analysis, the Design Team prepared detailed conceptual designs for the Park ("Park Conceptual Designs") and Schematic Designs for the Folsom Streetscape Improvements Project ("Folsom Schematic Designs;"). Both design packages were approved by the Commission on June 4, 2013; and,

WHEREAS, The San Francisco Department of Public Works ("DPW") is the agency responsible for infrastructure improvements within the public rights-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 the Folsom Streetscape Improvements Project; and,

WHEREAS, In order to proceed from the Folsom Schematic Designs to the next design phase, DPW 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. DPW will also support, coordinate, and manage communication between the design team and the various City agencies, including DPW, the San Francisco Municipal Transportation Agency ("MTA") and the San Francisco Public Utilities Commission ("PUC"); and,

WHEREAS, DPW will bill OCII for all project costs including reimbursing other City agencies for work, pursuant to the Memorandum of Understanding ("MOU") between OCII and the City and County of San Francisco, through DPW. DPW will be the project lead and will have separate agreements with the MTA and PUC to review specific project components. A copy of the MOU is on file with the Secretary of the Commission; and,

WHEREAS, The cost for delivery of the Design Development, Permit and Approvals Phase totals \$483,660. The cost to deliver Phase 2 will be bid out at a later date, after the design documents have been further developed. The MOU will be effective for a term of three years; and,

WHEREAS, Approval of the MOU with DPW will allow for the completion of feasibility and planning studies for portions of the Transbay Streetscape and Open Space Plan. These activities would have no resultant significant impacts on the physical environment, and are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(b)(3) and 15262; now therefore, be it

RESOLVED, Based on the Department of Finance's Final and Conclusive Determination (April 15, 2013) that the Implementation Agreement is an enforceable obligation; this Commission, hereby approves a Memorandum of Understanding between OCII and the City and County of San Francisco, through its Department of Public Works, for design review and project management services for the Folsom Streetscape Improvements Project in an amount not to exceed \$483,662, and for a term of three years, that is substantially in the form of the MOU lodged with the Secretary of the Commission.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of September 17, 2013.

-11 *fu* *ho*, *Jon* *c*;*J*.,
Commission Secretary

Folsom Streetscape



Folsom Street – TJP Bus Ramp through First Street



Folsom Street – Fremont Street through Spear Street

Folsom Streetscape



Enlargement of Folsom Street – Beale Street through Fremont Street

Folsom Streetscape



Illustrative of rain garden