

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 13-2017

AUTHORIZING, PURSUANT TO THE TRANSBAY IMPLEMENTATION AGREEMENT, A SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY AND COUNTY OF SAN FRANCISCO, ACTING THROUGH ITS DEPARTMENT OF PUBLIC WORKS TO INCREASE FUNDING FOR THE TRANSBAY FOLSOM STREET IMPROVEMENT PROJECT IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$283,268 FOR AN AGGREGATE TOTAL NOT TO EXCEED \$1,112,791; TRANSBAY REDEVELOPMENT PROJECT AREA

WHEREAS, On September 17, 2013, the Successor Agency Commission (commonly known as the Commission on Community Investment and Infrastructure or “Commission”) approved, by Resolution No. 46-2013, a Memorandum of Understanding (“MOU”) with the San Francisco Department of Public Works (“SFPW”) regarding design review and project management services for the Transbay Folsom Street Improvement Project (the “Project”); and,

WHEREAS, 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 through 50% construction documentation, permit application coordination, conceptual designs for traffic signals, and conditional approvals for the Project. The Office of Community Investment and Infrastructure (“OCII”), as Successor Agency to the Redevelopment Agency of the City and County of San Francisco, had designed the Project through its contract with Conger Moss Guillard Landscape Architecture (“CMG”). SFPW has entered into an 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 originally contracted with SFPW; and,

WHEREAS, Under the MOU, Phase 2 covers 100% construction documentation, bidding and contracting services, construction management, inspection, and acceptance services. To maintain the Project schedule and properly sequence the required work, Phase 2 was divided into three Subphases - Phases 2A, 2B, and 2C; and,

WHEREAS, On August 18, 2015, the Commission approved, by Resolution No. 52-2015, a First Amendment to the MOU to fund services necessary for 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; and,

WHEREAS, Subphases 2B and 2C cover the work necessary to approve, bid, contract, manage, and construct the Project. SFPW will deliver the complete Project after the Subphases have been authorized; and,

WHEREAS, The Subphase 2B scope of work required to be performed includes (1) Engineering support services by various divisions within SFPW, SFMTA, and SFPUC to provide all construction documentation necessary to bid and award the Project; (2) SFPW project management costs to oversee and coordinate the Subphase 2B work; (3) Reallocation of \$100,000 of SFMTA funding to SFPW for Subphase 2B; (4) SFPW acceptance of Granite paver bands, benches, trash receptacles, and rain gardens within the Project; The cost for Subphase 2B items is \$283,268; and,

WHEREAS, A Third Amendment to the MOU (Subphase 2C) will be presented to the OCII Commission sometime in the future, which will include the construction contract for the Project, and (1) the amount of the 10% labor and materials deposit to be provided to SFPW from OCII for SFPW acceptance of the granite pavers, benches, trash receptacles, and rain gardens within the Project; (2) the amount and terms for OCII's possible future advancement of funds to SFPW, or the Greater Rincon Hill Community Benefits District ("CBD), should the CBD cease to exist and SFPW require removal and replacement of the benches, trash receptacles and rain gardens within the Project; and,

WHEREAS, OCII desires to have SFPW perform the Subphase 2B scope of work through this Second Amendment and increase the professional services fees to include the amount of \$283,268, in addition to the existing contract amount of \$829,523, for an overall total aggregate amount of \$1,112,791; and,

WHEREAS, The Parties agree that the terms of MOU shall remain in effect, except as amended in the Second Amendment; and,

WHEREAS, Expenditures for the Transbay Folsom Streetscape Improvements are included in OCII's approved Recognized Obligation Payment Schedule for the January to June 2017 period ("ROPS 16-17B") as Item #107. Sufficient funds are available to continue with the Second Amendment; and,

WHEREAS, Approval of the Second Amendment to the MOU with SFPW will allow for the completion of feasibility and planning studies to prepare for possible future actions for portions of the 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, That the Commission hereby approves, substantially in the form of the attached to the Commission memorandum accompanying this resolution, the Second Amendment to the MOU with SFDW for the Transbay Folsom Street Improvements including funding of the Subphase 2B scope of work; and, be it further

RESOLVED, That the Commission hereby authorizes the Executive Director to enter into any and all ancillary documents or take any additional actions necessary to implement the Second Amendment: provided, however, the actions do not materially increase the liability of OCII.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of March 21, 2017.

Interim Commission Secretary