



122-0032024-002

Agenda Item **No. 5(b)**
Meeting of October 1, 2024

MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Thor Kaslofsky, Executive Director

SUBJECT: Authorizing, pursuant to the Transbay Implementation Agreement, a Memorandum of Understanding with the City and County of San Francisco, acting through San Francisco Public Works, to fund and deliver streetscape and infrastructure improvements benefitting the Transbay Block 2 Affordable Housing projects in an amount not to exceed \$11,463,624; providing notice that this authorization is within the scope of the Transbay Redevelopment Project approved under the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project final Environmental Impact Statement/Environmental Impact Report, a program EIR, and is adequately described therein for purposes of the California Environmental Quality Act; Transbay Redevelopment Project Area

EXECUTIVE SUMMARY

London N. Breed
MAYOR

Thor Kaslofsky
EXECUTIVE DIRECTOR

Bivett Brackett
CHAIR

Dr. Carolyn Ransom-Scott
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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, now known as the Salesforce Transit Center (“STC”). Also in 2005, the Transbay Joint Powers Authority (“TJPA”) and the former Redevelopment Agency of the City and County of San Francisco (“Former Agency”) entered into the Project Area Implementation Agreement which required the Former Agency to “execute all activities related to the implementation of the Transbay Redevelopment Plan, including but not limited to, activities related to major infrastructure improvement,” and the construction of affordable housing (“Implementation Agreement”). After the 2012 dissolution of all redevelopment agencies throughout the State, the successor to the Former Agency, the Office of Community Investment and Infrastructure (“OCII”), assumed the Former Agency’s obligations under the Implementation Agreement, and in January 2021 OCII took ownership from the TJPA of

certain parcels within the Project Area including Transbay Blocks 2 and 3. The Transbay Redevelopment Plan (“Redevelopment Plan”) requires that at least 35% of all new housing in the Project Area is permanently affordable.

In 2006, in furtherance of the Redevelopment Plan and the Project Area Design for Development, the Former Agency, San Francisco Planning Department (“Planning Department”) in collaboration with other City and County of San Francisco (“City”) agencies, and the TJPA, approved the 2006 Transbay Streetscape and Open Space Concept Plan (“Streetscape and Open Space Plan”). The Streetscape and Open Space Plan includes design guidelines 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 Streetscape and Open Space Plan envisioned the new Clementina and Tehama Street extensions abutting the future Block 2 Affordable Housing projects and the Block 3 Park, respectively, pedestrian improvements such as new signalized crossings, widened sidewalks and other streetscape improvements to enhance and complete the vision for the Project Area.

To assist OCII in meeting its Project Area obligations, OCII partners with the San Francisco Department of Public Works (“SFPW”) to provide infrastructure delivery support and coordination services, project management, construction management, construction administration, and other professional services related to the design, engineering, and delivery of Project Area improvements. On December 6, 2022, (Resolution No. 48-2022) the Commission approved the Schematic Design for the Transbay Block 3 Park and Streetscape Improvements Project (“Block 3”) as well as a Memorandum of Understanding (“MOU”) with SFPW to complete Block 3’s design and engineering. Certain improvements consisting of the completion of Clementina Street, as well as new sidewalks along Main and Beale Streets and relocation of a water line (“Streetscape and Infrastructure”), benefitting future Block 2 Affordable Housing projects and Block 3, were planned to occur as the first phase of Block 3 (the “Phase 1 Project”). The Phase 1 Project is within Zone One of the Project Area.

OCII requests Commission approval to engage SFPW in a Phase 1 Project Construction MOU to provide construction management services to facilitate delivery of the Phase 1 Project comprised of: (1) Build out of the new Clementina Street extension, including sidewalks, lighting, street trees and raised crosswalks at each corner and at the mid-block of Clementina Street; (2) signalized crossings at Beale and Main Street intersections; (3) Main Street water line relocation; (4) A new sewer line; (5) Sidewalk widening on both Beale and Main Streets adjacent to the future Block 3 Park (“Phase 1 Project Construction MOU”). The Phase 1 Project is more fully described below in the Scope of Work section. The budget for the Phase 1 Project allocates \$4,307,562 for all indirect construction services from award of the construction contract through street legislation, dedication and acceptance (soft costs), and \$7,156,062 to fund the project’s construction (hard costs) for an aggregate total not-to-exceed \$11,463,624.

The scope of SFPW’s 2022 MOU for design and engineering services included advertisement, bid and award of the Phase 1 Project, in accordance with the City’s competitive bid procedures. SFPW has advertised the construction bid and identified NTK Construction as the lowest qualified bidder. NTK Construction’s bid achieves San Francisco Small Business Enterprise (“SBE”)/Local Business Enterprise (“LBE”) participation of 50.3%, with approximately 48% identified as “Micro LBE” and located in District 10 Bayview Hunters Point. SFPW anticipates awarding the construction contract by

November 2024, following completion of the City's Contract Monitoring Division's ("CMD") review and the OCII Commission's approval of the Phase 1 Project Construction MOU.

SFPW will be responsible for ensuring the Phase 1 Project's constructed improvements meet City standards, closing out the construction phase and, upon completion, City transfer and acceptance of the new public right-of-way improvements. The Phase 1 Project will provide essential improvements necessary for completion and legal occupancy of the adjacent Transbay Block 2 Affordable Housing projects currently under construction. The sequencing of construction between the Phase 1 Project and the Block 2 Affordable Housing projects is tightly coordinated to complete the necessary infrastructure improvements that will allow the affordable housing units to be occupied upon the housing's completion.

The current construction schedule for the Phase 1 Project assumes a Notice to Proceed in January 2025. The Phase 1 Project schedule assumes a 19-month construction period and completion of the work in July 2026, see schedule below.

Staff recommends approval of this MOU with SFPW to fund all construction soft costs, professional and fees services including those required to assist in the final dedication and acceptance of the new street, as well as construction hard costs covering SFPW's contract with the general contractor to deliver the Phase 1 Project.

BACKGROUND

The Block 3 site occupies the middle portion of the former TJPA Temporary Transbay Bus Terminal ("Temporary Terminal"), which operated while the STC was being constructed. Transbay Blocks 2 and 3 are formerly State-Owned Parcels located within Zone One of the Project Area. In January 2021, OCII acquired the former Temporary Terminal site, which is bounded by Howard, Beale, Folsom and Main Streets, from the TJPA. In accordance with the Redevelopment Plan, the Implementation Agreement and the Streetscape and Open Space Plan, upon completion of the STC and OCII's acquisition of the former Temporary Terminal site, OCII subdivided the former Temporary Terminal master block into Transbay Blocks 2, 3 and 4 and began the design and development process for Blocks 2 and 3 and associated infrastructure. Transbay Block 2, abutting Clementina Street at the south will be an affordable housing development comprised of two mixed-use buildings (a senior housing building and a family building), and Block 3 will be a new one-acre park. The new Clementina Street extension will be located between Transbay Blocks 2 and 3, perpendicular to and connecting Beale and Main Streets.

The Phase 1 Project includes build out of the new Clementina Street extension, two signalized crossings at the Main and Beale Street intersections, a Main Street water line relocation, a new sewer line within the Clementina right of way, and sidewalk widening on both Main and Beale streets adjacent to the Block 3 parcel. The Phase 1 Project will provide essential improvements necessary for completion and occupancy of the Block 2 Affordable Housing developments. The Block 3 Park and Tehama Street extension of the larger Block 3 Project will be constructed at a future date.

In September 2018, the OCII Commission authorized a MOU with SFPW to provide professional design and engineering services for the Block 3 Project (Resolution No. 39-2018).

In June 2020, OCII issued a request for proposals seeking a team to develop, own, and operate 100% affordable rental family and senior housing units on Block 2, including units set aside for households experiencing homelessness. Based on the results of an interdisciplinary evaluation panel, OCII approved the team led by Mercy Housing California (“Mercy Housing”) and Chinatown Community Development Center (“CCDC”) (collectively the “Sponsors”) to develop Block 2.

In December 2022, the Commission approved an amendment to the 2018 SFPW MOU (“Amended and Restated MOU”) that enabled SFPW and the Recreation and Parks Department (“RPD”) to provide additional design and professional services work on the Phase 1 Project, including design and engineering of the future public streets abutting the park and completion of construction and bid documents. Engaging SFPW and RPD in the design and engineering of the Block 3 Project ensured adherence to City design specifications and will streamline the City’s acceptance process of the future park and new streets. Also in December 2022, the Commission conditionally approved the Schematic Design for the Block 3 Project (Resolution No. 47-2022).

Except for the contractor solicitation and award phase (currently underway), SFPW has completed all deliverables in the Amended and Restated MOU that are related to the Phase 1 Project. Upon award of the construction bid, OCII, SFPW and RPD will close out the current Amended and Restated MOU, as all design, engineering, outreach, permitting and contractor selection tasks for the Block 3 Project will have been completed.

Phasing

After witnessing the benefits and activation the interim use known as The Crossing is bringing to the East Cut neighborhood, its contribution to activating and revitalizing downtown, and listening to community feedback on the approved design for the Block 3 Park, OCII decided that it is in the shared interest of the East Cut community and the City’s broader Downtown to:

- Temporarily postpone the Block 3 Park project, allowing The Crossing interim activation on Transbay Blocks 3 and 4 to continue;
- Center OCII’s staff efforts on an expedited delivery of the Under Ramp Park project (“URP”) because its program of uses includes many community activating elements currently featured at The Crossing; and
- Return to the Block 3 Project, when URP is to begin construction in approximately two years.

Infrastructure Critical to the Block 2 Affordable Housing

Block 2 will be two 100% affordable housing developments each consisting of a low-rise building and a mid-rise building (“Block 2 East” and “Block 2 West”, respectively), with a mid-block pedestrian mews that will connect Folsom Street to Clementina Street and the future park. Both Blocks 2 East and 2 West are currently under construction.

Block 2 East, being developed by Mercy Housing, is a mixed-use residential building including 184 housing units and two manager’s units, serving low-income and formerly homeless families. Block 2 West, being developed by CCDC, is a mixed-use residential building providing 150 senior housing units and one manager unit, serving low-income and formerly homeless seniors. Both projects also include spaces such as publicly accessible open space, common rooms, management offices, laundry, lobbies, and supportive service spaces designed to serve the developments’ intended populations. The Block

2 East project features a two-level space with adjacent courtyard outdoor areas for a childcare facility, while both developments have ground-floor retail spaces intended for neighborhood-serving uses.

The Phase 1 Project will provide essential pedestrian and emergency vehicle access, as well as water service improvements necessary for the occupancy of the Block 2 developments. These include, but are not limited to sidewalks, crosswalks, roadway, and street lighting. The roadway will serve as a fire access point for both Block 2 buildings and will provide passenger loading at the entrance to the Block 2 East childcare facility. In addition, the relocation of a transmission water line on Main Street will allow for widening the sidewalk as planned for Block 2 East and a required sewer lateral connection from Block 2 East to a new sewer line on Clementina Street.

As noted in staff memorandums authorizing financing for the Block 2 projects, the housing projects rely on approximately \$149 million in Low-Income Housing Tax Credits paired with \$ 161 million of tax-exempt bonds as a significant source of capital funding.

DISCUSSION

Scope of Work

Through this Phase 1 Project Construction MOU, SFPW will provide project management and construction management services for the successful delivery of the Phase 1 Project from construction through close out. SFPW will award and manage the Phase 1 Project construction contract and coordinate work outside of the construction contract by the San Francisco Public Utilities Commission (“SFPUC”), other utility providers, and San Francisco Municipal Transportation Agency (“SFMTA”). SFPW’s scope of services also includes contract administration services, construction administration services, site assessment remediation, regulatory affairs, and coordination of services by other City departments including SFMTA and SFPUC. SFPW will manage all professional consulting services through the City’s pre-approved list of consultants necessary for the construction of the Phase 1 Project.

SFPW’s Phase 1 Project Construction MOU scope of work (“Scope of Work”) is comprised of:

1. Building the new Clementina Street extension, including sidewalks, lighting, street trees and raised crosswalks at each corner and at the mid-block of Clementina Street;
2. Installing two signalized crossings at Beale and Main Street intersections;
3. Relocating a Main Street water line;
4. Installing a new sewer line; and
5. Widening the sidewalks on both Beale and Main Streets adjacent to the future Block 3 Park

SFPW will be responsible for constructing the improvements to City standards, closing out the construction phase, and upon completion, accepting the new public right-of-way improvements.

Construction and Approvals Schedule

Construction on the Phase 1 Project is anticipated to begin in January 2025, with completion by July 2026. The Phase 1 Project construction sequencing has been coordinated with the Block 2 affordable housing development projects’ construction, staging, and Temporary Certificates of Occupancy (“TCO”) target issuance dates. Completion of the Phase 1 Project utilities that will service the Block 2 housing will occur in advance of the anticipated TCO dates for Blocks 2 West and 2 East (October 28, 2025, and May 26, 2026, respectively).

SFPW advertised the construction bid for the Phase 1 Project in July 2024 and plans to award the construction contract by November 2024. The below schedule outlines key Phase 1 construction dates, including TCO dates for Blocks 2 West and 2 East, by which the Phase 1 Project's infrastructure improvements must be completed to allow the affordable housing projects to open.

Under City Charter Section 9.118(a), the Board of Supervisors ("BOS") must approve revenue contracts entered into by a department having anticipated revenue to the City of \$1 million or more. Therefore, BOS approval is required before SFPW can enter into new Transbay-related agreements with OCII, including this Phase 1 Project Construction MOU. The BOS Ordinance authorizing SFPW and OCII to execute such agreements, passed the BOS Budget and Finance Committee and is scheduled for the full Board no later than October 1, 2024.

PHASE 1 PROJECT APPROVALS & CONSTRUCTION SCHEDULE	DURATION	START	END
Construction Bid Advertisement	6 Weeks	July 5, 2024	August 14, 2024
Bid Administration, identification of Qualified and Responsive Low Bid	3 Weeks	August 16, 2024	September 5, 2024
OCII Commission: Approve Phase 1 Project MOU	1 Day	October 1, 2024	October 1, 2024
BOS: Ordinance to allow SFPW to enter into contracts over \$1M in value with OCII* *requires Sponsorship, Committee, Full Board, Second Reading and Mayor's Signature	2 Months	September 2024	October 2024
SFPW Commission: Approve award of Phase 1 Project contract	1 Day	October 28, 2024	October 28, 2024
Award of Contract* *Assumes no bid protest	2 Weeks	October 28, 2024	November 11, 2024
Construction	18.6 Months	Jan 2025	July 2026
Transbay Block 2 West Temporary Certificate of Occupancy (TCO)			October 2025
Transbay Block 2 East Temporary Certificate of Occupancy (TCO)			May 2026
Close-Out Phase	3-6 Months	Aug 2026	Jan 2027
Warranty Phase	1-Year		
Tree Maintenance Warranty	3-Year		

Summary of SFPW Professional Services

SFPW's professional services are detailed in Section 3 of this Phase 1 Project Construction MOU. A summary of these services is listed below.

1. Project management, construction administrative services, manage infrastructure close-out and acceptance by the City
2. Construction management by the SFPW Infrastructure and Design ("IDC") Construction Management team, review of engineering submittals and RFI's
3. Construction Administration and Access Compliance Reviews
4. Environmental monitoring per the Mitigation Measure Requirement Plan ("MMRP")
5. Coordination of as-needed Consultant Services
6. Public affairs services
7. Coordination with CMD / SBE Program and OCII Contract Compliance Department ("OCII CCD") to ensure that applicable City contracting policies meet, the goals of OCII's SBE policy (see BID OUTREACH PROCESS and CONTRACT COMPLIANCE WITH EQUAL OPPORTUNITY PROGRAMS Sections below, Attachment 6: OCII SBE Policy and Attachment 7: Bid Outreach Strategies)

Roles and Responsibilities

OCII is the Block 3 Project sponsor and through the Phase 1 Project Construction MOU will fund construction of the Phase 1 Project. OCII's role also includes pre-construction and construction phase coordination with SFPW, the Block 2 Sponsors, and East Cut Landing Partners ("ECLP"), The Crossing's operator. For the purposes of this MOU, the Block 2 Sponsors and ECLP are considered "Adjacent Users".

The SFPW PM will have overall responsibility to coordinate construction administration of the Phase 1 Project, including aligning construction with the activities of the Adjacent Users. The SFPW PM will coordinate and manage as-needed consultants and other City agencies as required during construction of the Phase 1 Project. The SFPW PM, with assistance from the SFPW staff team, will submit and obtain all necessary permits for construction except for those required of the Phase 1 Project contractor.

BUDGET

The Phase 1 Project Budget includes SFPW's professional services scope, schedule, and budget. The project costs are listed in the "Phase 1 Project Construction Cost Controls Construction Budget" (see Attachment 3 and Project Construction Budget table below), and OCII will fund all City agency services performed under this MOU on a reimbursable basis to SFPW. The "Project Construction Cost Controls Construction Budget" is a total not-to-exceed cost of \$11,463,624 comprised of both hard and soft costs.

The Phase 1 Project construction hard cost budget is a not-to-exceed amount of \$7,156,062 and the soft cost budget is \$4,307,562. As the Phase 1 Project has been bid but not yet awarded, the general contractor's hard costs are based upon an estimate. The Advertised Engineer's Estimate for the construction bid amounts to \$4,909,360 (see Attachment 4a: Public Works Engineers 100% Construction Documents ("CD") Estimate and the Final Reconciled Averaged Bid Estimate (Advertised Engineer's Estimate) and Attachment 4b: M Lee Corporation ("MLEE") 100% CD Estimate). Additional hard costs include allowances listed under "Construction Work" in Attachment 3. Hard cost construction

contingencies (listed under “Construction Work Reserve” in Attachment 3 include 5% Bid, 5% Coordination with Adjacent Users and 15% Construction Contingencies. The total hard costs estimate of \$7,156,062 includes the Advertised Engineer’s Estimate, additional construction hard costs and contingency (See Phase 1 Project Construction Budget Table above and Attachment 3: Construction Cost Control Budget).

SFPW, PUC and SFMTA soft cost proposals include annual City salary cost of living increases, at a maximum of 4% per annual fiscal year, which is calculated and added to the respective proposals for each agency. Delays in the schedule beyond the contingency may require additional fees. If this occurs, and the Project Construction Cost Controls Construction Budget of \$11,463,624 were proposed to be increased, staff will return to the Commission for approval consideration.

PHASE 1 PROJECT CONSTRUCTION BUDGET: Summary of Soft vs Hard Construction Costs	
Soft Costs Subtotal	\$ 3,745,705
Project Control Soft Cost Reserve (15% Contingency)	\$ 561,856
Subtotal Soft Costs	\$ 4,307,562
Advertised Engineer’s Estimate (estimated construction bid)	\$ 4,909,360
Additional Hard Costs and Allowances (not included in construction bid)	\$ 886,402
Construction Work Hard Cost Reserve (Contingencies totaling (25%) • 5% Bid Contingency • 5% Coordination with Adjacent User Contingency • 15% Construction Contingency	\$ 1,360,300
Subtotal Hard Costs	\$ 7,156,062
Total Construction Budget	\$ 11,463,624

Assumptions and Exclusions

The MOU also details certain assumptions about the Phase 1 Project, such as its environmental clearance, and clarifies those services that are excluded from SFPW’s base scope-of-work. OCII may request SFPW to perform additional tasks on an as-needed basis, or by modification of the Phase 1 Scope of Work. Lastly, the Phase 1 Project Construction MOU explains the financial oversight, invoicing and payments, auditing, insurance provisions, and the dispute resolution protocol to be followed by OCII and SFPW.

BID OUTREACH PROCESS AND SELECTION

Per the Bid, Advertisement and Award of Contract scope under the Amended and Restated MOU, SFPW released the bid advertisement for the Phase 1 Project on July 5, 2024. SFPW hosted a pre-bid meeting on July 18, 2024, at the Southeast Community Center at 1550 Evans Ave, San Francisco, CA 94124 in Bayview Hunters Point. Construction bids were due on August 14, 2024.

SFPW, CMD and OCII CCD developed a bid outreach strategy, to widely publicize the bid opportunity and encourage applications by SBEs/ LBEs, especially Project Area SBEs. The bid outreach strategy included:

- Bid opportunity announcement and flyers have been distributed and/or announced to all OCII Citizens Advisory Committees (“CAC”) (Transbay, Mission Bay, and Hunters Point Shipyard CACs)
- The bid advertisement is featured on the below websites
 - Public Works Bid Opportunities
 - SF City Partner
 - RPDs Website
 - SFPWs Website
- The bid was advertised in the following newspapers:
 - Bay Area Reporter
 - Wind Newspaper & Sing Tao Daily (English and Chinese)
 - El Tecolote Newspaper (English and Spanish)
 - San Francisco Bay Times
 - San Francisco Chronicle
 - Sun Reporter
- The below parties have been directly notified of the bid opportunity:
 - Contractors on SFPW’s LBE list that are licensed to perform the work
 - African American Chamber of Commerce
 - Hispanic Chamber of Commerce
 - Renaissance Staff & Associates
 - Renaissance’s Construction Partners Community Group (see Attachment 7)
 - CMD LBE Advisory Committee

SFPW follows City Administrative Code Chapter 21 rules for bid and award of construction contracts. The bid selection process for the Phase 1 Project construction contract is proceeding according to the City’s competitive bid procedures. SFPW advertised the construction bid for the Phase 1 Project in July and has publicly identified NTK Construction as the lowest qualified bidder. There were no bid protests and CMD is currently reviewing NTK Construction’s qualifications. SFPW anticipates awarding the construction contract by November 2024, following completion of CMD’s review and OCII Commission approval of the Phase 1 Project Construction MOU.

COMMUNITY SUPPORT

The MOU was presented to the Transbay CAC on August 8, 2024 and the CAC voted in support of the Phase 1 Project Construction MOU.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Approval of the Phase 1 Project Construction MOU is undertaken pursuant to the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project Final Environmental Impact Statement/Environmental Impact Report (“FEIS/FEIR”), a program EIR, certified by the Planning Commission on April 22, 2004, and by the Former Agency Commission on April 20, 2004, and as described in subsequent addenda. For purposes of compliance with the California Environmental Quality Act (“CEQA”) and State CEQA Guidelines, staff determined that authorizing the Phase 1 Project Construction MOU to construct the Phase 1 Project is within the scope of the project analyzed in the

FEIS/FEIR and requires no additional environmental review pursuant to State CEQA Guidelines Sections 15180, 15168, 15162 and 15163.

CONTRACT COMPLIANCE WITH EQUAL OPPORTUNITY PROGRAMS

SFPW continues to coordinate with CMD and OCII CCD to ensure that the contracting policies for the Phase 1 Project meet or exceed the objectives of OCII's SBE policy (including an SBE goal of 50%).

As stated above, SFPW has identified NTK Construction as the lowest qualified bidder. NTK Construction is a minority-owned business based in Bayview Hunters Point but has since graduated from the LBE/SBE program. NTK Construction has successfully completed infrastructure projects in the Mission Bay Project area. Per NTK Construction's bid response, including their subcontractors' scopes of work, the SBE/LBE breakdown is as follows:

- Overall SBE participation: 50.3%
- San Francisco-SBE: 50.3%
- Minority-owned business: 48%

The table below details NTK Construction and its subconsultants' contract values, Micro LBE classification and City location zip code, as well as how their contracts contribute to the overall SBE project percentages listed above.

Contractor	Contract Amount	SBE	SF-SBE	Minority owned	Micro businesses / Zip Codes
NTK Construction	\$ 1,692,031	\$ -	\$ -	\$ -	
Baytech Engineering	\$ 881,805	\$ 881,805	\$ 881,805	\$ 881,805	Micro / 94124
On the Level Concrete	\$ 683,025	\$ 683,025	\$ 683,025	\$ 683,025	Micro / 94124
Ronan Construction	\$ 87,590	\$ 87,590	\$ 87,590	\$ -	Micro / 94121
DR Traffic Control	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	Micro / 94124
Lone Star Landscape	\$ 151,500	\$ -	\$ -	\$ -	
Total	\$ 3,710,951	\$ 1,867,420	\$ 1,867,420	\$ 1,779,830	
% of Total		50.3%	50.3%	48.0%	

Attachment 7 includes a summary of the contracting goals and bid outreach process to-date, and below are main highlights:

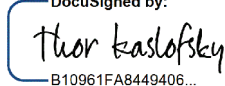
1. SFPW will give first consideration in the approval of contract service orders or work order in the following priority:
 - a. Project Area SBEs/ LBEs located in Project Area Zip Code areas 94124, 94134 and 94107
 - b. San Francisco-based SBEs/LBEs, and
 - c. all other SBEs/LBEs
2. SFPW will coordinate with CMD, OCII, the Office of Economic and Workforce Development and the City Build program to ensure that the selected contractor follows the hiring and reporting goals of OCII's Construction Workforce Program, which requires that contractors (regardless of tier) make good faith efforts to employ San Francisco residents for 50% of the hours by each trade needed to construct the Phase 1 Project.

3. CMD will provide OCII with quarterly SBE participation status reports and continue to coordinate with OCII and SFPW to ensure SBE program requirements are adhered to.

STAFF RECOMMENDATION

Staff recommends approving the MOU with SFPW to allocate funding in an amount not-to-exceed \$4,307,562 for construction administration and management, project management and all necessary indirect cost services and fees from award of the construction contract through street legislation, dedication and acceptance, and \$7,156,062 to fund the project's construction for an aggregate total not-to-exceed \$11,463,624, including allowances and contingencies, to deliver the Phase 1 Project.

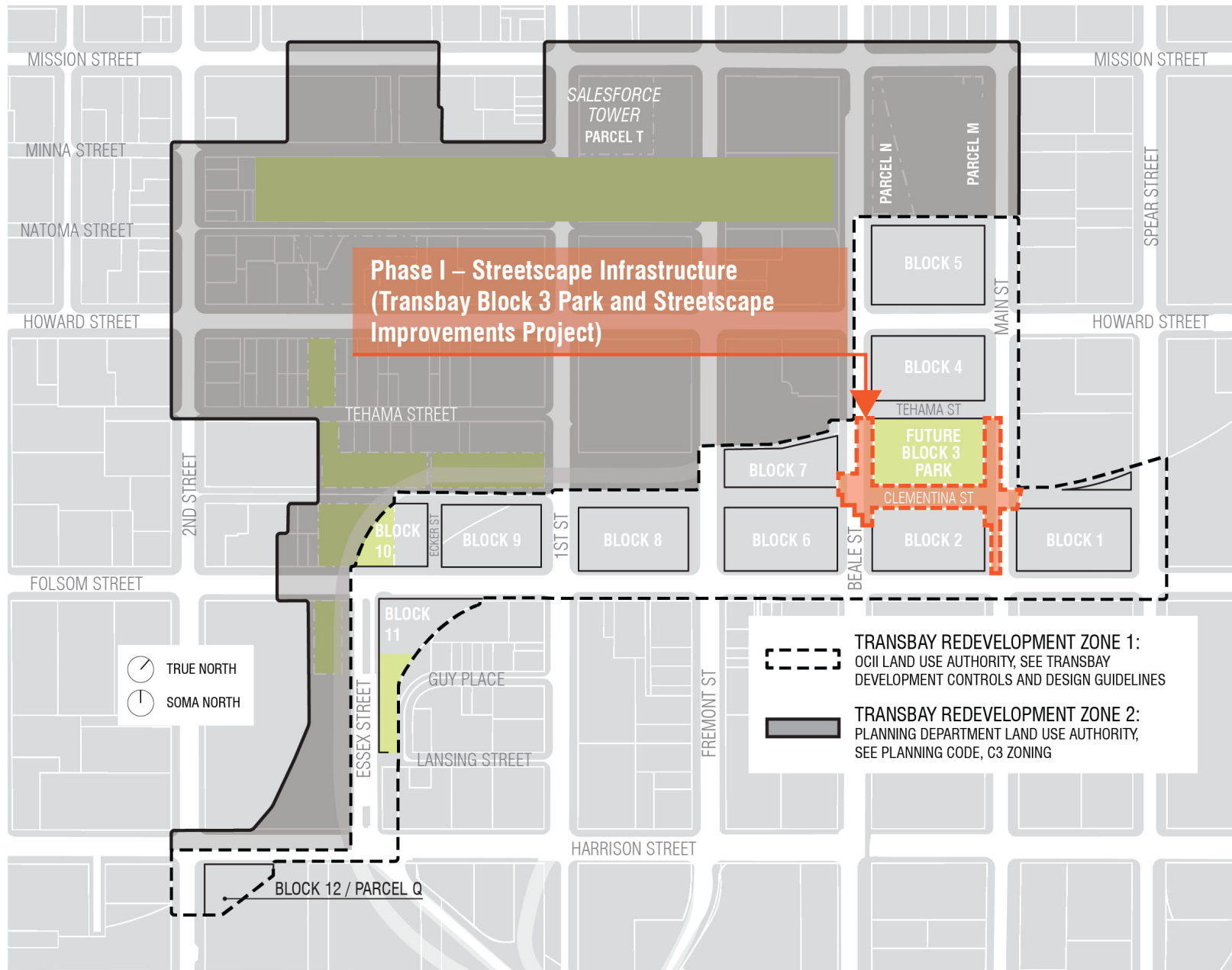
(Originated by Laura Shifley, Development Specialist)

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Thor Kaslofsky
Executive Director

Attachments

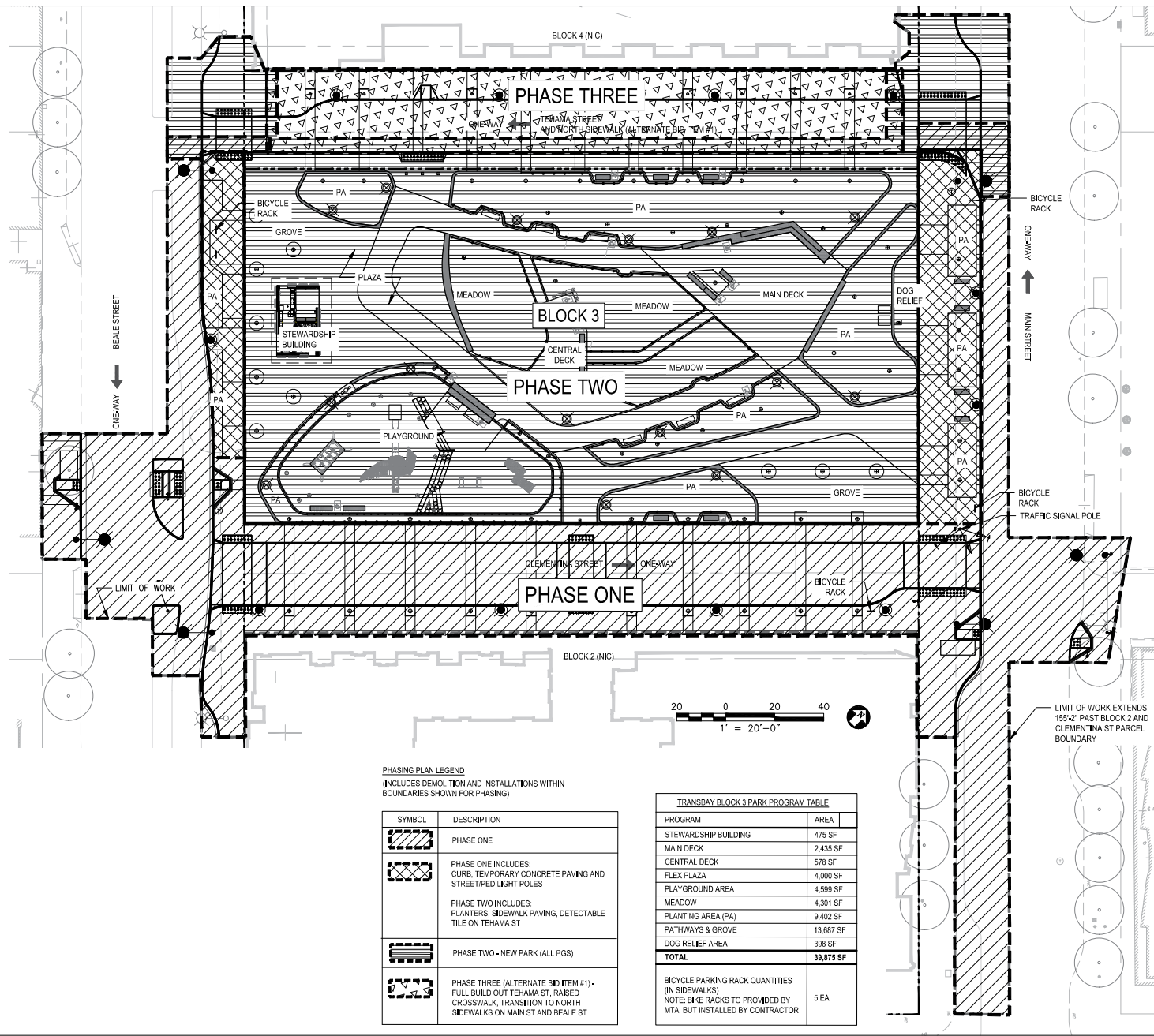
Attachment 1:	Phase 1 Construction MOU Scope of Work Area
Attachment 2:	Phasing Plan
Attachment 3:	Construction Cost Control Budget
Attachment 4a:	Public Works Engineers' 100% CD Estimate and the Final Reconciled Averaged Bid Estimate (Advertised Engineer's Estimate)
Attachment 4b:	MLEE 100% CD Estimate
Attachment 5:	Advertisement for Bid
Attachment 6:	OCII SBE Policy
Attachment 7:	Bid Outreach Strategies
Attachment 8:	Permit Area
Attachment 9:	Specification 007316 Insurance Requirements
Attachment 10:	Contract Specifications and Addendum related to Hazardous Material Acknowledgement and Indemnification

Attachment 1: Phase 1 Construction MOU
Scope of Work Area



Attachment 2: Phasing Plan

SYMBOL	DESCRIPTION
	LIMIT OF WORK
	PARCEL BOUNDARY
	(N) PEDESTRIAN PARK LIGHT
	(N) PEDESTRIAN STREET LIGHT
	(E) STREET LIGHT
	(N) STREET LIGHT
	(E) TREE
	(N) TREE TRUNK
PA	PLANTING AREA



BUILDING DESIGN AND
CONSTRUCTION DIVISION
BUREAU OF LANDSCAPE ARCHITECTURE



Ron Alameida - City Architect
Jennifer Cooper - Bureau Manager
49 South Van Ness, San Francisco, CA 94103
Phone (628) 271-2862

Project

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Transbay Block 3 Park and Streetscape Improvement Project

250 Main Street

Consultant	
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Bureau Mgr. _____

Section Mgr. _____

BID SET

01/19/2024

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PM	KO
Proj. L.Arch.	LH
Drawn	JH/DC
Checked	JC

Drawing Title	
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SCOPE & PHASING PLAN

Sheet No. _____

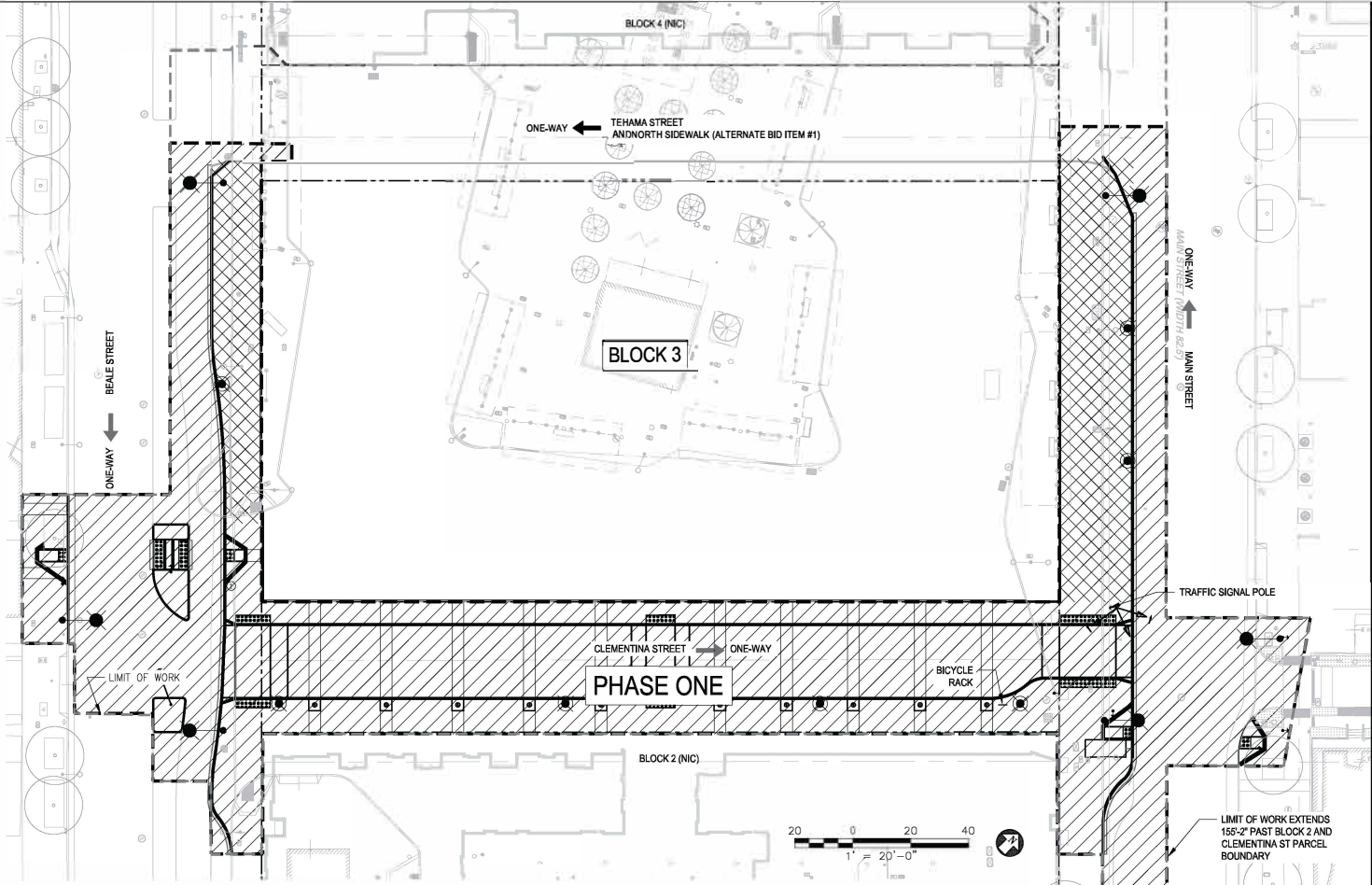
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Scale: AS NOTED

Project No.	
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1099I

LEGEND	
	LIMIT OF WORK
	PARCEL BOUNDARY
	(N) PEDESTRIAN PARK LIGHT
	(N) PEDESTRIAN STREET LIGHT
	(E) STREET LIGHT
	(N) STREET LIGHT
	(E) TREE
	(N) TREE TRUNK
	PLANTING AREA



PHASING PLAN LEGEND
(INCLUDES DEMOLITION AND INSTALLATIONS WITHIN BOUNDARIES SHOWN FOR PHASING)

SYMBOL	DESCRIPTION
	PHASE ONE
	PHASE ONE INCLUDES: CURB, TEMPORARY CONCRETE PAVING AND STREET/FED LIGHT POLES PHASE TWO INCLUDES: PLANTERS, SIDEWALK PAVING, DETECTABLE TILE ON TEHAMA ST
	PHASE TWO - NEW PARK (ALL PGS)
	PHASE THREE (ALTERNATE BID ITEM #1) - FULL BUILD OUT TEHAMA ST, RAISED CROSSWALK, TRANSITION TO NORTH SIDEWALKS ON MAIN ST AND BEALE ST

TRANSBAY BLOCK 3 PARK PROGRAM TABLE	
PROGRAM	AREA
STEWARDSHIP BUILDING	475 SF
MAIN DECK	2,435 SF
CENTRAL DECK	578 SF
FLEX PLAZA	4,000 SF
PLAYGROUND AREA	4,599 SF
MEADOW	4,301 SF
PLANTING AREA (PA)	9,402 SF
PATHWAYS & GROVE	13,687 SF
DOG RELIEF AREA	398 SF
TOTAL	39,875 SF
BICYCLE PARKING RACK QUANTITIES (IN SIDEWALKS) NOTE: BIKE RACKS TO PROVIDED BY MTA, BUT INSTALLED BY CONTRACTOR	5 EA

BUILDING DESIGN AND CONSTRUCTION DIVISION
BUREAU OF LANDSCAPE ARCHITECTURE



Ron Alameda - City Architect
Jennifer Cooper - Bureau Manager
49 South Van Ness, San Francisco, CA 94103
Phone (415) 271-2552

Project
Transbay Block 3 Park and Streetscape Improvement Project
250 Main Street

Consultant

Bureau Mgr.
Section Mgr.

BID SET			01/19/2024
No.	Date	Revisions	

PM KO
Proj. L.Arch. LH
Drawn JHDC
Checked JC



Drawing Title

PHASE ONE PLAN

Sheet No. G0.3.1

Scale: AS NOTED

Project No. 10991

Drawing name: V:\10991_Transbay_Phase1_Design\Working_Drawings\A\10991_G0.3.1_P01.dwg Plot date: Feb 08, 2024 1:10:53am

Original Sheet Size: 22x34"

Attachment 3: Construction Cost Controls Budget

PHASE I STREETSCAPE INFRASTRURE (TRANSBAY BLOCK 3 PARK AND STREETSCAPE IMPROVEMENTS PROJECT)

PeopleSoft Project Description: PW OCII Transbay Park

PeopleSoft Project IDs: 10034009

Document Date: 8/6/24

	Phase	Account Type (PW Labor or Other)	WBS Activity (Task)	Provider	Original Budget	Comment
Construction Phase	Construction	Labor	Project Management	BDC Project Management	\$ 952,347	
			Admin/Support	PW BDC Landscape	\$ 322,811	
				PW IDC Streets and Highways	\$ 531,000	
				PW IDC Structural	\$ 49,288	
				PW Geotechnical	\$ 19,293	
				PW IDC Electrical Streets	\$ 102,834	
				PW IDC Hydraulics	\$ 39,087	
				MTA Traffic Routing	\$ 92,030	
				MTA Traffic Signal Engineers	\$ 11,370	
				Material Testing Lab	\$ 20,000	
				PUC CDD Engineering	\$ 18,127	
			Construction Management	PW IDC Construction Management	\$ 875,784	
			Contract Procurement Work	PW BDC Contract Preparation	\$ 50,000	
			Public Affairs	PW IDC Public Affairs	\$ 114,939	notifications/press
			Regulatory	PW IDC Regulatory Affairs	\$ 14,249	Envir Review
			Site Remediation/Prep	PW BDC Site Assess & Remediation	\$ 13,865	
			Legal Services	City Attorney	\$ 30,000	allowance
			Regulatory	DPW IDC Disability Access	\$ 31,064	
		Non-Labor	Admin/Support	Consultant - (MLEE)	\$ 80,000	Cost Estimating/Change order reviews
				Consultant - (Avila)	\$ 172,778	
			Site Remediation/Prep	Consultant - (Baseline)	\$ 33,840	
				Consultant - (arborist, archeologist, other)	\$ 20,000	allowance
			Permitting	DPH Maher	\$ 6,000	allowance
				PUC dewatering	\$ 30,000	allowance
				City fees/permits/legislation/acceptance related-allowance	\$ 60,000	allowance
				MMRP related services	\$ 30,000	allowance
			Produce Plans/ Specs	City Repro	\$ 25,000	
			Construction Work	PUC CDD (Water Line related)	\$ 106,298	
				Utility related allowance	\$ 100,000	
				MTA	\$ 50,000	MTA traffic routing related allowance above bid
				MTA Signal Shop	\$ 340,304	purchased equip (contractor install)
				MTA Paint Shop	\$ 39,800	Paint Curbs/crosswalk/sign installation-allowance
				Allowance-additional Hazardous soil	\$ 100,000	
				Allowance- Unforeseen conditions/obstructions	\$ 100,000	
				Allowance-additional potholing, survey, borings	\$ 50,000	
				Construction Contract Estimate	\$ 4,909,360	Reconciled average between Mlee consultant estimate and Public Works engineer's estimate
			CONSTRUCTION SUBTOTAL		\$ 9,541,467	
		Reserves	Project Control Reserve		\$ 561,856	15% soft cost contingency
			Construction Work Reserve		\$ 245,468	5% Bid Market Contingency
					\$ 245,468	5% coordination with Adjacent Users contingency
					\$ 869,364	15% hard cost contingency
				RESERVE SUBTOTAL	\$ 1,922,156	
			TOTAL CONSTRUCTION BUDGET		\$ 11,463,624	
			SUMMARY OF SOFT VS HARD CONSTRUCTION COSTS			
		Soft Costs	Soft Costs Subtotal		\$ 3,745,705	
			Project Control Reserve (Soft Cost Contingency)		\$ 561,856	
			Subtotal Soft Costs		\$ 4,307,562	
		Hard Costs	Advertised Engineer's Estimate (est. construction bid)		\$ 4,909,360	
			Addit. Hard Costs and Allowances (not incl. in constr. bid)		\$ 886,402	
			Construction Work Reserve (Hard Cost Contingencies)		\$ 1,360,300	
			Subtotal Hard Costs		\$ 7,156,062	
			TOTAL CONSTRUCTION BUDGET		\$ 11,463,624	

Attachment 4a:
Public Works Engineers' 100% CD Estimate and
the Final Reconciled Averaged Bid Estimate
(Advertised Engineer's Estimate)

Attachment 4a:Public Works Engineers' 100% CD Estimate and the Final Reconciled Averaged Bid Estimate (Advertised Engineer's Estimate)
Transbay Streetscape Improvements - Phase I
8/6/2024

FINAL RECONCILED BID ESTIMATE (Advertised Engineers' Estimate)				TOTALS	NOTES
Reconciliation of Mlee 100% CD Cost Estimate dated 5/2024 (updated SAR/MTA costs & not including escalation)				\$ 4,752,668	See below totals and Refer to Attachment 4b See below breakdown
Public Works Engineers' 100% CD Estimate				\$ 4,385,275	
Average estimate between Reconciled Mlee Estimate and PW Engineers' Estimate				\$ 4,568,972	
Escalation to midpoint 7.45%				\$ 340,388	
FINAL RECONCILED BID ESTIMATE (Advertised Engineers' Estimate)				\$ 4,909,360	

Public Works Engineers' 100% CD Estimate compared with reconciled MLEE 100% CD Estimate									
Bid Item No.	Bid Item	Quantity	Unit	PW Engineer's Estimate Unit Price	PW Engineers' Estimate Extension	PW Engineer's 100% CD Estimate Subtotals	Reconciled Mlee 100% CD (not incl esc nor bid contng)	Delta between PW Engineer's Estimate and reconciled MLEE	Notes
General									
G-1	Mobilization (Maximum 3% of the Sum of All Bid Items excluding Allowances, Alternate Bid Items, Mobilization, and Demobilization)	-	LS	\$ 115,094	\$ 115,094				
G-2	Demobilization (Maximum 2% of the Sum of All Bid Items excluding Allowances, Alternate Bid Items, Mobilization, and Demobilization)	-	LS	\$ 76,729	\$ 76,729				
G-3	Traffic Control Work	-	LS	\$ 350,000	\$ 350,000				
G-4	Temporary Pavement Markings	7,420	LF	\$ 2	\$ 14,840		\$ 364,900		match 6/24 estimate and delete \$479K old estimate
G-5	Allowance for City's Share of Partnering Facilitation and Related Costs	-	AL	\$ 25,000	\$ 25,000				
G-6	Allowance for Graffiti Removal (Within approved project storage locations)	-	AL	\$ 30,000	\$ 30,000				
G-7	Allowance for Unforeseen Archaeological or other Conditions	-	AL	\$ 10,000	\$ 10,000				
G-8	Allowance to Remove Footings, 3' Below Grade	-	AL	\$ 40,000	\$ 40,000				
G-9	Allowance for Interim Fencing after Completion of Sidewalk Construction	-	AL	\$ 50,000	\$ 50,000				
G-10	Allowance for Temporary Pedestrian Access Ramps (max of 3)	-	AL	\$ 37,000	\$ 37,000				
	SUBTOTAL					\$ 748,663	719783	\$ 28,880	
Roadway Work									
R-1	Full Depth Planing Per 2-inch Depth of Cut	3,900	SF	\$3.50	\$ 13,650				
R-2	Hot Mix Asphalt (Type A 1/2-Inch Maximum with Medium Grading)	140	TON	\$250.00	\$ 35,000				
R-3	10-Inch Thick Concrete Base	6,700	SF	\$23.00	\$ 154,100				
R-4	8-Inch Thick Concrete Pavement with Integral Color	10,700	SF	\$66.00	\$ 706,200				
R-5	3 1/2-Inch Thick Concrete Sidewalk with Integral Color	6,900	SF	\$38.00	\$ 262,200				
R-6	3 1/2-Inch Thick Concrete Sidewalk	6,200	SF	\$16.00	\$ 99,200				
R-7	4-Inch or 6-Inch Wide Concrete Curb	1,120	LF	\$46.00	\$ 51,520				
R-8	Combined 6-Inch wide Concrete Curb and 1-Foot or 2-Foot Wide Concrete Gutter	640	LF	\$91.00	\$ 58,240				
R-9	8-Inch Thick Concrete Pavement, Parking Strip, or Gutter	60	SF	\$20.00	\$ 1,200				
R-10	Concrete Curb Ramp with Concrete Detectable Surface Tiles	7	EA	\$6,636.00	\$ 46,452				
R-11	Concrete Detectable Surface Tiles	270	SF	\$150.00	\$ 40,500				
R-12	Adjust City-Owned Manhole and Cover and Catchbasin Frame and Grate to Grade (Contingency Bid Item)**	3	EA	\$688.00	\$ 2,064				
R-13	Adjust City-Owned Hydrant and Water Main Valve Box Casting Cover to Grade (Contingency Bid Item)**	3	EA	\$645.00	\$ 1,935				included Mlee ROW + existing
	SUBTOTAL					\$ 1,472,261	\$ 1,917,329	\$ (445,068)	
Landscape Work									
L-1	Tree Removal (2) and Stump Grinding (4)	4	EA	\$1,750.00	\$ 7,000				
L-2	Tree Protection Fencing	2	EA	\$500.00	\$ 1,000				
L-3	Bicycle Racks- Installation Only	5	EA	\$1,000.00	\$ 5,000		\$ 8,660		
L-4	Decomposed Granite @ Tree Well	180	SF	\$179.00	\$ 32,220				
L-5	Install Street Trees- 24" Box and Staking	9	EA	\$2,400.00	\$ 21,600				
L-6	36-Month Long-Term Plant Establishment Period	-	LS	\$65,000.00	\$ 65,000				
	SUBTOTAL					\$ 131,820	\$ 72,204	\$ 59,616	
Sewer Work									
SW-1	Trench And Excavation Support For Sewer Work	-	LS	\$4,480.00	\$ 4,480				
SW-2	Standard Concrete Manhole For 12-Inch To 24-Inch Diameter Sewers With Frame And Cover (Per SFDPPW Standard Plan 87.181)	2	EA	\$10,000.00	\$ 20,000				
SW-3	12-Inch Diameter VCP Sewer On Crushed Rock Bedding Wrapped in Geotextile Fabric	188	LF	\$500.00	\$ 94,000				
SW-4	Concrete Catch Basin Without Curb Inlet and With New Frame and Grating Per SFDPPW Standard Plan 87.188	3	EA	\$8,000.00	\$ 24,000				
SW-5	Standard Side Sewer Vent And Air Trap Assembly Per SFDPPW Standard Plan 87.196 Including Permits from DBI	2	EA	\$1,500.00	\$ 3,000				
SW-6	6-Inch Or 8-Inch Diameter Side Sewer Connection to VCP Main Sewer (Contingency Bid Item)**	2	EA	\$475.00	\$ 950				
SW-7	Construction of 6-Inch Or 8-Inch Diameter Side Sewer (Contingency Bid Item)**	52	LF	\$315.00	\$ 16,380				
SW-8	10-Inch Diameter VCP Culvert (Contingency Bid Item)**	42	LF	\$315.00	\$ 13,230				
SW-9	Post-Construction Television Inspection Of Newly Constructed Main Sewers	188	LF	\$5.50	\$ 1,034				
SW-10	Post-Construction Television Inspection Of Newly Constructed Side Sewers And Culverts (Contingency Bid Item)**	5	EA	\$250.00	\$ 1,250				
SW-11	Reconstruct Pavement Outside Of Sewer T-Trench Limit & Outside of Concrete Base Work Under R-Drawing With 8-Inch Thick Concrete Base Necessary Per Excavation Code As Directed By The City Representative (Contingency Bid Item)**	367	SF	\$20.00	\$ 7,340				
SW-12	Exploratory Holes or Potholes (Contingency Bid Item)**	10	CY	\$550.00	\$ 5,500				
SW-13	Control Density Fill Bedding Material for SFDW Facilities Encountered Within Sewer Trench Prior to Backfill (Contingency Bid Item)**	5	CY	\$575.00	\$ 2,875				
SW-14	Design of Structural Support for SFDW Facilities Encountered within Sewer Trench	-	LS	\$10,000.00	\$ 10,000				
SW-15	Imported Backfill Material for Sewer Work (Contingency Bid Item)**	200	CY	\$30.00	\$ 6,000				
SW-16	Allowance To Perform Necessary Work Due To Unforeseen Conditions Related To Sewer and Drainage Work	-	AL	\$10,000.00	\$ 10,000				
	SUBTOTAL					\$ 220,039	\$ 164,702	\$ 55,337	
Water Work									
WD-01	Excavation and Backfill for 20-Inch Pipe Trench	280	LF	\$224.40	\$ 62,832				
WD-02	Additional Excavation and Backfill (Contingency Bid Item)**	100	CY	\$143.00	\$ 14,300				
WD-03	Furnish and Install 20-Inch Ductile Iron Restrained Push-On Joint Pipe with Polyethylene Encasement	280	LF	\$1,000.00	\$ 280,000				
WD-04	Furnish and Install Cathodic Protection System for 20-Inch Ductile Iron Pipe	-	LS	\$29,546.00	\$ 29,546				
WD-05	Furnish and Install 20-Inch Ductile Iron Fittings with Polyethylene Encasement	7,000	LBS	\$7.00	\$ 49,000				
WD-06	Furnish 20-Inch Ductile Iron Fittings for Installation by SFDW	-	LS	\$27,500.00	\$ 27,500				
WD-07	Furnish and Install 20-Inch Ductile Iron Butterfly Valve	1	EA	\$65,000.00	\$ 65,000				
WD-08	Support Work for Connection to Existing 20-Inch Steel Water Main	-	LS	\$20,000.00	\$ 20,000				
WD-09	Furnish and Install 6-Inch Blow off Assembly	1	EA	\$32,100.00	\$ 32,100				
WD-10	Trench Shoring and Bracing Per All Applicable Safety Orders for Water Works	3,520	SF	\$1.00	\$ 3,520				
WD-11	Repair and Replacement of Side Sewer for Water Works (Contingency Bid Item)**	50	LF	\$17.00	\$ 850				
WD-12	Pipe Abandonment for Water Works	280	LF	\$30.00	\$ 8,400				
WD-13	Allowance for Permits for Water Works	-	AL	\$25,000.00	\$ 25,000				
WD-14	Allowance for Unforeseen Conditions for Water Works	-	AL	\$50,000.00	\$ 50,000				
WD-15	Allowance for Working Outside Normal Work Hours for Water Works	-	AL	\$10,000.00	\$ 10,000				
	SUBTOTAL					\$ 678,048	\$ 642,828	\$ 35,220	

Bid Item No.	Bid Item	Quantity	Unit	PW Engineer's Estimate Unit Price	PW Engineers' Estimate Extension	PW Engineer's' 100% CD Estimate Subtotals	Reconciled Mlee 100% CD (not incl esc nor bid contng)	Delta between PW Engineer's Estimate and reconciled MLEE	Notes
Traffic Signal Work									
Vehicle Signals									
ET-1	(3512") 3-Section, 12-inch Vehicle Signal Face with Type 1 LED Red, Yellow, and Green	5	EA	\$2,500	\$ 12,500				
ET-2	(3512"LA) 3-Section, 12-inch Vehicle Signal Face with Type 1 LED Red, Yellow, and Green Left Arrows	2	EA	\$2,500	\$ 5,000				
ET-3	(3512"RA) 3-Section, 12-inch Vehicle Signal Face with Type 1 LED Red, Yellow, and Green Right Arrows	2	EA	\$2,500	\$ 5,000				
ET-4	Left Arrow	2	EA	\$3,000	\$ 6,000				
Vehicle Signal Mountings					\$ -				
ET-5	(SV-1-T) One-Way Post Side-Mounted Vehicle Signal Mounting with Terminal Compartment	1	EA	\$2,000	\$ 2,000				
ET-6	A	1	EA	\$2,500	\$ 2,500				
ET-7	Configuration A	1	EA	\$3,000	\$ 3,000				
ET-8	(TV-1-T) One-Way Post Top Mounted Vehicle Signal Mounting with Terminal Compartment	2	EA	\$2,000	\$ 4,000				
ET-9	Signal Back Plate	3	EA	\$500	\$ 1,500				
Pedestrian Signals									
ET-10	(1S-COUNT Housing) One Section LED Pedestrian Countdown Signal Housing	8	EA	\$2,000	\$ 16,000				
ET-11	Module	8	EA	\$500	\$ 4,000				
Pedestrian Signal Mountings					\$ -				
ET-12	(SP-1) or (SP-1(18")) One-Way Post Side-Mounted Pedestrian Signal Mounting	8	EA	\$1,500	\$ 12,000				
Poles									
ET-13	Type 1-A Pole (10 Feet) with Concrete Foundation	6	EA	\$7,000	\$ 42,000				
ET-14	Type 19-3-100 Pole with 25-foot Signal Mast Arm, MAC Mounting, and Concrete Foundation	1	EA	\$32,000	\$ 32,000				
ET-15	Type 19-3-100 Pole with 25-foot Signal Mast Arm, MAC Mountings, 6-foot Luminaire Arm, LED Luminaire and Concrete Foundation	1	EA	\$32,000	\$ 32,000				
Pull Boxes					\$ -				
ET-16	Pull Box Type I	4	EA	\$1,250	\$ 5,000				
ET-17	Pull Box Type III	13	EA	\$1,500	\$ 19,500				
ET-18	Pull Box Type 36X	4	EA	\$2,000	\$ 8,000				
ET-19	Pull Box Type 48X	1	EA	\$4,000	\$ 4,000				
Conduits									
ET-20	1-2" PVC Schedule 80 Conduit (Underground) in Sidewalk	213	LF	\$125	\$ 26,650				
ET-21	1-2" GRS Conduit (Underground) in Sidewalk	98	LF	\$150	\$ 14,760				
ET-22	2-2" PVC Schedule 80 PVC Conduit (Underground) in Same Sidewalk Trench	130	LF	\$165	\$ 21,516				
ET-22A	2-2" PVC Schedule 80 and 1-2" GRS Conduit (underground) in the same sidewalk trench	60	LF	\$150	\$ 9,000				
ET-23	2-2" PVC Schedule 80 Conduit (Underground) in Roadway "T" Trench	127	LF	\$170	\$ 21,556				
ET-23A	1-2" GRS conduit and 3-2" PVC Schedule 80 Conduit (underground) in the same roadway "T" trench	40	LF	\$150	\$ 6,000				
ET-24	1-3" and 1-2" Schedule 80 PVC Conduit (Underground) in Same Sidewalk Trench	60	LF	\$170	\$ 10,268				
ET-25	1-3" Schedule 40 PVC Conduit (Underground) in Sidewalk	270	LF	\$150	\$ 40,500				
ET-26	1-3" Schedule 40 PVC Conduit (Underground) in Roadway "T" Trench	50	LF	\$200	\$ 10,000				
ET-27	2-2" HDPE Schedule 80 Conduit (Underground) in Same Sidewalk Trench	115	LF	\$150	\$ 17,280				
ET-28	2-2" HDPE Schedule 80 Conduit (Underground) in Same Roadway "T" Trench	65	LF	\$180	\$ 11,664				
ET-29	4-2" HDPE Schedule 80 Conduit (Underground) in Same Sidewalk Trench	490	LF	\$180	\$ 88,200				
ET-30	4-2" HDPE Schedule 80 Conduit (Underground) in Same Roadway "T" Trench	100	LF	\$200	\$ 20,000				
Intersection Controller, Cabinet, and Network									
ET-31	Construct "Type 352i-ATC" Traffic Signal Controller Cabinet Concrete Foundation	2	EA	\$7,500	\$ 15,000				
ET-32	Install City-Furnished Intersection Controller Cabinet Assembly	2	EA	\$2,000	\$ 4,000				
ET-33	Construct Type III-A Electric Meter Pedestal Concrete Foundation and Install Pedestal Assembly	2	EA	\$5,000	\$ 10,000				
Miscellaneous									
ET-34	Miscellaneous Electrical Work Related to Traffic Signals	-	LS	\$100,000	\$ 100,000				
ET-35	Remove and Salvage as City's Property	-	LS	\$10,000	\$ 10,000				
ET-36	Remove as Contractor's Property	-	LS	\$10,000	\$ 10,000				
ET-37	Allowance for Service Points Related to Traffic Signals	-	AL	\$20,000	\$ 20,000				
	SUBTOTAL					\$ 682,394	\$ 1,139,226	\$ (456,832)	PW costs included in streetlight items
Streetlight Work									
Pull Boxes									
E-1	Pull Box Type I (Street Lighting)	17	EA	\$1,250.00	\$ 21,250				
E-2	Traffic Rated Pull Box Type I (Street Lighting)	1	EA	\$2,500.00	\$ 2,500				
Conduits									
E-3	1-1.5" GRS Conduit (Underground) in Sidewalk Trench	70	LF	\$125.00	\$ 8,750				
E-4	1-2" Schedule 80 PVC Conduit (Underground) in Sidewalk Trench	530	LF	\$130.00	\$ 68,900				
E-5	2-2" Schedule 80 PVC Conduit (Underground) in Same Trench	70	LF	\$145.00	\$ 10,150				
Poles & Fixtures									
E-6	16' Pedestrian Light Pole and LED Fixture and Pole Base Cover with Concrete Foundation	7	EA	\$12,000.00	\$ 84,000				
E-7	Steel Street Light Pole with 6' Luminaire Arm, LED Fixture with Concrete Foundation	5	EA	\$16,000.00	\$80,000.00				
E-8	16' Pedestrian Light Pole and LED Fixture And Pole Base Cover (Spare)	2	EA	\$6,000.00	\$ 12,000				
Miscellaneous									
E-9	Miscellaneous Electrical Work Related To Streetscape Lighting	-	LS	\$30,000.00	\$ 30,000				
E-10	Remove as Contractor's Property	-	LS	\$20,000.00	\$ 20,000				
	SUBTOTAL					\$ 337,550	\$ -	\$ 337,550	Mlee costs included in electrical
Site Remediation and Assessment (SAR) Work									
CS-1	Transportation of surplus Federal Class I (RCRA) Hazardous Waste (soils) to a Class I Disposal Facility	10	US SHORT TON	\$225	\$ 2,250				
CS-2	Disposal of surplus Federal Class I (RCRA) Hazardous Waste (soils) to a Class I Disposal Facility	10	US SHORT TON	\$225	\$ 2,250				
CS-3	Transportation of surplus California Class I (non-RCRA) Hazardous Waste (soils) to a Class I Disposal Facility	200	US SHORT TON	\$150	\$ 30,000				
CS-4	Disposal of surplus California Class I (non-RCRA) Hazardous Waste (soils) at a Class I Disposal Facility	200	US SHORT TON	\$150	\$ 30,000				
CS-5	Allowance for Unforeseen Environmental Conditions	-	AL	\$50,000	\$ 50,000				
	SUBTOTAL					\$ 114,500	\$ 114,500	\$ -	MLEE modified to match SAR update
SUMMARY OF PW ENGINEERS' ESTIMATE SPECIFIC CONSTRUCTION COSTS									
	GENERAL				\$ 748,663				
	ROADWAY WORK				\$ 1,472,261				
	LANDSCAPE WORK				\$ 131,820				
	SEWER WORK				\$ 220,039				
	WATER WORK				\$ 678,048				
	TRAFFIC SIGNAL WORK				\$ 682,394				
	STREETLIGHT WORK				\$ 337,550				
	SITE ASSESSMENT & REMEDIATION (SAR) WORK				\$ 114,500				
	TOTAL CONSTRUCTION ESTIMATES				\$ 4,385,275	\$ 4,385,275	\$ 4,752,668	\$ (367,393)	

Attachment 4b: MLEE 100% CD Cost Estimate

**TRANSBAY - BLOCK 3 STREETSCAPE IMPROVEMENT PROJECT
SAN FRANCISCO**

**ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON
100% CONSTRUCTION DOCUMENTS SUBMITTAL
PHASE 1 ESTIMATE**

Date: 5/29/2024



**OWNER:
OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE**

**PREPARED FOR:
SAN FRANCISCO PUBLIC WORKS**

M LEE CORPORATION

Construction Management Consulting
Estimating Scheduling
Since 1992

**TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT
SAN FRANCISCO**

**ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON
100% CONSTRUCTION DOCUMENTS SUBMITTAL
PHASE 1 ESTIMATE**

**OWNER:
OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE**

Prepared for:
SAN FRANCISCO PUBLIC WORKS (SFPW)
Attention: Kathleen O'Day
Project Manager
Phone: 415-218-7515
Email: kathleen.oday@sfdpw.org

Prepared by:
M LEE CORPORATION
Construction Management & Consulting
601 Montgomery Street, Suite 2040
San Francisco, CA 94111
Attention: Franklin Lee, PE, LEED AP, CEP
Certified Estimating Professional
Phone: 415-693-0236
Email: flee@mleecorp.com

Date: 5/29/2024

1506.1 Transbay Block 3 Park 100 Pct CD Estimate Ph 1 20240529

**TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT
SAN FRANCISCO**

**ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON
100% CONSTRUCTION DOCUMENTS SUBMITTAL
PHASE 1 ESTIMATE**

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3.0 ESTIMATE DETAILS - CLEMENTINA, PHASE 1	14
3.1 ESTIMATE DETAILS - MAIN, BEALE, & CLEMENTINA PHASE 1	20
3.2 ESTIMATE DETAILS - OTHER PHASE 1	21
4.0 ESCALATION CALCULATION	26
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6.0 PARK LAYOUT PLAN	28
M LEE CORPORATION PROFILE	29

Date: 5/29/2024

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
PHASE 1 ESTIMATE
1.0 BASIS OF ESTIMATE

Date: 5/29/2024

1 Purpose of the Estimate

This estimate has been prepared for the purpose of establishing a probable cost of construction at the 100% construction documents submittal phase for phase 1 of the Transbay Block 3 Park project.

2 Documents and Information Used for Estimate

The scope of estimate is based on the following:

a Drawings

Transbay Block 3 100% Construction Development Drawings, a total of 119 pages, dated 1/19/2024. The following sheets are for Phase 1 scope:

General - 18 sheets

Landscape - 48 sheets

Streets & Highways - 33 sheets

Hydraulics - 6 sheets

Water - 5 sheets

Electrical (Traffic Signals) - 10 sheets

Transbay Block 3 100% Construction Development Specifications, a total of 1289 pages, dated 2/7/2024

Sheet 1 of 2 of the Concept plans, dated 1/21/2021, for estimating demolition scope

b Soil cut and fill areas calculation prepared by SFPW, dated 1/8/2024

c Clarifications from designers

d SFMTA estimate for transportation scope, a total of 2 pages, received 1/10/2024

e SFMTA traffic estimate, filename: 00 41 00_Traffic Signal_Cost Estimate_100_MA_01112024

f Comments on draft estimates, most recently dated 5/14/2024

3 Project Scope

The project scope is for developing Transbay Block 3 streetscaping. The project includes the following general scope:

Base Scope:

a Demo of existing paving, curbs, trees, utilities, lighting, signage and other associated materials

b Main & Beale Streets Improvement and sidewalk widening, including new ROW lighting, planting, irrigation, utilities, including 20" waterline relocation

c Clementina Alley Improvement, including new ROW lighting, planting, irrigation, utilities, and signalized crossing

d Off-haul of contaminated soil. Quantities based on the updated soil management calculation spreadsheet prepared by SFPW. It is assumed that approximately 60% of non-RCRA Class 1 will be offhauled and the rest will be re-used onsite as dirty fill. Soil will be imported in locations where there is insufficient cut to accommodate the amount of dirty fill needed.

Phasing

In order to accommodate the TB2 schedule the estimate assumes that the TB3 contract work will be phased first:

a Relocated waterline

b Clementina sewer line, including sewer line lateral to block 2

c Clementina build-out

d Signalized crossings at Main/Beale

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
PHASE 1 ESTIMATE
1.0 BASIS OF ESTIMATE

Date: 5/29/2024

Phase 1

- a Clementina Street complete right-of-way including both north and south sidewalks
- b Clementina Street sewer line and sewer lateral to serve TB2
- c Main Street water line relocation to serve both TB2 and TB3
- d Signalized crossings at Clementina to include full intersection at Main and Beale Streets
- e Main and Beale Street Temporary sidewalks (no banding/no planter/no benches)
- f Staging area for phase I work is included within adjacent Block 3 site area (25ft wide area north of entire new Clementina length of ROW)

Phase 2 (not included in this estimate)

- a Park
- b Main and Beale Permanent Sidewalks
- c Tehama Southern Sidewalk/curb and gutter
- d Tehama raised sidewalk crosswalk at both Beale and Main
- e Tehama sidewalk transitions- include a portion of both Main and Beale sidewalks north Tehama to allow for transition with existing conditions

Phase 3 (not included in this estimate)

- a Tehama Right-of Way

As part of the phasing, Tehama Street is presumed to be available for construction staging for the park construction.

Note that an allowance of 2% has been included for phasing. The project will have three phases. Phase 1 will be for the priority work in the ROW. Phase 2 (not included in this estimate) will be for the park construction including Tehama staging/temp paved driveway for park access.

4 Exclusions

The estimate specifically excludes the following items:

- a Legal fees and finance costs
- b Permit & plan check fees outside of contractor's responsibility
- c Utility connection fees
- d Administration costs such as bidding, advertising and contract award
- e Professional fees for architect, engineers, consultants, construction management and other soft costs
- f Costs for third party testing and inspections
- g Project/Construction management
- h Other soft costs
- i SFMTA signal shop material cost
- j Phase 2 & 3 estimates

It is assumed that the above items, if needed, are included elsewhere in the owner's overall project budget.

5 Construction Schedule

Phase 1: Assumed construction period of 18 months from 1/6/2025 to 5/21/2026, with mid-point on 9/13/2025
All work to be performed during regular working hours. No overtime work allowed in the estimate.

6 Procurement Method

The estimate reflects probable construction costs obtainable in the project locality on the date of this estimate under competitive bidding for a lump sum contract with 4 to 6 responsible and responsive general bids and a minimum of 4 bidders for every major portion of the construction work (a fair market condition).

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
PHASE 1 ESTIMATE
1.0 BASIS OF ESTIMATE

Date: 5/29/2024

7 Bid Conditions

Experience shows fewer bidders may result in higher bids, and conversely more bidders may result in lower bids. Therefore it is important to obtain as many bids as possible.

The following table provides a general guideline for probable impacts due to number of bids:

Number of Bids	Impact on Estimated Cost
1	+20% to 50%
2-3	+10% to +20%
4-5	0% to 10%
6-7	0% to -10%
8 or more	-10% to -20%

8 Basis of Quantities

Wherever possible, this estimate has been based upon the actual measurement of different items of work. For the remaining items, parametric measurements were used in conjunction with references from other projects of a similar nature.

9 Basis of Direct Cost Pricing

The unit prices used in the direct cost estimate section are composite unit prices which include costs for material, labor, equipment, and subcontractor's/supplier's mark-ups and sales tax.

Labor costs are based on State of California prevailing wages for San Francisco County.

Based on available cost sources, our analysis of the project specific requirements and our judgment of the current market conditions, we have determined the unit costs specifically for this project.

10 Indirect Costs

Indirect Costs (Markups) are added in the Summary to cover the following needed costs:

- Market factor contingency
- Design phase estimating contingency
- General contractor's general conditions and general requirements
- General contractor's overhead and profit, bonds and insurance
- Cost escalation

11 Cost Escalation

See attached Escalation Calculation for details.

12 Items Impacting Costs

The following is a list of some items that may affect the cost estimate:

- a Modifications to the scope of work or assumptions included in this estimate
- b Unforeseen sub-surface conditions such rock and hazardous material
- c Special phasing requirements
- d Restrictive technical specifications or excessive contract conditions
- e Any specified item of equipment, material, or product that cannot be obtained from at least three different sources
- f Any other non-competitive bid situations

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
PHASE 1 ESTIMATE
1.0 BASIS OF ESTIMATE

Date: 5/29/2024

13 Limitation/Disclaimer

- a Our estimating service is consistent with and limited to the standard of care applicable to such services, which is that we provide our services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Since we have no control over market conditions, costs of labor, materials, equipment and other factors which may affect the bid prices, we cannot and do not warrant or guarantee that bids or ultimate construction costs will not vary from the cost estimate. We make no other warranties, either expressed or implied, and are not responsible for the interpretation by others of the contents herein the cost estimate.
- b M Lee Corporation has no control over the costs of labor, materials, competitive bidding environments, unidentified field conditions, financial and/or commodity market conditions, or any other factors likely to affect the estimate of this project, all of which are and will unavoidably remain in a state of change, especially in light of high market volatility attributable to Acts of God and other market forces or events beyond the control of the parties. As such this estimate deliverable is based on normal market conditions, defined by stable resource supply/demand relationships, and does not account for extreme inflationary or deflationary market cycles.
- c This cost estimate is a "snapshot in time" and that the reliability of this estimate will inherently degrade over time. The estimate should be updated as design progresses or when market condition has been changed.

14 Abbreviations used in the estimate:

(E) = existing
AL = allowance
CIP = cast-in-place
CY = cubic yard
EA = each
F/I = furnish and install
GSF = gross square foot
LF = linear foot
LOC = location
LS = lump sum
MTH = month
OFOI = owner furnished owner installed
PR = pair
SF = square foot
TN = ton
ROW = right of way

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
2.0 GRAND SUMMARY OF CONSTRUCTION COST

Date: 5/29/2024

Description		Estimated Construction Cost, \$	Estimated Construction Cost, Escalated \$
Base Scope:			
1	CLEMENTINA, PHASE 1 TO COORDINATE W/ BLOCK 2 CONSTRUCTION	2,034,211	2,205,085
2	MAIN & BEALE PHASE 1	2,185,132	2,368,683
3	TRAFFIC ROUTING	494,155	535,664
4	CONTAMINATED SOIL	39,170	42,460
Total Estimated Construction Costs		4,752,668	5,151,892

Please read the attached "Basis of Estimate" and "Estimate Details" for assumptions, exclusions, qualifications and scope of work.

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
2.1 PHASING SUMMARY

Date: 5/29/2024

Description	Estimated Construction Cost, \$
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Base Scope:

1	PHASE 1	4,752,668
	Clementina, Phase 1	2,034,211
	Main and Beale, Phase 1	2,185,132
	Traffic Routing	494,155
	Contaminated Soil	39,170

Total Estimated Construction Costs	4,752,668
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Description	Estimated Construction Cost, Escalated \$
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Base Scope:

1	PHASE 1	5,151,892
	Clementina, Phase 1	2,205,085
	Main and Beale, Phase 1	2,368,683
	Traffic Routing	535,664
	Contaminated Soil	42,460

Total Estimated Construction Costs, Escalated	5,151,892
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TRANSBAY - BLOCK 3 STREETSCAPE IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
2.2 ESTIMATE SUMMARY

Date: 5/29/2024

ITEM	DESCRIPTION					TOTAL \$	MARKUP \$	ESTIMATED COST INCL. MARKUPS \$	ESCALATION \$	ESTIMATED COST INCL. MARKUPS & ESCALATION \$
		PHASE 1: CLEMENTINA, \$	PHASE 1: MAIN, BEALE, & CLEMENTINA, \$	PHASE 1: TRAFFIC ROUTING	PHASE 1: CONTAMINATED SOIL					
2	Existing Conditions	55,810	84,880	298,934		439,624	65.3%	287,100	8.4%	787,769
3	Concrete	-	19,500			19,500	12,735	32,235	2,708	34,943
4	Masonry	-	-			-	-	-	-	-
5	Metals	-	-			-	-	-	-	-
6	Wood, Plastics, and Composites	-	-			-	-	-	-	-
7	Thermal and Moisture Protection	-	-			-	-	-	-	-
8	Openings	-	-			-	-	-	-	-
9	Finishes	-	-			-	-	-	-	-
10	Specialties	-	-			-	-	-	-	-
11	Equipment	-	-			-	-	-	-	-
12	Furnishings	-	4,740			4,740	3,095	7,835	658	8,493
22	Plumbing	-	-			-	-	-	-	-
23	Heating, Ventilating, and Air Conditioning	-	-			-	-	-	-	-
26	Electrical	-	241,250			241,250	157,550	398,800	33,499	432,299
27	Communications	-	-			-	-	-	-	-
28	Electronic Safety and Security	-	-			-	-	-	-	-
31	Earthwork	14,227	11,026		23,695	48,948	31,966	80,914	6,797	87,711
32	Exterior Improvements	569,539	440,937			1,010,476	659,899	1,670,375	140,312	1,810,687
33	Utilities	55,445	433,062			488,507	319,023	807,530	67,833	875,363
34	Transportation	455,050	-			455,050	297,174	752,224	63,187	815,411
G-01	Mobilization	3.0%	34,502	37,062		71,564	46,735	118,299	9,937	128,236
G-02	Demobilization	2.0%	23,001	24,708		47,709	31,157	78,866	6,625	85,491
G-08	Phasing Premium	2.0%	23,001	24,708		47,709	31,157	78,866	6,625	85,491
TOTAL DIRECT COST		1,230,575	1,321,873	298,934	23,695	2,875,077	1,877,591	4,752,668	399,226	5,151,894
ADD INDIRECT COST (MARKUPS):										
1	General Conditions per attached buildup	573,604	616,160	139,341	11,045	1,340,150				
	Subtotal	1,804,179	1,938,033	438,275	34,740	4,215,227				
1	Bonds and Insurance	2.5%	45,104	48,451	10,957	105,381				
1	Overhead and Profit	10.0%	184,928	198,648	44,923	432,060				
Estimated Construction Cost in 2024 dollars		2,034,211	2,185,132	494,155	39,170	4,752,668				
1	Escalation to Mid-Point of Construction	8.4%	170,874	183,551	41,509	399,224				
Total Estimated Construction Cost		2,205,085	2,368,683	535,664	42,460	5,151,892				

Prices are based on 4 to 5 competitive bids.
Please read the attached "Basis of Estimate" and "Estimate Details" for assumptions, exclusions, qualifications and scope of work
** The phasing premium is based on coordination with block 2

TRANSBAY - BLOCK 3 STREETSCAPE IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
2,3 BID ESTIMATE SUMMARY

Date: 5/29/2024

Date: 5/29/2024

Bid Item	Description	Quantity	Unit	Unit Price \$	Extended Amount \$	Unit Price with Escalation \$	Extended Amount with Escalation \$
GENERAL							
G-01	MOBILIZATION (MAXIMUM 3% OF THE SUM OF ALL BID ITEMS EXCLUDING ALLOWANCES, THIS BID ITEM, AND DEMOBILIZATION BID ITEM)	1	LS	118,299.40	118,299	128,236.55	128,237
G-02	DEMOBILIZATION (MAXIMUM 2% OF THE SUM OF ALL BID ITEMS EXCLUDING ALLOWANCES, THIS BID ITEM, AND MOBILIZATION BID ITEM)	1	LS	78,865.71	78,866	85,490.44	85,490
G-03	ALLOWANCE FOR UNIFORMED OFF-DUTY SAN FRANCISCO POLICE DEPARTMENT (SFPD) OFFICERS (AS REQUIRED BY THE CITY REPRESENTATIVE)	1	AL	1,383.61	1,384	1,499.83	1,500
G-04	ALLOWANCE FOR PARTNERING FACILITATION AND RELATED COSTS	1	AL	16,530.57	16,531	17,919.14	17,919
G-05	TRAFFIC ROUTING AND TEMPORARY STRIPING	1	LS	479,436.18	479,436	519,708.80	519,709
G-06	TEMPORARY TRAFFIC STRIPING TAPE	7,420	LF	1.98	14,719	2.15	15,955
G-07	TEMPORARY CHAIN LINK FENCE & MAINTENANCE	541	LF	85.43	46,219	92.61	50,102
G-08	PHASING PREMIUM	1	LS	78,865.71	78,866	85,490.44	85,490
SUBTOTAL GENERAL ITEMS					834,319		904,402
EXISTING CONDITIONS							
EC-01	REMOVE ALL PAVING & BASE MATERIAL, CONC WALLS, CURBS, FENCES, FOOTINGS, FURNISHINGS, PLANTING, AND EXISTING SITE ELEMENTS	28,400	SF	3.31	93,894	3.58	101,781
EC-02	REMOVE SIGN / TRASH CAN	4	EA	690.15	2,761	748.12	2,992
EC-03	REMOVE ALL UTILITY COVERS AND BOXES	10	EA	628.16	6,282	680.93	6,809
EC-04	CUT & CAP UTILITY LINE ABANDONED IN PLACE	10	EA	2,314.28	23,143	2,508.68	25,087
EC-05	STORMWATER CONTROL MEASURES	28,400	SF	1.65	46,947	1.79	50,890
EC-06	DUST CONTROL, WATER TRUCK AND STREET SWEEPER, 3 MONTHS	1	LS	24,795.86	24,796	26,878.71	26,879
EC-07	MISC. DEMO	1	LS	6,281.62	6,282	6,809.27	6,809
EC-08	DEWATERING	1	AL	8,265.29	8,265	8,959.57	8,960
EC-09	REMOVE TREE, REMOVE AND GRIND ROOTBALL, 24" DEPTH	1	EA	3,306.11	3,306	3,583.83	3,584
EC-10	PLUG & FILL 10" VCP CULVERT	26	LF	165.31	4,298	179.19	4,659
EC-11	PROTECT IN PLACE TREE / UTILITY	9	EA	628.16	5,653	680.93	6,128
SUBTOTAL EXISTING CONDITIONS ITEMS					225,626		244,578
CONCRETE							
C-01	CONCRETE FOOTINGS FOR LIGHT POLES	13	EA	2,479.59	32,235	2,687.87	34,942
SUBTOTAL CONCRETE ITEMS					32,235		34,942
FURNISHINGS							
F-01	BIKE RACK, OFCI	6	EA	1,305.92	7,835	1,415.61	8,494
SUBTOTAL FURNISHINGS ITEMS					7,835		8,494
ELECTRICAL							
E-01	PULL BOX TYPE I (STREET LIGHTING)	21	EA	1,574.34	33,061	1,706.58	35,838
E-02	1-1.5" GRS CONDUIT (UNDERGROUND)	80	LF	276.89	22,151	300.15	24,012
E-03	1-2" SCHEDULE 80 PVC CONDUIT (UNDERGROUND)	810	LF	90.92	73,644	98.56	79,830
E-04	2-2" SCHEDULE 80 PVC CONDUIT (UNDERGROUND)	70	LF	181.84	12,729	197.11	13,798
E-05	16' PEDESTRIAN LIGHT POLE AND LED FIXTURE AND POLE BASE COVER WITHOUT CONCRETE FOUNDATION (SEE S- BID ITEMS FOR FOUNDATION)	11	EA	11,150.62	122,657	12,087.28	132,960
E-06	STEEL STREET LIGHT POLE WITH 6' LUMINAIRE ARM, LED FIXTURE WITHOUT CONCRETE FOUNDATION (SEE S- BID ITEMS FOR FOUNDATION)	5	EA	19,241.59	96,208	20,857.88	104,289
E-07	16' PEDESTRIAN LIGHT POLE AND LED FIXTURE AND POLE BASE COVER (SPARE)	2	EA	5,289.78	10,580	5,734.13	11,468
M-01	MISCELLANEOUS ELECTRICAL WORK RELATED TO STREETSCAPE LIGHTING	1	LS	27,771.37	27,771	30,104.16	30,104
M-02	REMOVE AS CONTRACTOR'S PROPERTY	1	LS	6,942.84	6,943	7,526.04	7,526
M-03	MOBILIZATION (MAXIMUM 3% OF THE TOTAL SUM OF THE BID ITEMS E-1 THROUGH M-2A)	Included with G-01					
M-04	DE-MOBILIZATION (MAXIMUM 2% OF THE TOTAL SUM OF THE BID ITEMS E-1 THROUGH M-2A)	Included in G-02					
SUBTOTAL ELECTRICAL ITEMS					405,743		439,825
CONTAMINATED SOILS AND MATERIALS							
CS-01	CUT - EXCAVATION, HANDLING, & STOCKPILING	132	CY	41.33	5,455	44.80	5,913
CS-02	FILL FROM CUT	204	CY	49.59	10,117	53.76	10,967
CS-03	IMPORTED SOIL FOR BACKFILL (DOES NOT HAVE TO BE CLEAN, ASSUMED 60% OF CUT CAN BE REUSED AS DIRTY FILL & THE REST WILL BE IMPORTED SOIL)	223	CY	117.37	26,173	127.23	28,371
CS-04	CLASS 1 NON-RCRA HAZARDOUS SOIL HAUL-OFF AND DISPOSAL	200	TN	188.45	37,690	204.28	40,856
CS-05	CLASS 1 RCRA HAZARDOUS SOIL HAUL-OFF AND DISPOSAL	5	TN	295.90	1,479	320.75	1,604
CS-06	ALLOWANCE FOR TRANSPORTATION, HANDLING, AND DISPOSAL OF SURPLUS EXCAVATED MATERIAL AND UNFORESEEN ENVIRONMENTAL WORK	1	LS	33,061.15	33,061	35,838.29	35,838
SUBTOTAL CONTAMINATED SOILS AND MATERIALS ITEMS					113,975		123,549

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
2,3 BID ESTIMATE SUMMARY

Date: 5/29/2024

Date: 5/29/2024

Bid Item	Description	Quantity	Unit	Unit Price \$	Extended Amount \$	Unit Price with Escalation \$	Extended Amount with Escalation \$
ROADWAY							
R-01	CONCRETE PEDESTRIAN PAVING ROW - SANDSTONE, 3-1/2" DEPTH, NO BASE	6,656	SF	34.71	231,058	37.63	250,467
R-02	CONCRETE PEDESTRIAN PAVING ROW - JET BLACK, 3-1/2" DEPTH, NO BASE	336	SF	34.71	11,664	37.63	12,644
R-03	CONCRETE VEHICULAR PAVING ROW - SANDSTONE, 8" DEPTH	8,470	SF	61.16	518,052	66.30	561,568
R-04	CONCRETE VEHICULAR PAVING - JET BLACK, 8" DEPTH	1,695	SF	61.16	103,671	66.30	112,380
R-05	COLD PLANE 2" FULL DEPTH	6,884	SF	2.48	17,069	2.69	18,503
R-06	RESTORE WITH 2" MIN OF ACWS	6,148	SF	13.39	82,321	14.51	89,236
R-07	RECONSTRUCT WITH 2" MIN OF ACWS	4,722	SF	13.39	63,226	14.51	68,537
R-08	CONCRETE BASE FOR RECONSTRUCTED AREA	146	CY	743.88	108,606	806.36	117,729
R-09	TACTILE PAVING	305	SF	72.73	22,184	78.84	24,047
R-10	RAISED CROSSWALK TRANSITIONS	800	SF	42.98	34,384	46.59	37,272
R-11	CONCRETE CURB, 6"	-	LF	#DIV/0!	-	#DIV/0!	-
R-12	CURB RAMP, INCLUDING WARNING BANDS AND TRUNCATED DOMES	4	LOC	8,926.51	35,706	9,676.34	38,705
R-13	TEMPORARY SIDEWALK	6,000	SF	33.06	198,367	35.84	215,030
R-14	CONCRETE CURB & GUTTER, 2'	554	LF	242.43	134,304	262.79	145,586
SUBTOTAL ROADWAY ITEMS					1,560,612		1,691,703

LANDSCAPE AND IRRIGATION

L-01	DECOMPOSED GRANITE TREE WELL	180	SF	162.00	29,160	175.61	31,809
L-02	STANDARD AMENDED TREE PIT SOIL, 24" DEPTH	20	CY	135.55	2,711	146.94	2,939
L-03	GINGKO, 24" BOX	10	EA	2,163.85	21,639	2,345.62	23,456
L-04	TREE WATER BAGS & 3 YEAR MAINTENANCE	20	EA	495.92	9,918	537.57	10,751
L-05	STAKING ALL TREES	10	EA	11.57	116	12.54	125
SUBTOTAL LANDSCAPE AND IRRIGATION ITEMS					63,544		68,881

SEWER

SW-01	4" CIP SS	28	LF	28.10	787	30.46	853
SW-02	6" VCP SS	28	LF	79.35	2,222	86.01	2,408
SW-03	8" VCP SS LATERAL LINE FROM BLOCK 2	25	LF	99.18	2,480	107.51	2,688
SW-04	8" VCP WHY OR TEE FOR SS CONNECTION	1	EA	208.29	208	225.78	226
SW-05	10" VCP SEWER	35	LF	188.45	6,596	204.28	7,150
SW-06	10" VCP CULVERT	37	LF	256.22	9,480	277.75	10,277
SW-07	12" VCP SEWER, INCLUDING TRENCHING AND BACKFILL	202	LF	365.33	73,796	396.01	79,995
SW-08	12" X 12" WYE FITTING (FOR FUTURE MANHOLE NOT IN SCOPE OF THIS PROJECT)	1	EA	1,553.87	1,554	1,684.40	1,684
SW-09	CLEANOUT, 6", BELOW GRADE	2	EA	454.59	909	492.78	986
SW-10	NEW SS TRAP & FRESH AIR INLET ASSEMBLY	4	EA	2,669.69	10,679	2,893.94	11,576
SW-11	CATCH BASIN	3	EA	6,030.35	18,091	6,536.90	19,611
SW-12	TELEVISION INSPECTIONS OF NEWLY INSTALLED SEWER PIPE	1	LS	1,977.06	1,977	2,143.13	2,143
SW-13	ALLOWANCE FOR OVER EXCAVATION OF UTILITY WORK	544	LF	41.33	22,482	44.80	24,370
SW-14	MANHOLE	2	EA	6,721.33	13,443	7,285.92	14,572
SUBTOTAL SEWER ITEMS					164,702		178,537

WATER

W-01	WATER MAIN RELOCATION WORK ON MAIN STREET	280	LF	2,265.11	634,232	2,455.38	687,507
W-02	2-2" LATERAL WATERLINES & SLEEVING FOR DOMESTIC	60	LF	143.26	8,596	155.30	9,318
SUBTOTAL WATER ITEMS					642,828		696,825

ELECTRICAL - TRAFFIC SIGNAL

ET-01	(3S12") 3-SECTION, 12-INCH VEHICLE SIGNAL FACE WITH TYPE 1 LED RED, YELLOW, AND GREEN	5	EA	2,471.32	12,357	2,678.91	13,395
ET-02	(3S12"LA) 3-SECTION, 12-INCH VEHICLE SIGNAL FACE WITH TYPE 1 LED RED, YELLOW, AND GREEN LEFT ARROWS	2	EA	2,471.32	4,943	2,678.91	5,358
ET-03	(3S12"RA) 3-SECTION, 12-INCH VEHICLE SIGNAL FACE WITH TYPE 1 LED RED, YELLOW, AND GREEN RIGHT ARROWS	2	EA	2,471.32	4,943	2,678.91	5,358
ET-04	(4S12"FYLA) 4-SECTION, 12-INCH VEHICLE SIGNAL FACE WITH TYPE 1 LED RED, YELLOW, GREEN AND FLASHING YELLOW LEFT ARROW	2	EA	2,965.58	5,931	3,214.69	6,429
ET-05	(SV-1-T) ONE-WAY POST SIDE-MOUNTED VEHICLE SIGNAL MOUNTING WITH TERMINAL COMPARTMENT	1	EA	1,977.06	1,977	2,143.13	2,143
ET-06	(SV-2-TA) TWO-WAY POST SIDE-MOUNTED VEHICLE SIGNAL MOUNTING WITH TERMINAL COMPARTMENT IN CONFIGURATION A	1	EA	2,471.32	2,471	2,678.91	2,679
ET-07	(SV-3-TA) THREE-WAY POST SIDE-MOUNTED VEHICLE SIGNAL MOUNTING WITH TERMINAL COMPARTMENT IN CONFIGURATION A	1	EA	2,965.58	2,966	3,214.69	3,215
ET-08	(TV-1-T) ONE-WAY TOP MOUNTED VEHICLE SIGNAL MOUNTING WITH TERMINAL COMPARTMENT	2	EA	1,977.06	3,954	2,143.13	4,286
ET-09	SIGNAL BACK PLATE	3	EA	494.26	1,483	535.78	1,607
ET-10	(1S-COUNT HOUSING) ONE SECTION LED PEDESTRIAN COUNTDOWN SIGNAL HOUSING	8	EA	1,977.06	15,816	2,143.13	17,145
ET-11	LABOR COST ONLY TO INSTALL CITY FURNISHED (1S-COUNT MODULE) ONE SECTION LED PEDESTRIAN COUNTDOWN SIGNAL MODULE	8	EA	494.26	3,954	535.78	4,286
ET-12	(SP-1) ONE-WAY POST SIDE-MOUNTED PEDESTRIAN SIGNAL MOUNTING	8	EA	1,482.79	11,862	1,607.35	12,859
ET-13	TYPE 1-A POLE (10 FEET) WITH CONCRETE FOUNDATION, CLEMENTINA & MAIN	6	EA	6,919.70	41,518	7,500.95	45,006
ET-14	TYPE 17-3-100 POLE WITH 25-FOOT SIGNAL MAST ARM, MAC MOUNTING, AND CONCRETE FOUNDATION	1	EA	26,690.26	26,690	28,932.25	28,932

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
2,3 BID ESTIMATE SUMMARY

Date: 5/29/2024

Date: 5/29/2024

Bid Item	Description	Quantity	Unit	Unit Price \$	Extended Amount \$	Unit Price with Escalation \$	Extended Amount with Escalation \$
ET-15	TYPE 19-3-100 STANDARD POLE WITH 25-FOOT SIGNAL MAST ARM, MAC MOUNTINGS, 6-FOOT LUMINAIRE ARM AND CONCRETE FOUNDATION	1	EA	31,632.90	31,633	34,290.07	34,290
ET-16	PULL BOX TYPE I	6	EA	1,236.49	7,419	1,340.35	8,042
ET-17	PULL BOX TYPE III	13	EA	1,482.79	19,276	1,607.35	20,896
ET-18	PULL BOX TYPE 36X	4	EA	1,977.06	7,908	2,143.13	8,573
ET-19	PULL BOX TYPE 48X	1	EA	3,954.11	3,954	4,286.26	4,286
ET-20	1-2" PVC SCHEDULE 80 CONDUIT (UNDERGROUND) IN SIDEWALK	213	LF	123.98	26,408	134.39	28,626
ET-21	1-2" GRS CONDUIT (UNDERGROUND) IN SIDEWALK	98	LF	148.78	14,580	161.27	15,805
ET-22	2-2" PVC SCHEDULE 80 CONDUIT (UNDERGROUND) IN SAME SIDEWALK TRENCH	130	LF	163.65	21,275	177.40	23,062
ET-22A	1-2" GRS CONDUIT AND 2-2" SCHEDULE 80 PVC (UNDERGROUND) IN ROADWAY "T" TRENCH	60	LF	148.78	8,927	161.27	9,676
ET-23	2-2" PVC SCHEDULE 80 CONDUIT (UNDERGROUND) IN SAME ROADWAY "T" TRENCH	127	LF	168.61	21,414	182.78	23,212
ET-23A	1-2" GRS CONDUIT AND 2-2" SCHEDULE 80 PVC (UNDERGROUND) IN ROADWAY "T" TRENCH	40	LF	148.78	5,951	161.27	6,451
ET-24	1-3" AND 1-2" SCHEDULE 80 PVC CONDUIT (UNDERGROUND) IN SAME SIDEWALK TRENCH	60	LF	168.61	10,117	182.78	10,967
ET-25	1-3" SCHEDULE 80 PVC CONDUIT (UNDERGROUND) IN SIDEWALK (PG&E PLACEHOLDER)	220	LF	148.78	32,731	161.27	35,480
ET-26	1-3" SCHEDULE 80 PVC CONDUIT (UNDERGROUND) IN ROADWAY "T" TRENCH (PG&E PLACEHOLDER)	50	LF	148.78	7,439	161.27	8,064
ET-27	2-2" HDPE SCHEDULE 80 CONDUIT (UNDERGROUND) IN SAME SIDEWALK TRENCH	165	LF	163.78	27,057	177.54	29,330
ET-28	2-2" HDPE SCHEDULE 80 CONDUIT (UNDERGROUND) IN SAME ROADWAY "T" TRENCH	65	LF	178.52	11,568	193.52	12,540
ET-29	4-2" HDPE SCHEDULE 80 CONDUIT (UNDERGROUND) IN SAME SIDEWALK TRENCH	490	LF	178.53	87,480	193.53	94,828
ET-30	4-2" HDPE SCHEDULE 80 CONDUIT (UNDERGROUND) IN SAME ROADWAY "T" TRENCH	100	LF	198.37	19,837	215.03	21,503
ET-31	CONSTRUCT "TYPE 352I-ATC" TRAFFIC SIGNAL CONTROLLER CABINET CONCRETE FOUNDATION	2	EA	7,413.96	14,828	8,036.74	16,073
ET-32	LABOR COST ONLY TO INSTALL CITY-FURNISHED INTERSECTION CONTROLLER CABINET ASSEMBLY	2	EA	1,977.06	3,954	2,143.13	4,286
ET-33	CONSTRUCT TYPE III-A ELECTRIC METER PEDESTAL CONCRETE FOUNDATION AND INSTALL PEDESTAL ASSEMBLY	2	EA	4,942.64	9,885	5,357.82	10,716
ET-34	ALL WIRING WORK, ALL MISCELLANEOUS ELECTRICAL WORK INCLUDING WORK TO FURNISH AND INSTALL 3-INCH SERVICE CONDUITS, SERVICE DISTRIBUTION BOXES, GROUND RODS, FUSES, PULL TAPE, POLE CAPS, KNOCKOUT SEALS, JUNCTION BOXES, AND RELOCATABLE AND ADJUSTABLE PULL BOXES	1	LS	69,196.98	69,197	75,009.53	75,010
ET-35	REMOVE AND SALVAGE AS CITY'S PROPERTY CERTAIN EXISTING SIGNAL POLES, STREETLIGHT POLES, SIGNAL HEADS & MOUNTINGS, AND CONTROLLER CABINETS	1	LS	9,885.28	9,885	10,715.65	10,716
ET-36	REMOVE AS CONTRACTOR'S PROPERTY CERTAIN EXISTING POLE AND CONTROLLER CONCRETE FOUNDATIONS, PULL BOXES, WIRES, AND CONDUITS	1	LS	9,885.28	9,885	10,715.65	10,716
ET-37	METER PEDESTAL, FURNISH ONLY, BY CITY	2	EA	16,530.57	33,061	17,919.14	35,838
ET-38	TRAFFIC SIGNAL CABLING	8,360	LF	2.98	24,945	3.23	27,040
ET-39	ALLOWANCE FOR SERVICE POINTS RELATED TO TRAFFIC SIGNALS	1	AL	19,770.57	19,771	21,431.30	21,431
SUBTOTAL ELECTRICAL - TRAFFIC SIGNAL ITEMS					701,248		760,153
ESTIMATED TOTAL BID PRICE					4,752,667		5,151,891

Please see attached "Basis of Estimate" and "Estimate Details" for assumptions, exclusions, qualifications and scope of work.

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
3.0 ESTIMATE DETAILS - CLEMENTINA, PHASE 1

Date: 5/29/2024

Line	Bid #	CSI Div	Component Description	Quantity	Unit	Unit Cost	Estimated Cost
1							
2		2	Existing Conditions				
3							
4	EC-01		Remove All Paving & Base Material, Conc Walls, Curbs, Steps, Fences, Footings, Furnishings, Planting, and Existing Site Elements	12,500	SF	2.00	25,000
5	EC-02		Remove Sign	1	EA	430.00	430
6	EC-03		Remove All Utility Covers and Boxes	1	EA	380.00	380
7	EC-04		Cut & Cap Utility Line Abandoned in Place	4	EA	1,400.00	5,600
8	EC-05		Stormwater Control Measures	12,500	SF	1.00	12,500
9	EC-06		Dust control, water truck and street sweeper, 3 months	1	LS	7,500.00	7,500
10	EC-07		Misc. demo	1	LS	1,900.00	1,900
11	EC-08		Dewatering	1	AL	2,500.00	2,500
12							
13		2	Existing Conditions				55,810
14							
15		3	Concrete				
16							
17			None - see section 3.1 Estimate Details - Main, Beale, & Clementina Phase 1				
18							
19		3	Concrete				
20							
21		5	Metals				
22							
23			None				
24							
25		5	Metals				
26							
27		6	Wood, Plastics, and Composites				
28							
29			None				
30							
31		6	Wood, Plastics, and Composites				
32							
33		7	Specialties				
34							
35			None				
36							
37		7	Specialties				
38							
39		8	Openings				
40							
41			None				
42							
43		8	Openings				
44							
45		9	Finishes				
46							
47			None				
48							
49		9	Finishes				

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
3.0 ESTIMATE DETAILS - CLEMENTINA, PHASE 1

Date: 5/29/2024

Line	Bid #	CSI Div	Component Description	Quantity	Unit	Unit Cost	Estimated Cost
50							
51		10	Specialties				
52							
53			None				
54							
55		10	Specialties				
56							
57		11	Equipment				
58							
59			None				
60							
61		11	Equipment				
62							
63		12	Furnishings				
64							
65			None				
66							
67		12	Furnishings				
68							
69		22	Plumbing				
70							
71			None				
72							
73		22	Plumbing				
74							
75		23	Heating, Ventilating, and Air Conditioning				
76							
77			None				
78							
79		23	Heating, Ventilating, and Air Conditioning				
80							
81		26	Electrical				
82							
83			None - see section 3.1 Estimate Details - Main, Beale, & Clementina Phase 1				
84							
85							
86							
87		27	Communications				
88							
89			None				
90							
91		27	Communications				
92							
93		28	Electronic Safety and Security				
94							
95			None				
96							
97		28	Electronic Safety and Security				
98							
99		31	Earthwork				
100							
101	CS-01		Cut - excavation, handling, & stockpiling	88	CY	25.00	2,200

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
3.0 ESTIMATE DETAILS - CLEMENTINA, PHASE 1

Date: 5/29/2024

Line	Bid #	CSI Div	Component Description	Quantity	Unit	Unit Cost	Estimated Cost
102	CS-02		Fill from cut	53	CY	30.00	1,590
103	CS-03		Imported soil for backfill (does not have to be clean, assumed 60% of cut can be reused as dirty fill & the rest will be imported soil)	147	CY	71.00	10,437
104	CS-04		Class 1 Non-RCRA Hazardous soil haul-off and disposal	Taken Separately			0
105	CS-05		Class 1 RCRA Hazardous soil haul-off and disposal	Taken Separately			0
106							
107		31	Earthwork				14,227
108							
109		32	Exterior Improvements				
110							
111			Site Paving				
112	R-01		Concrete Pedestrian Paving ROW - Sandstone, 3-1/2" depth, no base	5,158	SF	21.00	108,318
113	R-02		Concrete Pedestrian Paving ROW - Jet Black, 3-1/2" depth, no base	336	SF	21.00	7,056
114	R-03		Concrete Vehicular Paving ROW - Sandstone, 8" depth	8,470	SF	37.00	313,390
115	R-04		Concrete Vehicular Paving - Jet Black, 8" depth	1,695	SF	37.00	62,715
116	R-09		Tactile Paving	305	SF	44.00	13,420
117	R-10		Raised Crosswalk Transitions, 3 EA	800	SF	26.00	20,800
118	R-12		Clementina Curb Ramp, including warning bands and truncated domes	1	LOC	5,400.00	5,400
119							
120	L-01		Decomposed Granite Tree Well	180	SF	98.00	17,640
121	L-02		Standard amended tree pit soil, 24" depth	20	CY	82.00	1,640
122	L-03		Ginkgo, 24" Box	10	EA	1,300.00	13,000
123	L-04		Tree bubbler water bags & 3 year maintenance	20	EA	300.00	6,000
124	L-03		Fertilizer	180	SF	0.50	90
125	L-05		Staking all trees	10	EA	7.00	70
130							
131		32	Exterior Improvements				569,539
132							
133		33	Utilities				
134							
135	SW-06		10" VCP Culvert	12	LF	155.00	1,860
136	SW-07		12" VCP Sewer, including trenching and backfill	160	LF	221.00	35,360
137	SW-03		8" VCP SS lateral line from block 2	25	LF	60.00	1,500
138	SW-04		8" VCP Why or tee for SS connection	1	EA	126.00	126
139	SW-09		Cleanout, 6", below grade	2	EA	275.00	550
140	SW-10		New SS trap & fresh air inlet assembly	2	EA	1,615.00	3,230
141	SW-11		Catch Basin	2	EA	3,648.00	7,296
142	SW-12		Television inspections of newly installed sewer pipe	1	LS	598.00	598
143	SW-13		Allowance for over excavation of utility work	197	LF	25.00	4,925
144							
145		33	Utilities				55,445
146							
147		34	Transportation				

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
3.0 ESTIMATE DETAILS - CLEMENTINA, PHASE 1

Date: 5/29/2024

Line	Bid #	CSI Div	Component Description	Quantity	Unit	Unit Cost	Estimated Cost
148			Per SFMTA Signal Work Cost Estimate dated 9/23/2022				
149			Vehicle Signals				
150	ET-01		(3S12") 3-Section, 12-inch Vehicle Signal Face with Type 1 LED Red, Yellow, and Green	5	EA	1,495.00	7,475
151	ET-02		(3S12"LA) 3-Section, 12-inch Vehicle Signal Face with Type 1 LED Red, Yellow, and Green Left Arrows	2	EA	1,495.00	2,990
152	ET-03		(3S12"RA) 3-Section, 12-inch Vehicle Signal Face with Type 1 LED Red, Yellow, and Green Right Arrows	2	EA	1,495.00	2,990
153	ET-04		(4S12"FYLA) 4-Section, 12-inch Vehicle Signal Face with Type 1 LED Red, Yellow, Green and Flashing Yellow Left Arrow	2	EA	1,794.00	3,588
154							
155			Vehicle Signal Mountings				
156	ET-05		(SV-1-T) One-Way Post Side-Mounted Vehicle Signal Mounting with Terminal Compartment	1	EA	1,196.00	1,196
157	ET-06		(SV-2-TA) Two-Way Post Side-Mounted Vehicle Signal Mounting with Terminal Compartment in Configuration A	1	EA	1,495.00	1,495
158	ET-07		(SV-3-TA) Three-Way Post Side-Mounted Vehicle Signal Mounting with Terminal Compartment in Configuration A	1	EA	1,794.00	1,794
159	ET-08		(TV-1-T) One-Way Top Mounted Vehicle Signal Mounting with Terminal Compartment	2	EA	1,196.00	2,392
160	ET-09		Signal Back Plate	3	EA	299.00	897
161							
162			Pedestrian Signals				
163	ET-10		(1S-COUNT Housing) One Section LED Pedestrian Countdown Signal Housing	8	EA	1,196.00	9,568
164	ET-11		Labor Cost Only to Install City Furnished (1S-COUNT Module) One Section LED Pedestrian Countdown Signal Module	8	EA	299.00	2,392
165							
166			Pedestrian Signal Mountings				
167	ET-12		(SP-1) One-Way Post Side-Mounted Pedestrian Signal Mounting	8	EA	897.00	7,176
168							
169			Poles				
170	ET-13		Type 1-A Pole (10 Feet) with Concrete Foundation, Clementina & Main	6	EA	4,186.00	25,116
171	ET-14		Type 19-3-100 Pole with 25-foot Signal Mast Arm, MAC Mounting, and Concrete Foundation	1	EA	16,146.00	16,146
172	ET-15		Type 19-3-100 Standard Pole with 25-foot Signal Mast Arm, MAC Mountings, 6-foot Luminaire Arm and Concrete Foundation	1	EA	19,136.00	19,136
173							
174			Pull Boxes				
175	ET-16		Pull Box Type I	6	EA	748.00	4,488
176	ET-17		Pull Box Type III	13	EA	897.00	11,661
177	ET-18		Pull Box Type 36X	4	EA	1,196.00	4,784
178	ET-19		Pull Box Type 48X	1	EA	2,392.00	2,392
179							
180			Conduits				

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
3.0 ESTIMATE DETAILS - CLEMENTINA, PHASE 1

Date: 5/29/2024

Line	Bid #	CSI Div	Component Description	Quantity	Unit	Unit Cost	Estimated Cost
181	ET-20		1-2" PVC Schedule 80 Conduit (Underground) in Sidewalk	213	LF	75.00	15,975
182	ET-21		1-2" GRS Conduit (Underground) in Sidewalk	98	LF	90.00	8,820
183	ET-22		2-2" PVC Schedule 80 Conduit (Underground) in Same Sidewalk Trench	130	LF	99.00	12,870
184	ET-22A		1-2" GRS conduit and 2-2" schedule 80 PVC (underground) in roadway "T" trench	60	LF	90.00	5,400
185	ET-23		2-2" PVC Schedule 80 Conduit (Underground) in Same Roadway "T" Trench	127	LF	102.00	12,954
186	ET-23A		1-2" GRS conduit and 2-2" schedule 80 PVC (underground) in roadway "T" trench	40	LF	90.00	3,600
187	ET-24		1-3" and 1-2" Schedule 80 PVC Conduit (Underground) in Same Sidewalk Trench	60	LF	102.00	6,120
188	ET-25		1-3" Schedule 80 PVC Conduit (Underground) in Sidewalk (PG&E Beale St.)	220	LF	90.00	19,800
189	ET-26		1-3" Schedule 80 PVC Conduit (Underground) in Sidewalk (PG&E Main St.)	50	LF	90.00	4,500
190	ET-27		1-3" Schedule 80 PVC Conduit (Underground) in Roadway "T" Trench (PG&E Main St.)	50	LF	120.00	6,000
191	ET-27		2-2" HDPE Schedule 80 Conduit (Underground) in Same Sidewalk Trench	115	LF	90.00	10,368
192	ET-28		2-2" HDPE Schedule 80 Conduit (Underground) in Same Roadway "T" Trench	65	LF	108.00	6,998
193	ET-29		4-2" HDPE Schedule 80 Conduit (Underground) in Same Sidewalk Trench	490	LF	108.00	52,920
194	ET-30		4-2" HDPE Schedule 80 Conduit (Underground) in Same Roadway "T" Trench	100	LF	120.00	12,000
195							
196			Cable				
197	ET-38		1/0 TPX Cable		by PG&E		
198	ET-38		Copper wire, #14 thhn	5,890	LF	1.50	8,835
199	ET-38		Copper wire, #10 thhn	100	LF	2.10	210
200	ET-38		Copper wire, #10 thhn locating wire	590	LF	2.10	1,239
201	ET-38		Copper wire, #8 thhn	10	LF	2.70	27
202	ET-38		Copper wire, #8 thhn backfeeding wire	1,770	LF	2.70	4,779
203							
204			Intersection Controller, Cabinet, and Network				
205	ET-31		Construct "Type 352i-ATC" Traffic Signal Controller Cabinet Concrete Foundation	2	EA	4,485.00	8,970
206	ET-32		Labor Cost Only to Install City-Furnished Intersection Controller Cabinet Assembly	2	EA	1,196.00	2,392
207	ET-33		Construct Type III-A Electric Meter Pedestal Concrete Foundation and Install Pedestal Assembly	2	EA	2,990.00	5,980
208							
209	ET-37		Meter Pedestal, furnish only, by city	2	EA	10,000.00	20,000
210							
211			Miscellaneous				
212	ET-34		All wiring work, all miscellaneous electrical work including work to furnish and install 3-inch service conduits, service distribution boxes, ground rods, fuses, pull tape, pole caps, knockout seals, junction boxes, and relocatable and adjustable pull boxes	1	LS	41,860.00	41,860

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TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
3.1 ESTIMATE DETAILS - MAIN, BEALE, & CLEMENTINA PHASE 1

Date: 5/29/2024

Line	Bid #	CSI Div	Component Description	Quantity	Unit	Unit Cost	Estimated Cost
1							
2			2 Existing Conditions				
3							
4	EC-01		Remove All Paving & Base Material, Conc Walls, Curbs, Fences, Footings, Furnishings, Planting, and Existing Site Elements	15,900	SF	2.00	31,800
5	EC-02		Remove Sign	2	EA	430.00	860
6	EC-02		Remove Trash Can	1	EA	380.00	380
7	M-02		Remove Light Pole and Footing	3	EA	1,400.00	4,200
8	EC-03		Remove All Utility Covers and Boxes	9	EA	380.00	3,420
9	EC-09		Remove Tree, remove and grind rootball, 24" depth	1	EA	2,000.00	2,000
10	EC-04		Cut & Cap Utility Line	6	EA	1,400.00	8,400
11	EC-10		Plug & fill 10" VCP Culvert	26	LF	100.00	2,600
12	EC-11		Protect in place tree	1	EA	380.00	380
13	EC-11		Protect in place utility	8	EA	380.00	3,040
14	EC-05		Stormwater Control Measures	15,900	SF	1.00	15,900
15	EC-06		Dust control, water truck and street sweeper, 3 months	1	LS	7,500.00	7,500
16	EC-07		Misc. demo	1	LS	1,900.00	1,900
17	EC-08		Dewatering	1	AL	2,500.00	2,500
18							
19			2 Existing Conditions				84,880
20							
21			3 Concrete				
22							
23	C-01		Concrete Footings for light poles	13	EA	1,500.00	19,500
24							
25			3 Concrete				19,500
26							
27			5 Metals				
28							
29			None				
30							
31			5 Metals				
32							
33			6 Wood, Plastics, and Composites				
34							
35			None				
36							
37			6 Wood, Plastics, and Composites				
38							
39			7 Specialties				
40							
41			None				
42							
43			7 Specialties				
44							

TRANSBAY - BLOCK 3 STREETSCAPE IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
3.1 ESTIMATE DETAILS - MAIN, BEALE, & CLEMENTINA PHASE 1

Date: 5/29/2024

Line	Bid #	CSI Div	Component Description	Quantity	Unit	Unit Cost	Estimated Cost
45			8 Openings				
46							
47			None				
48							
49			8 Openings				
50							
51			9 Finishes				
52							
53			None				
54							
55			9 Finishes				
56							
57			10 Specialties				
58							
59			None				
60							
61			10 Specialties				
62							
63			11 Equipment				
64							
65			None				
66							
67			11 Equipment				
68							
69			12 Furnishings				
70							
71	F-01		Bike Rack, OFCI	6	EA	790.00	4,740
72							
73			12 Furnishings				4,740
74							
75			22 Plumbing				
76							
77			None				
78							
79			22 Plumbing				
80							
81			23 Heating, Ventilating, and Air Conditioning				
82							
83			None				
84							
85			23 Heating, Ventilating, and Air Conditioning				
86							
87			26 Electrical				
88							
89	E-05		Fixture P39 0 Selux Pedestrian Light on 16' Pole (foundation in div 3), located at Clementina St.	4	EA	10,600.00	42,400
90	E-06		Fixture S108 Lumec Roadfocus on 28.5' Pole w/ 6' Luminaire Arm (foundations in div 3), (2) located at Clementina/Beale intersection, (2) located at Clementina/Main intersection	4	EA	9,700.00	38,800
91	E-05		Fixture P39 0 Selux Pedestrian Light on 16' Pole (foundation in div 3), (1) located at Beale St. & (2) located at Main St.	3	EA	10,600.00	31,800

TRANSBAY - BLOCK 3 STREETSCAPE IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
3.1 ESTIMATE DETAILS - MAIN, BEALE, & CLEMENTINA PHASE 1

Date: 5/29/2024

Line	Bid #	CSI Div	Component Description	Quantity	Unit	Unit Cost	Estimated Cost
92	E-06		Fixture S108 Lumec Roadfocus on 28.5' Pole w/ 6' Luminaire Arm (foundations in div 3), (1) located at Beale St. & (1) located at Main St.	2	EA	9,700.00	19,400
93	E-07		Selux Pedestrian light on 16' Pole (Spare)	1	EA	6,400.00	6,400
94	E-02		1-1.5" GRS Conduit (underground)	80	LF	130.00	10,400
95	E-03		1-2" Schedule 80 PVC Conduit (underground)	810	LF	55.00	44,550
96	E-04		2-2" Schedule 80 PVC Conduit (underground)	70	LF	110.00	7,700
97	E-01		Pull Box Type I	16	EA	1,250.00	20,000
98	E-02		Traffic rated pullbox	1	EA	3,000.00	3,000
99	M-01		Splice into Existing Streetlight Circuit	2	LOC	900.00	1,800
100							
101	M-01		Miscellaneous Electrical Cost	1	LS	15,000.00	15,000
102							
103		26	Electrical				241,250
104							
105		27	Communications				
106							
107			None				
108							
109		27	Communications				
110							
111		28	Electronic Safety and Security				
112							
113			None				
114							
115		28	Electronic Safety and Security				
116							
117		31	Earthwork				
118							
119	CS-01		Cut - excavation, handling, & stockpiling	44	CY	25.00	1,100
120	CS-02		Fill from cut	27	CY	30.00	810
121	CS-02		Fill from cut, borrowed from Waterline cut	124	CY	30.00	3,720
122	CS-03		Imported soil for backfill (does not have to be clean, estimate assumes 60% of cut can be reused as dirty fill & the rest will be imported soil)	76	CY	71.00	5,396
123	CS-04		Class 1 Non-RCRA Hazardous soil haul-off and disposal	Taken Separately			0
124							
125		31	Earthwork				11,026
126							
127		32	Exterior Improvements				
128							
129			Site Paving				
130	R-01		Concrete Pedestrian Paving ROW - Sandstone, 3-1/2" depth, no base	1,498	SF	21.00	31,458
131	R-13		Temporary sidewalk	6,000	SF	20.00	120,000
132	R-05		Cold Plane 2" full depth	6,884	SF	1.50	10,326
133	R-06		Restore with 2" min of ACWS	6,148	SF	8.10	49,799
134	R-07		Reconstruct with 2" min of ACWS	4,722	SF	8.10	38,248
135	R-08		Concrete Base for Reconstructed Area	146	CY	450.00	65,700
136	R-14		Concrete Curb & Gutter, 2'	553	LF	82.00	45,346
137	R-12		Beale Street Curb Ramp, including warning bands and truncated domes	3	LOC	5,400.00	16,200

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
3.1 ESTIMATE DETAILS - MAIN, BEALE, & CLEMENTINA PHASE 1

Date: 5/29/2024

Line	Bid #	CSI Div	Component Description	Quantity	Unit	Unit Cost	Estimated Cost
138							
139	R-14		Allowance: Edge condition between Block 3 and back of Clementina, Main and Beale new sidewalks	1	AL	35,900.00	35,900
140							
141			Temporary Fencing				
142	G-07		3' tall chain link fence	540	LF	24.00	12,960
143	G-07		Allowance for Maintenance of Temporary Fencing after Completion of Construction	1	AL	15,000.00	15,000
144							
145							
146			32 Exterior Improvements				440,937
147							
148			33 Utilities				
149							
150	W-01		Water Main Relocation Work on Main Street				
151	W-01		Performed by SFWD				
152	W-01		Disconnect (E) Water Line	1	LOC		
153							
154	W-01		Furnished & Installed by Contractor				
155	W-01		Cap (E) Water Line (disconnected by SFWD)	1	LOC	2,700.00	2,700
156	W-01		Fill (E) Water Line with Slurry	350	LF	36.00	12,600
157	W-01		Excavation, backfill, & compaction for water line plus 25 LF on each end for connections	400	If - key qty		
158	W-01		Cut - excavation, handling, & stockpiling	207	CY	25.00	5,175
159	W-01		Class 1 Non-RCRA Hazardous soil haul-off and disposal		Taken Separately		
160	W-01		Class 1 Non-RCRA Hazardous soil used as fill in other locations	124	CY	No cost, for reference only	
161	W-01		Imported clean fill	207	CY	71.00	14,697
162	W-01		Shoring	4,000	SF	1.00	4,000
163	W-01		New 20" Water Line, ductile iron pipe (includes F/I pipe fittings)	280	LF	460.00	128,800
164	W-01		F/I 20" Butterfly Valve	1	EA	38,870.00	38,870
165	W-01		F/I 8" Gate Valve	4	EA	19,400.00	77,600
166	W-01		Air Valve	1	EA	15,000.00	15,000
167							
168	W-01		8-inch flushing assembly				
169	W-01		20"x6" Reducer	1	EA	3,500.00	3,500
170	W-01		F/I 6" Gate Valve	1	EA	15,900.00	15,900
171	W-01		EBAA Megalug Gland	5	EA	600.00	3,000
172	W-01		Air Valve	1	EA	15,000.00	15,000
173							
174	W-01		20" Dip to Existing 20" Waterline Connection				
175	W-01		Furnished by Contractor & Installed by SFWD				
176	W-01		Shoring for connection holes	720	SF	1.00	720
177	W-01		New 20" Water Line, ductile iron pipe (includes F/I pipe fittings)	50	LF	360.00	18,000
178	W-01		1120 Megalug	14	EA	600.00	8,400
179	W-01		20" Steel Flange	2	EA	360.00	720
180	W-01		20" Mechanical joint cap with 8-inch nozzle	1	EA	1,500.00	1,500
181							
182	W-01		Cathodic Protection				
183	W-01		Furnished & Installed by Contractor				

TRANSBAY - BLOCK 3 STREETSCAPE IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
3.1 ESTIMATE DETAILS - MAIN, BEALE, & CLEMENTINA PHASE 1

Date: 5/29/2024

Line	Bid #	CSI Div	Component Description	Quantity	Unit	Unit Cost	Estimated Cost
184	W-01		Concrete Box Test Station	1	EA	1,600.00	1,600
185	W-01		12" Cast Iron Lid	1	EA	620.00	620
186	W-01		60 LB Prepackaged Anode	8	EA	1,500.00	12,000
187	W-01		Cable to Pipe Connection	8	EA	250.00	2,000
188	W-01		1" Sch 40 PVC Pipe	80	LF	7.90	632
189	W-01		Anode Cables	220	EA	2.90	638
190							
191	W-02		2-2" Lateral waterlines & sleeving for domestic (excavation, backfill, & pavement restoration included in div 2, 31, & 32)	60	LF	60.00	3,600
192	W-02		Tie-in to the 8" existing distribution line on east side of Main	1	LS	1,600.00	1,600
193	SW-06		10" VCP Culvert	25	LF	155.00	3,875
194	SW-07		12" VCP Sewer	42	LF	221.00	9,282
195	SW-01		4" CIP SS	28	LF	17.00	476
196	SW-02		6" VCP SS	28	LF	48.00	1,344
197	SW-05		10" VCP Sewer	35	LF	114.00	3,990
198	SW-10		New SS trap & fresh air inlet assembly	2	EA	1,615.00	3,230
199	SW-12		Television inspections of newly installed sewer pipe	1	LS	598.00	598
200	SW-14		Manhole	2	EA	4,066.00	8,132
201	SW-11		Catch Basin	1	EA	3,648.00	3,648
202	SW-08		12" x 12" wye fitting (for future manhole not in scope of this project)	1	EA	940.00	940
203	SW-13		Allowance for over excavation of utility work	347	LF	25.00	8,675
204							
205							
206		33	Utilities				433,062
207							
208		34	Transportation				
209							
210			None				
211							
212		34	Transportation				

TRANSBAY - BLOCK 3 STREETScape IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
3.2 ESTIMATE DETAILS - OTHER PHASE 1

Date: 5/29/2024

Line	Bid #	CSI Div	Component Description	Quantity	Unit	Unit Cost	Estimated Cost
1							
2		1	Traffic Routing				
3			Per Traffic Control Estimate dated 5/2/2024				
4	G-05		Traffic Control	1	LS	290,030.00	290,030
5	G-06		F&I Temporary Traffic Striping Tape	7,420	LF	1.20	8,904
6							
7		1	Traffic Routing				298,934
8							
9		31	Earthwork				
10							
11	CS-04		Class 1 Non-RCRA Hazardous soil haul-off and disposal	200	TN	114.00	22,800
12							
13	CS-05		Class 1 RCRA Hazardous soil haul-off and disposal	5	TN	179.00	895
14							
15		31	Earthwork				23,695
16							

TRANSBAY - BLOCK 3 STREETSCAPE IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
4.0 ESCALATION CALCULATION

Date: 5/29/2024

PHASE 1 ESCALATION

Estimate Pricing Date	3/8/2024
Construction Start	1/6/2025
Construction End (Substantial Completion)	5/21/2026
Construction Duration	500 days 17 months
Construction Mid-Point	9/13/2025
Estimate Pricing Date to Construction Mid-Point	554 days 18 months

Escalation Rate	Esc/year	Pro-rated Escalation	Total Escalation from March 2024 \$
March 2024 Costs			100%
2024 Escalation, April - December	6.0%	4.50%	104.50%
2025 Escalation, Sept (construction midpt)	5.0%	3.70%	108.40%
Total Escalation to Construction Mid-Point	8.40%		

TRANSBAY - BLOCK 3 STREETSCAPE IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
5.0 GENERAL CONDITIONS

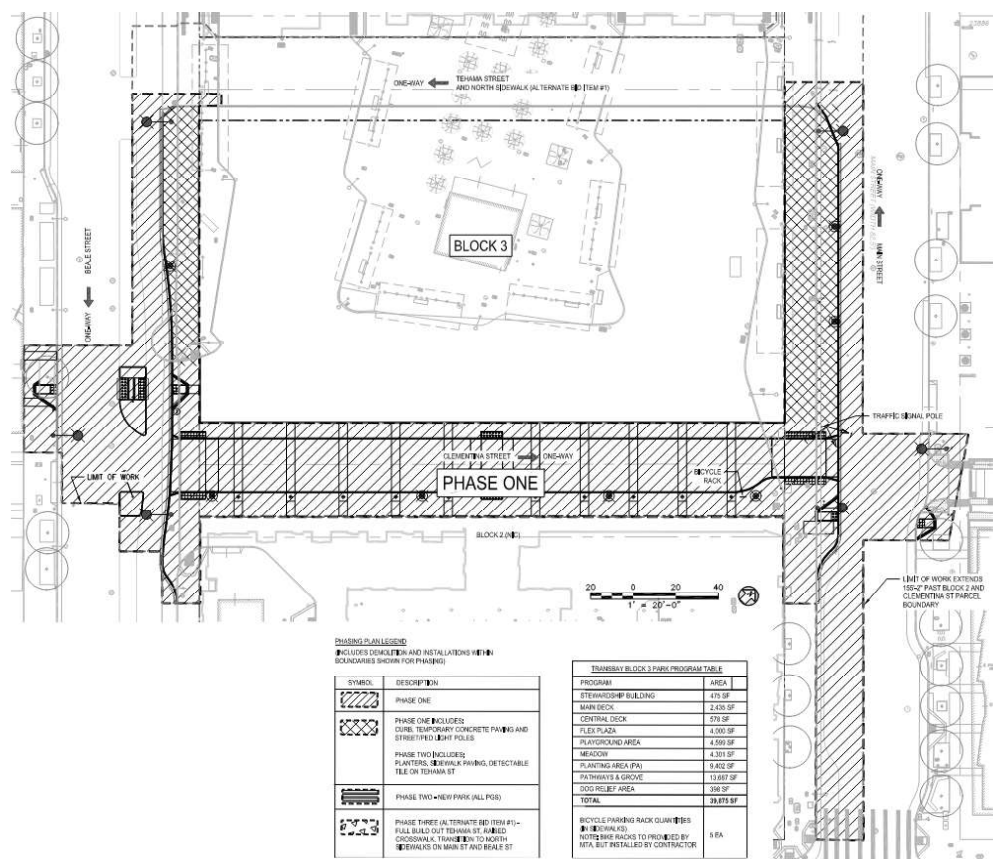
Date: 5/29/2024

Item Description		Unit	Unit Cost \$	Total \$
1	GENERAL CONDITIONS			
	Project duration	Qty 17	Unit MM	Unit Cost Total
	Project Management and Coordination			
	Engineering and layout	4	Month	18,000.00 72,000
	Project manager	17	Month	30,100.00 511,700
	Superintendent		With Mobilization	-
	Project engineer, 1/2 time	9	Month	13,800.00 124,200
	Quality manager, 1/4 time	4	Month	18,100.00 72,400
	Safety manager, 1/4 time	4	Month	18,100.00 72,400
	Scheduler, 1/4 time	4	Month	18,900.00 75,600
	Payroll clerk & admin support, from office, 1/4 time	4	Month	10,300.00 41,200
	Development of Traffic Routing Plan for Review and Approval by MTA	1	LS	17,900.00 17,900
	Temporary Utilities			
	Power		With Mobilization	-
	Lighting		With Mobilization	-
	Heat		None Req'd	-
	Water		With Mobilization	-
	Telephone		With Mobilization	-
	Mobile Telephones	17	Month	500.00 8,500
	Computers	17	Month	400.00 6,800
	Traffic Routing, Barriers, Temporary Sidewalks	17	Month	1,500.00 25,500
	Temporary Facilities			
	Office trailer		With Mobilization	-
	Staging Area		With Mobilization	-
	Storage containers	17	Month	250.00 4,250
	Tool bins	17	Month	500.00 8,500
	Portable toilets		With Mobilization	-
	Hand wash station		With Mobilization	-
	Drinking water		With Mobilization	-
	Field Office Expenses	17	Month	900.00 15,300
	Temporary Hoisting/Material Handling			
	Laborer	17	Month	7,100.00 120,700
	Scissor Lift	17	Month	2,500.00 42,500
	Temporary scaffolding & platform		None Req'd	-
	Cleaning & Waste Management			
	Progress cleaning	17	Month	1,600.00 27,200
	Final cleaning		With Mobilization	-
	Dumpsters	17	Month	800.00 13,600
	Other General Condition Items			
	Pickups	17	Month	1,200.00 20,400
	Barricades		With Mobilization	-
	Temporary fence		With Mobilization	-
	Safety		With Mobilization	-
	Photos		None Req'd	-
	Project signs		With Mobilization	-
	General office expense	17	Month	1,000.00 17,000
	Small tools	17	Month	1,500.00 25,500
	Consumable supplies	17	Month	1,000.00 17,000
	Stockpiles, covers, barriers		None Req'd	-
	Dust Control		With Estimate Details	-
	Dewatering Tank & Meter		With dewatering allowances	-
TOTAL		17	Month	78,832.35 1,340,150
	Per month			78,832

TRANSBAY - BLOCK 3 STREETSCAPE IMPROVEMENT PROJECT, SAN FRANCISCO
ESTIMATE OF PROBABLE CONSTRUCTION COST
BASED ON 100% CONSTRUCTION DOCUMENTS SUBMITTAL
6.0 PARK LAYOUT PLAN

Date: 5/29/2024

Park Layout:



M LEE CORPORATION

Construction Management & Consulting
Estimating & Scheduling
Since 1992

M Lee Corporation

M Lee Corporation was established in the San Francisco Bay Area in 1992 to provide quality construction cost estimating, scheduling and construction, program and project management support services. Since its incorporation, M Lee Corporation has provided professional construction services for over 1,500 projects with an estimated value of over \$60 billion, spanning all services and disciplines, scopes and sizes. Having worked in the San Francisco Bay Area over the last 31 years, our knowledge of the local construction market has proved to be a valuable asset to our clients.

Principals

Martin Lee

Founding principal and chief estimator of M Lee Corporation, Martin is a professional civil engineer (PE), chartered quantity surveyor (CQS), and certified professional estimator (CPE) - Lifetime by ASPE with over 40 years of practical experience in construction cost management and consulting services in the San Francisco Bay Area. Prior to establishing M Lee Corporation, Martin gained extensive experience working with a renowned general contractor/construction management firm and an international cost consulting firm. Working on over 1,500 projects with an estimated construction value of over \$60 billion, Martin is knowledgeable of local construction practice and pricing. He enjoys and excels in construction cost and schedule management.

Franklin Lee

Principal and project manager/senior cost estimator of M Lee Corporation, Franklin is a professional civil engineer (PE), LEED accredited professional and certified estimating professional (CEP) by AACE. Franklin Lee holds a B.S. in Civil and Environmental Engineering from University of California, Berkeley and a M.S. in Construction Engineering and Management from Stanford University. Prior to joining M Lee Corporation, Franklin worked for a nationally renowned general contractor/construction management firm. Franklin has provided cost estimating, scheduling and project management services on over 600 projects in the San Francisco Bay Area over the past 15 years.

Contacts

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San Francisco, CA 94111
601 Montgomery Street, Suite 2040
San Francisco, CA 94111

Attachment 5: Advertisement for Bid



San Francisco Public Works
General – Director's Office
49 South Van Ness Ave., Suite 1600
San Francisco, CA 94103
(628) 271-3160 www.SFPublicWorks.org

Public Works Order No: 210686
CITY & COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC WORKS
ADVERTISEMENT FOR BIDS

SOURCING EVENT ID NO.: 0000009560
PROJECT TITLE: PHASE I - STREET INFRASTRUCTURE (TRANSBAY BLOCK 3 PARK AND STREETScape IMPROVEMENTS PROJECT)
ESTIMATE: Approximately \$4,809,380
RECEIPT OF BIDS: **August 14, 2024 until 2:30:00 PM.** Bids shall be submitted online via ShareFile. See Project Manual Section 00 21 13 for specific bid submission instructions.
ShareFile URL:
<https://sanfranciscopublicworks.sharefile.com/i/i9f4e08a3c2e4a678>

AGENCY APPROVAL:	DPW
TIME ALLOWED FOR COMPLETION:	500 consecutive calendar days
LIQUIDATED DAMAGES:	\$1,000/calendar day.
CONTRACT BASIS:	Unit Price
PLANS & SPECS BY:	Bureau of Landscape Architecture
LICENSE REQUIRED:	Class "A"

ENVIRONMENTAL STATEMENT: Not a CEQA project.

[INCLUDES LOCAL HIRING REQUIREMENTS]

If necessary, San Francisco Public Works will issue bid date changes by addendum and will post current date for receiving bids on the Construction page at the City's website address:
<https://sfcitypartner.sfgov.org/pages/index.aspx>

Distribution:
PM: Kathleen.ODay@sfdpw.org

Attachment 6: OCII SBE Policy



OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

SMALL BUSINESS ENTERPRISE POLICY

Adopted:	November 16, 2004
Amended and Restated:	July 21, 2009
Second Amendment:	July 7, 2015
Third Amendment:	March 15, 2022

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I. INTRODUCTION

The Agency is acutely aware of the many challenges that small businesses face when contracting with public entities. The mission of the Agency includes economic development in Project Areas and accordingly this Small Business Enterprise Policy ("**SBE Policy**") is to establish a set of Small Business Enterprise participation goals and good faith efforts designed to ensure that monies are spent in a manner which provides SBEs with an opportunity to compete for and participate in Office of Community Investment and Infrastructure ("**OCII**" or "**Agency**") assisted projects. A genuine effort will be made to give First Consideration to Project Area SBEs and San Francisco- based SBEs before looking outside of San Francisco.

II. APPLICATION

This SBE Policy applies to all Contractors and their subcontractors seeking work on Agency-Assisted Projects on or after November 17, 2004 and any Amendment to a Pre-existing Contract as that term is defined in Article III - Definitions.

All Agency-Assisted Contracts, including contracts with both for profit and non-profit developers, shall contain a requirement that the developer and its general contractor and all subcontractors (regardless of tier) comply with this SBE Policy.

III. DEFINITIONS

"**Small Business Enterprise (SBE)**" means an economically disadvantaged business that is certified by another public entity (either municipal, State, or federal agency) that considers the certification criteria stipulated in this Policy. In general, such criteria shall include a determination by the public entity as to whether an economically disadvantaged business is an independent and continuing business for profit; performs a commercially useful function; is owned and controlled by persons residing in the United States or its territories; and has average gross annual receipts in at least the three years (and no more than five years, if practiced by the public entity) immediately preceding its application for certification as a SBE that do not exceed the following limits:

Industry	OCII SBE Size Standard
Construction Contractors	\$24,000,000
Specialty Construction Contractors	\$14,000,000
Suppliers (goods/materials/ equipment and general services)	\$12,000,000
Professional Services	\$5,000,000
Trucking	\$5,000,000

In addition, an economically disadvantaged business shall meet the other certification criteria described in Exhibit I in order to be considered an SBE by the Agency.

In order to determine whether or not a firm meets the above economic size definitions, the Agency will use the firm's most recent business tax returns (i.e., 1040 with Schedule C for Sole Proprietorships, 1065s with K-1s for Partnerships, and 1120s for Corporations) to calculate the firm's average annual gross receipts. In addition, the calculation of a firm's size shall include the receipts of all affiliates.

Once a business reaches the average size threshold for the applicable industry the business ceases to be economically disadvantaged, it is not an eligible SBE and it will not be counted towards meeting SBE contracting requirements (or goals).

"Affiliates" means an affiliation with another business concern based on the power to control, whether exercised or not. Such factors as common ownership, common management and identity of interest (often found in members of the same family), among others, are indicators of affiliation. Power to control exists when a party or parties have 50 percent or more ownership. It may also exist with considerably less than 50 percent ownership by contractual arrangement or when one or more parties own a large share compared to other parties. Affiliated business concerns need not be in the same line of business.

"Agency-Assisted Contract" means Development and Disposition Agreements, Land Disposition Agreements, Leases, Loan and Grant Agreements, and other similar contracts and agreements that the Agency executes with for-profit or non-profit entities.

"Agency Contract" means personal services contracts, purchase requisitions, and other similar contracts and operations agreements that the Agency executes with for-profit or non-profit entities.

"Amendment to a Pre-existing Contract" means a material change to the terms of any contract, the term of which has not expired on or before the date that this Small Business Enterprise Policy ("SBE Policy") takes effect, but shall not include amendments to decrease the scope of work or decrease the amount to be paid under a contract.

"Annual Receipts" means "total income" (or in the case of a sole proprietorship, "gross income") plus "cost of goods sold" as these terms are defined and reported on Internal Revenue Service tax return forms. The term does not include net capital gains or losses; taxes collected for and remitted to a taxing authority if included in gross or total income, such as sales or other taxes collected from customers and excluding taxes levied on the concern or its employees; proceeds from transactions between a concern and its domestic or foreign affiliates; and amounts collected for another by a travel agent, real estate agent, advertising agent, conference management service provider, freight forwarder or customs broker. For size determination purposes, the only exclusions from receipts are those specifically provided for in this paragraph. All other items, such as subcontractor costs, reimbursements for purchases a contractor makes at a customer's request, and employee-based costs such as payroll taxes, may not be excluded from receipts. Typically, annual receipts are averaged over a concern's latest three (3) completed fiscal years to determine its average annual receipts.

However, to the extent a public entity considers a five-year average in its certification program, OCII will accept the five-year average provided the remaining certification criteria of the public entity is consistent with OCII's criteria stipulated in this Policy. If a concern has not been in business for three (3) years, the average weekly revenue for the number of weeks the concern has been in business is multiplied by 52 to determine its average annual receipts.

"Association" (as the term is used in the SBE Program) means an agreement between two parties established for the purpose of completing a specific task or project. The associate agreement shall provide the SBE associate a significant project management role and the SBE associate shall be recognized in marketing and collateral material. The Association shall be distinguished from traditional subcontracting arrangements via a written Association agreement that defines the management of the agreement, technical and managerial responsibilities of the parties, and defined scopes and percentages of work to be performed by each party with its own resources and labor force. Unlike the more formal Joint Venture, an Association does not require formation of a new business enterprise between the parties. The Associate agreement shall contain, at a minimum, provisions required by Section IV.E below and be subject to OCII approval.

"Commercially Useful Function" means that the business is directly responsible for providing the materials, equipment, supplies or services in the City and County of San Francisco ("City") as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are required and sought by the Agency.

"Joint Venture" (as the term is used in the SBE Program) means an entity established between two parties for the purposes of completing a venture or project. The Joint Venture agreement typically creates a separate business entity and requires acquisition of additional insurance for the newly created joint business entity. The Joint Venture agreement shall contain, at a minimum, provisions required by OCII, as Section IV.E below and be subject to OCII approval.

"Office" or **"Offices"** means a fixed and established place(s) where work is performed of a clerical, administrative, professional or production nature directly pertinent to the business being certified. A temporary location or movable property or one that was established to oversee a project such as a construction project office does not qualify as an "office" under this SBE Policy. Work space provided in exchange for services (in lieu of monetary rent) does not constitute an "office." The office is not required to be the headquarters for the business but it must be capable of providing all the services to operate the business for which SBE certification is sought. An arrangement for the right to use office space on an "as needed" basis where there is no office exclusively reserved for the business does not qualify as an office. The prospective SBE must submit a rental agreement for the office space, rent receipt or cancelled checks for rent payments. If the office space is owned by the prospective

SBE, the business must submit property tax or a deed documenting ownership of the office.

“Person” means one or more individuals, partnerships, associations, organizations, corporations, and cooperatives.

“Project Area Small Business Enterprise” means a business that meets the above-definition of Small Business Enterprise and that: (a) has fixed offices located within the geographical boundaries of a Redevelopment Project or Survey Area where a commercially useful function is performed; (b) is listed in the Permits and License Tax Paid File with a Project Area or Survey Area business street address; (c) possesses a current Business Tax Registration Certificate at the time of the application for certification as a SBE; (d) has been located and doing business in a Project Area or Survey Area for at least six months preceding its application for certification as a SBE; and (e) has a Project Area or Survey Area office in which business is transacted that is appropriately equipped for the type of business for which the enterprise seeks certification as a SBE. Post office box numbers of residential addresses alone shall not suffice to establish a firms’ location in a Project Area or Survey Area.

“Project Area” means an area of San Francisco that meets the requirements under Community Redevelopment Law, Health and Safety Code Section 33320.1. These areas currently include the Bayview Industrial Triangle, Bayview Hunters Point (Area B), Hunters Point Shipyard, Mission Bay (North), Mission Bay (South), Rincon Point/South Beach, South of Market, and Transbay.

“San Francisco-based Small Business Enterprise” means a business that meets the above-definition of Small Business Enterprise and that: (a) has fixed offices located within the geographical boundaries of the City; (b) is listed in the Permits and License Tax Paid File with a San Francisco business street address; (c) possesses a current Business Tax Registration Certificate at the time of the application for certification as a SBE; (d) has been located and doing business in the City for at least six months preceding its application for certification as a SBE; and (e) has a San Francisco office in which business is transacted that is appropriately equipped for the type of business for which the enterprise seeks certification as a SBE. Post office box numbers or residential addresses alone shall not suffice to establish a firm's status as local.

“Specialty Construction Contractor” means a contractor licensed by the Contractors State License Board under the “C” classification license pursuant to California Business and Professions Code Section 7058.

“Survey Area” means an area of San Francisco that meets the requirements of the Community Redevelopment Law, Health and Safety Code Section 33310. These areas currently include Bayview Hunters Point Redevelopment Survey Area C.

IV. SMALL BUSINESS ENTERPRISES CONTRACTING GOAL

- A. In order to meet the mission of the Agency and promote economic development in Project Areas, the Agency intends to establish targets for SBE participation in Agency and Agency-Assisted Contracts. It also intends to provide Project Area Small Businesses with First Consideration to contracting opportunities with the Agency or through the prime contractors for Agency-Assisted Contracts.
- B. The Agency's overall SBE participation goals (for prime contracts) shall be set at 50%. This means that the Agency or Agency-Assisted Contractor shall use its best efforts to award at least 50% of all Agency-Assisted Contracts covered by this policy to SBEs. The ability of the Agency or Agency-Assisted Contractor to meet this goal will depend, in part, on 1) the availability of qualified SBEs capable of providing the goods or services required by the contract; and 2) the availability of SBEs who provide price quotes that are reasonable and do not exceed competitive levels beyond amounts that can be attributed to the increased costs faced by small local businesses. Accordingly, the Agency may, at its discretion, change the participation goals, on a contract-by-contract basis, in its own contracts or in Agency-Assisted Contracts.
- C. **Agency SBE Prime Contract Participation Goals are:**
- | | |
|-----------------------|-----|
| CONSTRUCTION | 50% |
| PROFESSIONAL SERVICES | 50% |
| SUPPLIERS | 50% |
- D. **First Consideration:** will be given by the Agency or Agency-Assisted Contractor in awarding contracts in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside an Agency Project or Survey Area), and 3) All other SBEs. Non San Francisco-based SBEs should be used to satisfy participation goals only if Project Area SBEs or San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non San Francisco-based SBEs.
- E. **Associations and Joint Ventures (JV):** OCII will recognize JVs and Associations between non-SBE firms and SBE firms where the SBE partner performs at least 35% of the work defined in the JV or Association agreement, and receives at least 35% (or a proportionate share, whichever is higher) of the dollars to be earned by the JV or Association. Under this arrangement, OCII will deem the JV or Association to be an SBE for the purposes of meeting the SBE goal. Due to the technical nature of the disciplines and the various standards of each industry, OCII will not require a standardized agreement. However, each JV and Association agreement must be in writing and contain, at a minimum, the following terms:
- Define the management of the agreement between the parties;
 - Define the technical and managerial responsibilities of each party;

- Define the scope of work to be performed by each party, and where possible identify the percentage and break-down of scope of work for each party;
- Identify any additional subcontractors or consultants that will perform the work under the agreement;
- Define the schedule, duration, and deliverable of the agreement;
- Detail the fee schedule, fee breakdown, or division of compensation;
- Specify insurance requirements and/or if each party shall maintain its own insurance;
- Specify how additional work or changes in scope shall be negotiated or determined and which party shall be responsible for notifying OCII of the changes;
- Specify how claims and disputes will be resolved.

A copy of the JV or Association agreement must be provided to OCII for approval in order for the JV or Association to be recognized.

F. **Certification**: Only firms certified as SBEs will be counted toward meeting the participation goals described above. The SBE firm must be certified by OCII or another governmental entity pursuant to the SBE Certification Criteria set forth in Exhibit I.

G. **Good Faith Efforts - Agency**: The goals established in Article IV.C above of this SBE Policy are targets the Agency or Agency-Assisted Contractor will make a good faith effort to achieve for prime contracts. Accordingly, good faith efforts must be taken to assure that these firms are utilized when possible as sources of supplies, equipment, construction, and services. Good faith efforts shall include the following:

1. **Contract Size**. Where appropriate, the Agency or Agency-Assisted Contractor will divide the work in order to encourage maximum SBE participation or, alternatively, SBEs will be encouraged to joint venture. Each responsible staff person, developer or prime contractor/consultant shall identify specific items of each contract that may be performed by subcontractors and, if necessary, provide a list of prospective SBEs for the bidder(s).
2. **Advertise**. For contracts procured using the Competitive Sealed Bids-Public Contract Code Procedure or the RFP/RFQ Procedure, unless there are special circumstances, the Agency or Agency-Assisted Contractor will advertise for 30 days prior to the opening of bids or proposals in media focused on small businesses including the Bid and Contract Opportunities website through the City's Purchasing Department and the Procurement Opportunities section of local publications.
3. **Prepare List of SBEs**. Each responsible staff person, developer or prime contractor/consultant shall request the Contract Compliance Office to assemble a list of all known SBEs in the pertinent field(s). This list will be

made available to the public upon request. Compliance Staff will consult with other redevelopment agencies and government agencies to identify small businesses, particularly those in Project and Survey Areas, that have expertise in areas used by the Agency; the Contract Compliance Office will continue its present practice of regularly updating a variety of lists.

4. Public Solicitation. The Agency or Agency-Assisted Contractor will mail Requests for Qualifications (RFQs) or Requests for Proposals (RFPs) to SBEs. It will follow up initial solicitations of interest by contacting SBEs to determine with certainty whether they are interested in performing specific items in a project. The Agency will also make contacts with SBE contractor associations or development centers, or any agencies that disseminate bid and contract information and provide technical assistance to SBEs.
5. Convene Pre-Bid or Pre-Solicitation Meetings. On consulting contracts that are \$5,000 or more and construction contracts estimated to cost \$5,000 or more, procured using the Competitive Sealed Bids or Public Contract Code Procedure or the RFP/RFQ Procedure, the Agency or Agency-Assisted Contractor will send written invitations to potential SBE candidates to attend pre-bid or pre-solicitation meetings for the purpose of answering questions about the process and the specifications and requirements. Representatives of the Contract Compliance Office will also participate.
6. Outreach and Other Assistance. The Agency or Agency-Assisted Contractor will a) provide SBEs with plans, specifications and requirements for all or part of the project; b) make contacts with SBE contractor associations or development centers, or any agencies that disseminate bid and contract information and provide technical assistance to SBEs; and c) follow up initial solicitations of interest by contacting SBE firms to determine with certainty whether they are interested in performing specific items in a project.
7. Insurance and Bonding. Where lines of credit, insurance and bonding are potential problems for small businesses, the Agency or Agency-Assisted contractor should contact staff to explain the Agency's insurance and bonding requirements, answer questions about them, and be prepared to suggest avenues of assistance.
8. Focused Meetings. The Agency or Agency-Assisted contractor shall participate in meetings convened by staff for SBEs focusing on opportunities for particular industries, e.g., a joint meeting of housing sponsors and small architectural firms based in a Project Area.
9. Monitoring. The Agency or Agency-Assisted Contractor will keep track of the date that each response, proposal or bid was received from SBEs, including the amount bid by and the amount to be paid (if different) to

the non-SBE contractor that was selected. If the responsible staff person or bidder/proposer asserts that there were reasons other than the respective amounts bid for not awarding the contract to or selecting an SBE, he or she must be prepared to provide valid reasons(s) for any rejections.

V. SUBCONTRACTING - BY PRIME CONTRACTORS

- A. **Subcontracting Goal** The Agency intends to establish a subcontracting participation goal for SBEs at 50%, but recognizes that this goal may vary depending on the extent of subcontracting opportunities presented by the contract and the availability of SBE subcontractors capable of providing goods or services required by the contract. Accordingly, the Agency, at its discretion, may change the participation goals on a contract-by-contract basis.
- B. **First Consideration** will be given in the following order: 1) Project Area SBEs, 2) San Francisco-based SBEs (outside an Agency Project or Survey Area), and 3) All other SBEs.
- C. **Good Faith Efforts - Subcontracting**. The Agency will continue its efforts to maximize the involvement of SBE subcontractors by having each responsible staff person:
 - 1. Request the Contract Compliance Office to assemble for the prime, a list of all known SBEs, particularly those in Project or Survey Areas, in the pertinent field(s). This list will be made available to the public upon request.
 - 2. Identify specific items of each contract that may be performed by subcontractors and, if necessary, provide a list of prospective SBEs for the bidder(s).
 - 3. Send notices to appropriate organizations of the opportunities of SBEs to obtain subcontracts with the Agency.
 - 4. Advise SBEs of its insurance requirements and offer SBEs advice on meeting the requirements.
- D. **Contract Provision Requiring Good Faith Efforts**. Agency staff shall include in prime contracts provisions that require prospective contractors that will be utilizing subcontractors to make the following good faith efforts to subcontract to SBEs:
 - 1. Consult with the Agency and other agencies, including government agencies to identify small businesses that have expertise in areas needed by the Agency.

2. Document efforts undertaken to encourage subbidder(s) to obtain SBE participation at a lower tier including identifying specific items of the contract that may be performed by SBE subcontractors and prospective SBEs to perform such items.
 3. Make contacts with SBEs, associations or development centers, or any agencies, which disseminate bid and contract information to SBEs. Follow up initial solicitations of interest by contacting small business enterprises to determine with certainty whether they are interested in performing specific items in a project. This provision includes making direct written solicitation with a complete scope of work to all Agency certified SBEs that provide any subcontract portion of the proposed work.
 4. Keep track of the date that each response, proposal or bid was received from SBEs, including the amount bid by and the amount to be paid (if different) to the non-SBE contractor that was selected. If the bidder/proposer asserts that there were reasons other than the respective amounts bid for not awarding the contract to or selecting an SBE, he or she must be prepared to provide valid reasons(s) for any rejections.
 5. Assist SBEs relative to obtaining and explaining plans, specifications and contract requirements.
 6. Assist SBEs with respect to bonding, lines of credit, etc.
 7. Extend negotiation efforts to SBEs or be prepared to explain the reasons for not negotiating with SBEs.
 8. Prepare a report which shows for each private project and each public project (without an SBE Program) undertaken by the consultant in the preceding 12 months, the total dollar amount of the contract and the percentage of the contract dollars that were awarded to SBEs.
 9. Document any other efforts undertaken to encourage participation by SBE.
- E. **Technical Assistance.** As appropriate, Agency staff shall suggest various sources of assistance to SBEs such as U.S. Small Business Administration ("**SBA**"), U.S. Minority Business Development Agency, San Francisco Renaissance, SCORE (Service Corps of Retired Executives), Urban Solutions, as well as other local community based economic development organizations.
- F. **Aid to Unsuccessful Bidders.** As an aid to unsuccessful bidders the Agency will make available upon reasonable request the following information within a reasonable time (usually within 30 days) after the selection of a contractor/consultant:

For construction contractors:

1. A summary of unit prices taken from the bid documents.
2. A list of subcontractors, nature of work, and bid dollar amount from the bid documents.

For professional consultants:

1. All submissions received in response to RFQs or RFPs and, upon request, an explanation of the Agency's insurance and bonding requirements, and brochures that describe any bonding program in effect.

VI. CONSTRUCTION CONTRACTORS

- A. Construction contracts and subcontracts awarded for \$5,000 or more shall contain a provision that requires contractors and subcontractors to comply with the Agency's Construction Work Force, Prevailing Wage Provision/Labor Standards, and Small Business Enterprise Program.

- B. **Compliance with Prompt Payment Statute:**

1. Construction contracts and subcontracts awarded for \$5,000 or more shall contain the following provision:
 - i) "Amounts for work performed by a subcontractor shall be paid within seven (7) days of receipt of funds by the contractor, in accordance with California Business and Professions Code Section 7108.5 et seq. Failure to include this provision in a subcontractor or failure to comply with this provision shall constitute an event of default which would permit the Agency to exercise any and all remedies available to it under contract, at law or in equity."
2. In addition to and not in contradiction to the Prompt Payment Statute (California Business and Professions Code Section 7108.5 et seq.), if a dispute arises which would allow a Contractor to withhold payment to a subcontractor due to a dispute, the Contractor shall only withhold that amount which directly relates to the dispute and shall promptly pay the remaining undisputed amount, if any.

VII. SUBMISSION OF ELECTRONIC CERTIFIED PAYROLLS

- A. For any contract which requires the submission of certified payroll reports, each Contractor (which herein includes subcontractors regardless of tier) shall comply with the Agency's Construction Work Force and Prevailing Wage Provision/Labor Standards reporting requirements. Contractors are advised that the Agency will not be liable for interest, charges or costs arising out of or relating to any delay in making progress payments due to Contractor's failure to make a timely and accurate submittal of weekly certified payrolls.

- B. In addition to the above, Contractor shall comply with the requirements of California Labor Code Section 1776, or as amended from time to time, regarding the keeping, filing and furnishing of certified copies of payroll records of wages paid to its employees and to the employees of its Subcontractors of all tiers.
- C. The Contractor shall make the payroll records available to for inspection at all reasonable hours at the job site office of Contractor.
- D. Contractor is solely responsible for compliance with Labor Code Section 1776 or this SBE Policy. The Agency shall not be liable for Contractor's failure to make timely or accurate submittals of certified payrolls.

VIII. AUTHORIZATION

- A. When staff seeks contract authorization staff shall document and report to the Executive Director and/or the Commission:
 - 1. Whether the Contract Compliance Office provided a list of potential SBEs to be invited for the scope of work being considered.
 - 2. Where appropriate, how the potential work was divided into small contracts to ensure that the scope of work was not too large for an SBE to bid or submit a proposal or how potential SBEs were encouraged to joint venture.
 - 3. That specific items of the contract that may be performed by SBE subcontractors were identified and prospective SBEs were identified for the bidder(s).
 - 4. On consulting service contracts that are \$5,000 or more and construction contracts estimated to cost \$5,000 or more, that prospective SBEs were invited to a pre-bid and/or pre-solicitation meeting for the purpose of answering questions about the process, the bonding and insurance requirements, the specifications and other requirements.
 - 5. All outreach efforts including advertisements or notifications to trade associations or other groups that were made as part of attempts to reach potential SBE candidates.

IX. APPEALS

Any bidder or proposer wishing to appeal a staff recommendation for awarding a contract will be notified of the proposed action and will have an opportunity to be heard by the full Commission when the item comes up on the Agenda.

X. WAIVER

Any of the SBE requirements may be waived if the Agency determines that a specific requirement is not relevant to the particular situation at issue, that SBEs were not available, or that SBEs were charging an unreasonable price. All waivers involving Agency contracts shall be reported to the Commission.

XI. SEVERABILITY

The provisions of this SBE Policy are declared to be separate and severable. The invalidity or unenforceability of one or more provisions of this SBE Policy shall in no way affect the validity of the remainder.

EXHIBIT I

SBE CERTIFICATION CRITERIA

- A. The Agency will consider the certifications or denials of the Contract Monitoring Division (CMD) of the City and County of San Francisco and will accept those certifications or denials from CMD and other governmental entities that are consistent with the standards of the Agency.
- B. The Agency shall make efforts to enter into reciprocal agreements with other agencies that have similar certification standards and policies.
- C. In order to be certified as an SBE the business must meet all of the requirements contained in the SBE Policy, as applicable, and in this SBE Certification Criteria.
- D. In order for a joint venture or association to be recognized as an SBE, the joint venture or association must be organized pursuant to the Agency's SBE Policy and be approved by the Agency.
- E. The Agency will not recognize a subcontractor as an SBE if it sub-contracts more than 50 percent of its subcontract amount to non-SBEs.
- F. A contractor may substitute the amount of a purchase order to a SBE supplier for up to 15 percent of the SBE subcontractor goals. In order to be recognized, a supplier must perform a commercially useful function in the supply process. However, if the supplier is acting as a mere conduit such as a manufacturer's representative or broker then only the amount of the commission or three percent (3%), whichever is greater, will be credited towards meeting the SBE goals. If none of the work is to be subcontracted, SBE suppliers may be utilized without limitation.
- G. If a firm contends that it is an SBE, the Agency may request the owner to submit to the Agency an Application for Certification (Small Business Enterprise Affidavit) under penalty of perjury that swearing to the truth and accuracy of all statements made and material submitted to the Agency, including additional information. If certified by the HRC, a copy of a current HRC certification shall be submitted.
- H. An eligible SBE shall be an independent business. In determining whether a business is independent, the Agency shall examine the adequacy of the business's resources for the scope of work under a proposed contract, its financial independence, the extent of its equipment leasing, and its relationships with non-SBEs. Relationships with non-SBE firms will be scrutinized as to whether the SBE firm:
 - 1. Is known in the industry or trade to be operated by a non-SBE;
 - 2. Is operated in tandem with a non-SBE;

3. Has multiple licenses, some of which are affiliated with non-SBEs;
 4. Itself owns the equipment or trucks that are to be used on the job;
 5. Is listed in the telephone book, preferably in the Yellow Pages under the class for which it is seeking Agency recognition;
 6. Subcontracts back to, leases from, or is back-contracted or joint venturer(s) in an amount unrelated to shared risks and profits. Back contracting includes any agreement or other arrangement between a prime contractor and its subcontractor where the prime contractor performs or secures the performance of the subcontract in such a fashion and/or under such terms and conditions that the prime contractor enjoys the financial benefit of the subcontract. Said agreement or other arrangement includes, but is not limited to, situations where either a contractor or subcontractor agrees that any term, condition or obligation imposed upon the subcontractor by the subcontract shall be performed by or be the responsibility of the prime contractor.
 7. Maintains a permanent office separate from that of its sources of vehicles, subcontractors, the general contractor or from any joint venturer(s); and
 8. In the case of a supplier, carries the material being supplied as a regular part of its inventory.
- I. A SBE firm shall not have any formal or informal restrictions which limit the customary discretion of the owner. The owner should have the authority to perform all of the below functions:
1. Manage either the marketing or production aspects of the business;
 2. Be authorized to sign on all bank accounts, to draw against letters of credit, and to secure surety bonds and insurance; and
 3. Control the profit sharing, pensions or stock option plans.
- J. In order to be considered a Project Area SBE, the business must meet the definition of Project Area Small Business Enterprise in Article III, Definitions.
- K. In order to be considered a San Francisco-based SBE, the business must meet the definition of San Francisco-based SBE in Article III, Definitions.
- L. License Qualification Essential: If state or local law requires a person to have a particular license or other credential in order to own and/or control a certain type of firm, then the person(s) who owns and controls an SBE applicant firm of that type must possess the required license or credential. An owner of an SBE applicant firm who is employed by a non-SBE in a similar line of business of the

applicant firm and who is used to qualify a professional business as an SBE does not meet the Agency's SBE requirements of having management and control of the business. Likewise, an owner of an SBE applicant firm who is employed by a non-SBE construction firm and who is used to qualify a construction business as an SBE cannot meet the Agency's SBE requirements of having management and control of the business. An owner who is certified by the Agency for one profession, e.g., electrical engineering, cannot attribute that certification to another profession, e.g., mechanical engineering, unless he or she is registered for more than one professional license. By extension a certified SBE plumbing business must also be certified to perform electrical work to be an eligible SBE electrical contractor. For businesses that do not require a license, the managing owner must have training, education and work experience in that type of business.

- M. A business requesting to be acknowledged as an SBE shall supply the Agency with all such additional information as the Agency may deem relevant in order to make a determination of such status. If such information is not supplied within 45 days of it being requested, the Agency may consider the Application for certification withdrawn.
- N. A change in ownership of a firm will be carefully scrutinized. The following factors shall be considered:
 - 1. The reason of the timing of the change in ownership of the business relative to the time that bids are opened or proposals are considered;
 - 2. Whether the interest of a non-disadvantaged firm conflicts with the ownership and control requirements of this SBE Policy.
 - 3. Whether an employee-owner who had previous or continuing employee-employer relationship between or among present owners has management responsibilities and capabilities.
- O. Grandfather clause: Firms that were certified as Disadvantaged Minority-owned Business Enterprises (MBE) and Woman-owned Business Enterprises (WBE) in 2004 were automatically deemed certified as SBEs on the effective date of this policy so long as they continue to meet the economic and other standards for SBEs described in this SBE Policy.
- P. In its sole and absolute discretion, the Agency, in interpreting the provisions of this SBE Policy, may rely on the provisions, rules, standards, and other guidance under the Local Business Enterprise Program of the City and County of San Francisco, S.F. Administrative Code Chapter 14B, to the extent that those provisions, rules, standards, and guidance are consistent with this SBE Policy.
- Q. The SBE Agreement executed by the developer and/or contractor is the implementation document for the SBE Policy.

Attachment 7: Bid Outreach Strategies

Transbay Block 3 Park and Streetscape Project
Bid Outreach Strategies and Goals approved by OCII CMD (June 2024)

1. OCII SBE GOALS included in the Contract Specifications:

SFPW PM coordinated with the SF Contract Monitoring Division (“SF CMD”) and OCII Contract Compliance Department (“OCII CCD”) to revise Public Works standard specifications to ensure that applicable City contracting policies meet, to the greatest extent possible, the goals of OCII’s Small Business Enterprise (“SBE”) policy.

SFPW PM coordinated with OCII CCD and its agent, the Office of Economic and Workforce Development (“OEWD” or “CityBuild”), to ensure applicable City contracting specifications included in construction bid documents meet, to the greatest extent possible, the hiring and reporting goals of OCII’s Construction Workforce Program, which requires that contractors (regardless of tier) make good faith efforts to employ San Francisco residents for 50% of the hours by each trade needed to construct the Project.

2. PRE - BID OUTREACH by OCII:

Announce both anticipated Bid date and Pre -Bid meet and greet date in the following manner:

a. OCII made announcements at CAC meetings and distributed announcement flyer.

- 4/18/24 - Shipyard CAC Business & Employment Subcommittee meeting: bid announcement
- 5/9/24 – Transbay CAC: bid announcement and distributed flyers
- 5/9/24 - Mission Bay CAC: bid announcement and flyer sent to email distribution list
- 5/13/24 - Shipyard CAC: bid announcement and distributed flyers

b. OCII and Public Works finalized the announcement flyer to include the following language:

Public Works is committed to the Small Business Enterprise (SBE) Program and the participation of SBEs in contracting opportunities for the Phase I – Streetscape Infrastructure (Transbay Block 3 Park and Streetscape Improvements Project). It is the intent of Public Works to create a level playing field on which SBEs can compete fairly for contracts and subcontracts. SBEs are strongly encouraged to participate in this Contract. The Contractor will be required to ensure that San Francisco-based SBEs (LBEs) located in zip code areas 94124, 94134 and 94107 are given first consideration, followed by SBEs/LBEs located throughout the remainder of the city. SBEs outside of the city should only be utilized if local SF-based SBEs/LBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-San Francisco-based SBEs.

3. Website Announcements

a. PW Contract Administration ensured to advertise the bid on 7/5/24 on the following websites:

- Public Works: <https://bidopportunities.apps.sfdpw.org/CaseLoad/Details/2520>
- SF City Partner: [Link](#)

b. PW updated PW Project websites that link back to PW bid advertisement and bid opportunities site

RPD: <https://sfrecpark.org/1562/Transbay-Block-3-Park>

PW: <https://sfpublicworks.org/Block3Park>

4. Newspaper Announcements

- a. PW advertise in newspapers such as Bayview and Sun reporter
- b. PW contacted Clerk of the Board who submits an outreach advertisement concerning City government operations to newspapers (see below for more details)
Contact: Eileen Mchugh (BOS) :eileen.e.mchugh@sfgov.org

- **Bay Area Reporter**
- **Wind Newspaper,**
- **Sing Tao Daily,**
- **El Tecolote Newspaper,**
- **San Francisco Bay Times**
- **San Francisco Chronicle.**

5. Contact contractors directly concerning bid advertisement:

- a. PW PM contacted contractors directly via email:
 - Contractors on PWs LBE list that are licensed to perform the work.
 - Contractors that have demonstrated good faith efforts to work closely with City build on local hires.
 - Contractors who have performed similar scopes of work and carry necessary licenses to perform scopes of work.
- b. PW PM emailed OCII CMD's list of contractors and Individuals

6. Notify the following concerning the bid advertisement:

Chamber of Commerce:

African American Chamber of Commerce

Email: admin@sfaacc.org

Hispanic Chamber of Commerce

info@hccsf.com

Renaissance Staff & Associates

- Marcus Tartt, Renaissance Bayview, mtartt@rencenter.org
- Jenny Wong, Renaissance Bayview, jwong@rencenter.org
- Karina Bucciarelli, Renaissance Bayview, karina@rencenter.org
- Jerry Mathis, Renaissance, jmathis@rencenter.org
- Marsha Maloof, Maloof & Associates, marsha@maloofoassociatessf.com
- Rose Toney, Renaissance Consultant, toneytone@sbcglobal.net
- Mike Doherty, Understanding Ecommerce, Mike@understandingecommerce.com

Construction Partners

- Norm Hayes, Nibbi, normh@nibbi.com
- Kira Fuez, Nibbi, kiraf@nibbi.com
- Alpha Buie, Buie Porter Munson & Siller LLC, ajbuie8949@gmail.com
- Elizabeth Connely, SFPUC, econnely@sfwater.org
- Brian Kechter, Cahill, bkechter@cahill-sf.com
- Tiffany Tatum, SFPort, tiffany.tatum@sfport.com
- Jennifer Elmore, Merriwether & Williams, jelmore@imwis.com
- Patrick Smith, SFPUC, pmurrysmith@sfwater.org

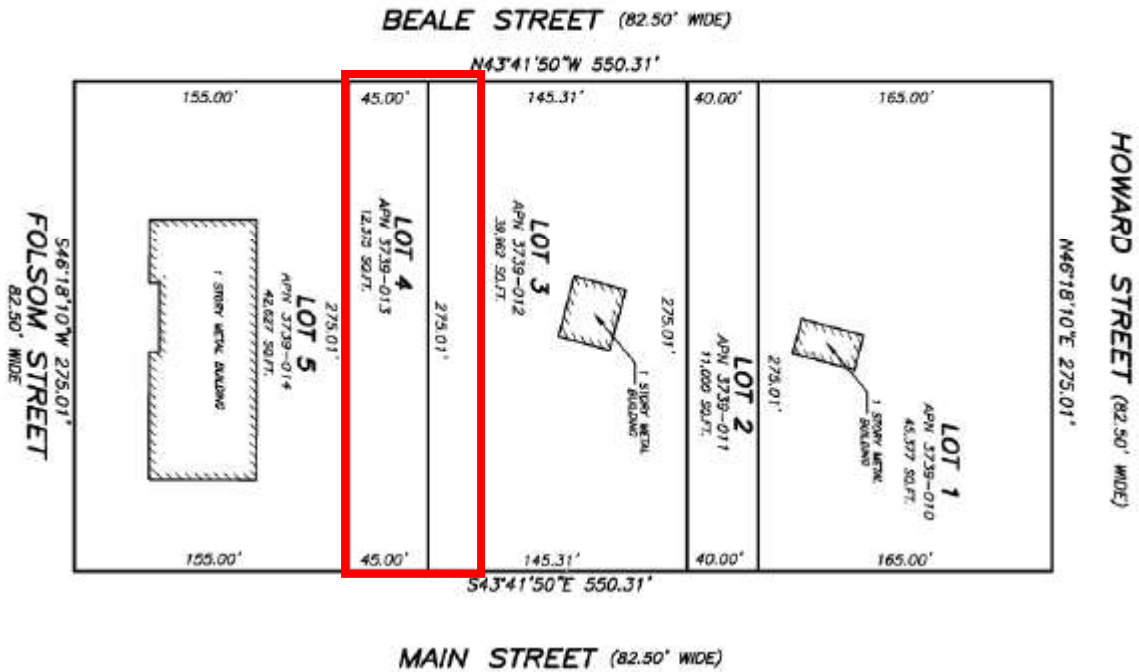
- Natasha Ravare-Evans, UCSF, natasha.ravare@ucsf.edu
 - Peter Jablonski, CMD, peter.jablonski@sfgov.org
 - Sharon Norwood, UCSF, sharon.norwood@ucsf.edu
 - James Dees, Nibbi, jamesd@nibbi.com
 - Maria Pecot, OCII, maria.pecot@sfgov.org
 - Wil Carney, Carney's Plastering, Wilcarneyplastering@gmail.com
 - Herman Badgett, DDB-LLC, badgetth@gmail.com
 - Deven Richardson, Cahill, drichardson@cahill-sf.com
 - Demetrius Williams, CIW & Sons Plumbing, demetrius@ciwsplumbing.com
 - Viki Chennault, Clark Construction, marivic.chennault@clarkconstruction.com
 - LaSonia Mansfield, Mansfield & Mansfield Construction Clean up, mansfieldmansfield380@yahoo.com
7. OCII and Public Works CMD reach out to 2nd and 3rd tier contractors - CMD to present background information on the project and importance of local subcontractor engagement at LBE Advisory Committee on April 4, 2024.
 8. OCII and Public Works CMD reach out to 2nd and 3rd tier contractors - CMD to present the announcement of the bid and importance of local subcontractor engagement at LBE Advisory Committee on April 4, 2024.
 9. **7/10/2024: PW CMD sent announcement of bid to their list of LBE's specific to project scope of work**
 - CONCRETE CONTRACTOR (C-8)
 - EARTHWORK & PAVING (C-12)
 - CONCRETE/RELATED SERVICES (D-6)
 - CONSTRUCTION TRAFFIC CONTROL SERVICES (C-31)
 - GENERAL ENGINEERING CONTRACTING(A)
 - PIPELINE CONTRACTOR (C-34)
 - WATER & SEWER TREATMENT SUPPLIES (EQ102)
 - PIPES, VALVES AND FITTING SUPPLIES (EQ129)
 - TRUCKING AND HAULING
 - landscape contractor (C27)
 - Electrical contractor (C10)

10. Pre-bid Meet and Greet:

Venue suggested by OCII: South East Community Center

Attachment 8: Permit Area

Attachment A - Permit Area



Phase I – Streetscape Infrastructure Project Permit Area
(includes Lot 4 and 25ft within southern portion of Lot 3)

**Attachment 9: Contractor Insurance
Requirements (Specification 007316)**

SECTION 00 73 16

INSURANCE REQUIREMENTS

1.1 SUMMARY

- A. This Document includes insurance requirements, which amend Article 11 of the General Conditions.

1.2 CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor shall maintain in full force and effect, for the period covered by the Contract, the following liability insurance with the following minimum specified coverages or coverages as required by laws and regulations, whichever is greater:
 - 1. Worker's Compensation in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000 each accident, injury, or illness. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
 - 2. Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage, including coverage for Contractual Liability, independent contractors, Explosion, Collapse, and Underground (XCU), Personal Injury, Broadform Property Damage, and completed operations.
 - 3. Commercial Automobile Liability insurance with limits not less than **\$1,000,000** each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

1.3 ADDITIONAL COVERAGES

- A. Professional Liability Insurance: In the event that Contractor employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans and specifications, Contractor shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.
- B. Environmental Pollution Liability: The Contractor, or its subcontractors, who perform abatement of hazardous or contaminated materials removal shall maintain in force, throughout the term of this Contract, Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions insurance applicable to the work being performed with limits not less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year, including coverages for on-site or off-site third party claims for bodily injury and property damage. This coverage shall also be endorsed to include Non-Owned Disposal Site coverage.
 - 1. The Business Auto Liability Policy should be endorsed to include an auto pollution Additional Insured Endorsement.
 - 2. Per the Federal Motor Carrier Safety Administration, Form MCS-90 for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 must be provided.

1.4 INSURANCE FOR OTHERS

- A. For general liability, environmental pollution liability and automobile liability insurance,

- Contractor shall include as additional insured, the City, its board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them.
- B. Other parties to be protected by Contractor's liability insurance shall be as follows:
1. City's consultants and/or subconsultants: Baseline Consulting, Avila.
 2. Non-City Agencies: Office of Community Investment and Infrastructure (OCII).

1.5 FORMS OF POLICIES AND OTHER INSURANCE REQUIREMENTS

- A. Before commencement of the Work of this Contract, or in an emergency, as soon thereafter as possible, certificates of insurance and policy endorsements in form and with insurers acceptable to the City, evidencing all required insurance and with proper endorsements from Contractor's insurance carrier identifying as additional insureds the parties indicated under Article "Insurance for Others" above, shall be furnished to the City, with complete copies of policies to be furnished to the City promptly upon request. Contractor will be allowed a maximum of 10 working days, after the date on which the Contract is awarded, or after the emergency work is commenced, in which to deliver appropriate bond and insurance certificates and endorsements.
- B. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor or subcontractor of any tier may be held responsible for payment of any and all damages resulting from its operations. Contractor shall be responsible for all losses not covered by the policy, excluding damage caused by earthquake and flood consistent with section 7105 of the California Public Contract Code in excess of 5 percent of the Contract Sum, including the deductibles. All policies of insurance and certificates shall be satisfactory to the City.
- C. The Contractor and its subcontractors shall comply with the provisions of California Labor Code section 3700. Prior to commencing the performance of work, the Contractor and all of its subcontractors shall submit to the awarding department a certificate of insurance against liability for workers compensation or proof of self-insurance in accordance with the provisions of the California Labor Code.
- D. Liability insurance, with an allowable exception for professional liability insurance, shall be on an occurrence basis, and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.
- E. Except for professional liability insurance, should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such general annual aggregate limit shall be two times the occurrence limits stipulated. City reserves the right to increase any insurance requirement as needed and as appropriate.
- F. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Contract, and without lapse, for a period 4 years beyond the Contract Final Completion date, to the effect that, should occurrences during the Contract term give rise to claims made after expiration of the Contract, such claims shall be covered by such claims-made policies.
- G. Contractor shall provide 30 days' advance written notice to the City of cancellation, intended non-renewal, or reduction in coverage, except for non-payment for which no less than 10

days' notice shall be provided to City. All notices shall be made to:

Manager, Contract Administration Division
City and County of San Francisco
49 South Van Ness Avenue, Suite 1600
San Francisco, CA 94103.

- H. Contractor, upon notification of receipt by the City of any such notice, shall file with the City a certificate of the required new or renewed policy at least 10 days before the effective date of such cancellation, change or expiration, with a complete copy of the new or renewed policy.
- I. If, at any time during the life of this Contract, Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at City's sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the City as provided in the immediately preceding Subparagraph "G" that such insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the City.
- J. Any failure to maintain any item of the required insurance may, at City's sole option, be sufficient cause for termination for default of this Contract.

1.6 QUALIFICATIONS

- A. Insurance companies shall be legally authorized to engage in the business of furnishing insurance in the State of California. All insurance companies shall have a current A.M. Best Rating not less than "A-, VIII" or comparable rating and shall be satisfactory to the City.

END OF SECTION

Attachment 10: Contract Specifications and Addendum related to Hazardous Material Acknowledgement and Indemnification

SECTION 00 72 00 GENERAL CONDITIONS

Article 3-Contractor's Responsibilities

- **Paragraph 3.03 Unforeseen or Differing Conditions**

A. Consistent with section 7104 of the California Public Contract Code, if any of the following conditions are encountered at the Site, Contractor shall promptly, and before such conditions are disturbed, notify the City in writing.

1. Material that Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing Law.

F. Only if the City determines, in its sole and reasonable discretion, that the conditions reported do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost or time required to perform all or part of the Work, will the City issue a Change Order as provided in Article 6 of these General Conditions. If the City determines that a differing condition exists, Contractor shall promptly submit a Cost Proposal and/or Time Adjustment Proposal, as appropriate, per Article 6 to facilitate the timely negotiation and execution of a Change Order.

ADDENDUM NO 1. *Sourcing Event ID 0000009560 Phase I-Street Infrastructure (Transbay Block 3 Park and Streetscape Improvements Project) issued August 7, 2024*

- **Paragraph 3.19 Indemnification** (revisions in italics)

- A. "Consistent with California Civil Code section 2782, Contractor shall assume the defense of, indemnify and hold harmless the City, City boards and commissions, *the Successor Agency to the Redevelopment Agency of the City and County of San Francisco, a public body organized and existing under the laws of the state of California, and commonly known as the Office of Community Investment and Infrastructure ("OCII")*, *OCII commissioners, members, officers, agents and employees*, other parties designated in Article "Insurance for Others" of Section 00 73 16, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance of the Work. This indemnification shall not be valid in the instance where the loss is caused by the sole negligence or willful misconduct of any person indemnified herein. Contractor's obligations under this Paragraph apply regardless of whether or not such claim, suit, action, loss or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the City under any provision of this Contract, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between Contractor and City or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City."

Attachment 10: Contract Specifications and Addendum related to Hazardous Material Acknowledgement and Indemnification

SECTION 00 72 00 GENERAL CONDITIONS

Article 3-Contractor's Responsibilities

- **Paragraph 3.19 Indemnification**

A1. Contractor's defense, indemnity and hold harmless obligations shall extend to City Consultants (e.g., design professionals and construction managers) providing services under separate written agreement with the City covering any portion of the Project and designated as additional insureds in Article "Insurance for Others" of Section 00 73 16.

A2. Contractor's defense, indemnity and hold harmless obligations shall not extend to the liability of a City Consultant designated as additional insured in Article "Insurance for Others" of Section 00 73 16 or its agents, employees or subconsultants arising out of, connected with or resulting from such indemnitee's own active negligence, errors or omissions or from (1) such indemnitee's preparation or approval of maps, plans, opinions, reports, surveys, Change Orders, designs or Specifications, or (2) such indemnitee's issuance of or failure to issue directions or instructions provided that such issuance or failure to issue is the primary cause of the damage or injury.

B. Contractor acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste or contaminated material as a result of the Work performed under this Contract are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity.

Article 12- Safety

- **Paragraph 12.01 Precautions and Programs**

C. Contractor shall perform all Work relating to hazardous materials as required by the Contract Documents. Contractor and its Subcontractors shall comply with all federal, state and local statutes and regulations on training, handling, storage, public notification and disposal of hazardous materials and hazardous wastes. In the event that Contractor or its Subcontractors introduces and/or discharges, spills or releases a hazardous material onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a hazardous material identified in the Contract Documents or Reference Documents, the Contractor shall immediately notify the City Representative and any required agencies of the spill, release or discharge and Contractor shall stop the Work, and cordon off the affected area to secure entry. Removal and disposal of the hazardous material, if deemed necessary by the City, will, at the discretion of the City, be performed either by the City at Contractor's expense or by Contractor, through a qualified remediation Subcontractor, at Contractor's expense. Under no Circumstance shall the Contractor perform remediation Work for which it is not qualified.

D. Should Contractor or any of its Subcontractors, while performing Work on the Site, unexpectedly encounter any hazardous material not show in the Contract Documents or Reference Documents, or have reason to believe that any other material encountered may be a hazard to human health and safety and/or the environment, Contractor shall stop the Work, cordon off the affected area to secure entry, and shall immediately notify the City Representative. Removal and disposal of the hazardous material not shown in the Contract

**Attachment 10: Contract Specifications and Addendum related to Hazardous Material
Acknowledgement and Indemnification**

Documents or Reference Documents, if deemed necessary by the City, will be performed as directed by the City at the City's expense. In the event that Contractor is delayed in the completion of the Contract Work solely because of such hazardous materials or conditions not previously identified in the Contract Documents or Reference Documents, the Contractor shall be entitled to an extension of time in accordance with Article 7 of these General Conditions.