

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 52-2015

Adopted, August 18, 2015

AUTHORIZING, PURSUANT TO THE TRANSBAY IMPLEMENTATION AGREEMENT, A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY AND COUNTY OF SAN FRANCISCO, ACTING THROUGH ITS DEPARTMENT OF PUBLIC WORKS TO INCREASE FUNDING FOR THE TRANSBAY FOLSOM STREET IMPROVEMENT PROJECT IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$345,861 FOR AN AGGREGATE OF \$829,253; TRANSBAY REDEVELOPMENT PROJECT AREA

WHEREAS, The Office of Community Investment and Infrastructure (“OCII”), as Successor Agency to the Redevelopment Agency of the City and County of San Francisco, and the San Francisco Department of Public Works (“SFDPW”), collectively referred to as the “Parties,” entered into a Memorandum of Understanding (“MOU”) as of September 17, 2013, regarding design review and project management services for the Transbay Folsom Street Improvement Project (the “Project”); and,

WHEREAS, The MOU incorporates a scope of work outlined in the Transbay Folsom Street Improvement Project Agreement, which divided the Project into two phases of work. The Phase 1 Scope of Work provides design review services through 50% construction documentation; permit application coordination, conceptual designs for traffic signals, and approvals for the Project designed by OCII through its contract with Conger Moss Guillard Landscape Architecture (“CMG”). SFDPW has entered into an ancillary Letters of Agreement with the San Francisco Municipal Transportation Agency (“SFMTA”) and the San Francisco Public Utilities Commission (“SFPUC”) to assist with the implementation of the Project. Although both scopes of work for Phase 1 and Phase 2 are addressed in the MOU, to date only the Phase 1 costs of \$483,662 has been contracted with SFDPW. Currently, the Project team has completed nearly all of the Phase 1’s scope of work including the 50% construction documentation, thus requiring a First Amendment to the MOU to begin work on Phase 2 related work; and,

WHEREAS, Under the MOU, Phase 2 covers 100% construction documentation, bidding/contracting services, construction management, inspection, and acceptance services. To maintain the Project schedule and properly sequence the required work, OCII is breaking out Phase 2 into three Subphases - Phase 2A, 2B, and 2C. Subphase 2A provides funding to complete the necessary work from 50% construction documentation to 100% construction documentation (permit submission). The scope of work for Subphase 2B includes the necessary work to bid and contract the Project and is anticipated to be brought to the Commission in October 2015. The Subphase 2C scope of work covers the construction of the Project and is anticipated to be brought to the Commission in the first quarter of 2016; and,

WHEREAS, To maintain the Project schedule, the Phase 2A scope of work required to be performed includes (1) traffic signal construction documentation design; (2) private property investigations; (3) public outreach regarding construction of the

Project; (4) Community Benefit District coordination; (5) application and permit fees, and; (6) DPW project management costs to oversee the Subphase 2A work. The cost for Subphase 2A items is \$310,861; and,

WHEREAS, Included within the Subphase 2A cost is an additional expense to the above referenced tasks described in the MOU as it pertains to staffing time, review and approval coordination by the SFMTA Livable Streets which was not originally considered in the MOU. In addition, funds are needed for the SFMTA Livable Streets section to review the CMG design documents, draft required legislation to its Board, and present the Project to multiple committees. The cost for this item is an additional \$35,000. Combined with the Subphase 2A required funding of \$310,861, the aggregate total cost of the First Amendment is \$345,861; and,

WHEREAS, OCII desires to have SFDPW perform the Subphase 2A scope of work through this First Amendment and increase the professional services fees to include the amount of \$345,861, in addition to the contract amount of \$483,662, for an overall total aggregate amount of \$829,523; and,

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

WHEREAS, Expenditures for the Transbay Folsom Streetscape Improvements are included in OCII's approved Recognized Obligation Payment Schedule for the July to December 2015 period ("ROPS 15-16A") as Item #107. Staff will include Project expenditures for the January to June 2016 period ("ROPS 15-16B"). Sufficient funds are available to continue with the First Amendment; and,

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

RESOLVED, That the Commission hereby approves, substantially in the form of the attached to the Commission memorandum accompanying this resolution, the First Amendment to the MOU with the SFDPW for the Transbay Folsom Street Improvements including funding of the Subphase 2A scope of work; and, be it further

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

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of August 18, 2015.



Commission Secretary