

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 30-2021

Adopted September 21, 2021

AUTHORIZING, PURSUANT TO THE TRANSBAY IMPLEMENTATION AGREEMENT, A FOURTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE CITY AND COUNTY OF SAN FRANCISCO, ACTING THROUGH ITS DEPARTMENT OF PUBLIC WORKS, TO EXTEND THE TERM OF THE MOU FROM SEPTEMBER 17, 2020 UNTIL SEPTEMBER 30, 2024, TO COMPLETE POST CONSTRUCTION ADMINISTRATIVE ACTIVITIES FOR THE TRANSBAY FOLSOM STREET IMPROVEMENT PROJECT; TRANSBAY REDEVELOPMENT PROJECT AREA

WHEREAS, On September 17, 2013, the Successor Agency Commission (commonly known as the Commission on Community Investment and Infrastructure or “Commission”) approved, by Resolution No. 46-2013, a Memorandum of Understanding (“MOU”) between the Office of Community Investment and Infrastructure (“OCII”) and the San Francisco Department of Public Works (“SFPW”) regarding design review and project management services for the Transbay Folsom Street Improvement Project (the “Project”) for a term of three years (“Term”) that initially expired on September 17, 2016 and that was subsequently extended; and,

WHEREAS, OCII is responsible for that portion of the Project on Folsom Street within the Transbay Redevelopment Project Area (“Project Area”), which is the area between the western edge of the Salesforce Transit Center bus ramp and Spear Street; and,

WHEREAS, The Redevelopment Dissolution Law authorizes OCII to incur indebtedness for the infrastructure required under the Transbay Implementation Agreement. Cal. Health & Safety Code § 34177.7 (a) (1) (B). OCII issued bonds to fund Transbay infrastructure costs including design and construction of the Project. In aggregate, \$19,079,347 of these bond funds were set aside to be used solely for the design and construction of the Project, restricted for these purposes as required by SFPW, and to be used by OCII to reimburse SFPW for all costs of the Project within the Project Area; and,

WHEREAS, The MOU divided the Project into two phases of work. Phase 1 covered design development, permit and approvals and Phase 2 covered 100% construction documentation, bidding and contracting services, construction management, inspection, and acceptance services. The MOU included OCII funding only for Phase 1 services and anticipated that OCII would fund Phase 2 by amending the MOU at a later date; and,

WHEREAS, On August 18, 2015, the Commission approved, by Resolution No. 52-2015, a First Amendment to the MOU which increased the scope of work to include private property investigations, traffic signal design, public outreach, coordination with the East Cut Community Business District, and SFMTA Livable Streets processing; and,

WHEREAS, On March 21, 2017, the Commission approved, by Resolution No. 13-2017, a Second Amendment to the MOU to increase the scope of work for SFPW to review and prepare the Project plans through 100% construction documentation, as well as all documentation necessary to bid and award the Project. The Second Amendment also modified the Term of the MOU to seven years from the date the agreement was originally executed, establishing September 17, 2020, as the MOU's termination date; and,

WHEREAS, On June 19, 2018, the Commission approved, by Resolution No. 28-2018, the Third Amendment to the MOU ("Third Amendment," attached as Exhibit 1) increasing the scope of work to include the general contractor construction contract amount; SFPW construction management, inspection, and acceptance services; and construction support services from SFMTA and SFPUC. The Third Amendment authorized the use of an additional \$17,966,556 of existing OCII bond proceeds to fund the expanded scope of the MOU and established a total aggregate MOU amount of \$19,079,347; and,

WHEREAS, The Third Amendment provided that construction would commence in September of 2018 and finish in July of 2020 ("Original Construction Schedule"), but SFPW did not issue a Notice to Proceed to the general contractor until after May 30, 2019, which was nearly nine months behind the Original Construction Schedule. The COVID-19 pandemic also caused a delay in the construction schedule and SFPW ultimately extended the Project's Final Completion date to March 2021; and,

WHEREAS, SFPW and OCII did not amend the term of the MOU, as established in the Third Amendment, to correspond with the revised construction completion timeline; and,

WHEREAS, The Third Amendment included a Construction Management Plan that describes, among other things, a Long-Term Plant Establishment ("LTPE") period that occurs after Substantial Completion and that involves observations over a three-year period of any conditions which may impede proper plant establishment and/or growth of completed landscaping. Attachment H to the Third Amendment established a Construction Cost Budget that included "Landscape Support" in which SFPW would provide "review of submittals, final inspections including observation during landscape maintenance period and other support as needed" at a cost of \$45,108. Additionally, the construction contract for the Project includes a schedule of values that specifies the cost of each construction element and activity. This schedule of values states that the general contractor's cost to perform the LTPE services is \$45,000 per year for a three-year period plus a \$20,000 allowance for the replacement of vandalized plants. Therefore, the complete cost of SFPW's Landscape Support services in combination with the general contractor's scope of work for the LTPE period is \$200,108; and,

WHEREAS, SFPW's general contractor substantially completed all construction work for the Project on February 17, 2021 and as a result SFPW triggered the LTPE period in accordance with the LTPE terms specified in the Construction Management Plan; and,

WHEREAS, SFPW and OCII did not include, in the Third Amendment, an extension of the term to cover the additional three-year maintenance period after construction, i.e. the LTPE period, during which SFPW would conduct maintenance observations; and,

WHEREAS, Staff now seeks Commission approval of a Fourth Amendment to the MOU to include the three-year LTPE period with the previously-approved budget for final inspections and observation of the landscape and to extend retroactively the term of the MOU from September 17, 2020 through September 30, 2024, for the purpose of authorizing SFPW to provide the remaining Project services and to close out the Project, and to invoice OCII until close out, ("Fourth Amendment," attached as Exhibit 2); and,

WHEREAS SFPW and OCII agree that the terms of MOU shall remain in effect, except as amended in the Fourth Amendment, that the Fourth Amendment does not increase OCII's financial obligations beyond what was previously authorized, and that OCII's expenditure of funds under the Fourth Amendment is subject to approval by the California Department of Finance of OCII's Recognized Obligation Payment Schedule; and,

WHEREAS, On June 19, 2018, by Resolution No. 28-2018, the Commission, acting as Responsible Agency pursuant to the California Environmental Quality Act ("CEQA") Guidelines Sections 15050 (b) and 15096, adopted as its own the Planning Commission CEQA findings in the Transit Center District Plan Final Environmental Impact Report ("TCDP FEIR") and addendum, and adopted a statement of overriding considerations confirming that the project described in the TCDP FEIR will have significant project-specific effects on the environment, and that the Project as studied in the Addendum is within the scope of the project analyzed in the TCDP FEIR. The Fourth Amendments extension of time to allow OCII to reimburse costs associated with the completed Project does not alter the findings made by the Commission under Resolution No. 28-2018; and,

WHEREAS, The Commission's approval of the Fourth Amendment's extension of time under the MOU for payment of SFPW's inspection and observations services during the LTPE period is categorically exempt from environmental review pursuant to Section 15301 and 15304 of the CEQA Guidelines because it consists of maintenance or minor alternations of existing public landscaping. Now, therefore, be it

RESOLVED, That the Commission hereby approves, substantially in the form of Exhibit 1 to this Resolution to the Commission, the Fourth Amendment to the MOU with SFPW for the Project retroactively extending the Term of the agreement from September 17, 2020 to September 30, 2024; 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 Fourth Amendment, provided, however, the actions do not materially increase the liability of OCII.

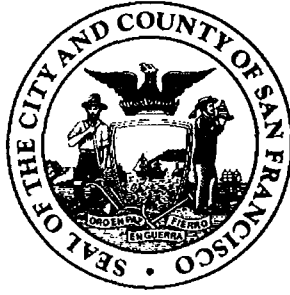
I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of September 21, 2021.



Commission Secretary

Exhibit 1 – Third Amendment to the FSIP MOU

Exhibit 2 – Form of Fourth Amendment to the FSIP MOU



TRANSBAY FOLSOM STREET IMPROVEMENT PROJECT AGREEMENT

between

DEPARTMENT OF PUBLIC WORKS

and

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

September 17, 2013

Amended August 18, 2015 (Amendment 1)

Amended March 21, 2017 (Amendment 2)

Amended June 19, 2018 (Amendment 3)

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I. PROJECT DESCRIPTION

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

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

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

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

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

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

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

The Project is comprised of 2 phases of work:

Phase 1 - The Design Development, Permit and Approvals Phase

Phase 2 - The Construction Documents, Bid, and Inspection Phase

II. PROJECT TEAM

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

- A. Department of Public Works**
 - 1. Infrastructure Design & Construction (IDC) Staff:**
 - a. Project Manager I (5502)
 - b. Project Lead Streets & Highways (5241)
 - c. Industrial / Electrical / Mechanical (5241)
 - d. Hydraulic Engineering (5207)
 - e. Street Use & Mapping (5241)
 - f. Disability Access Coordinator (6335)
 - g. Contract Preparation & Project Controls (5272)
 - h. Construction Management Inspection Services (5241)
 - i. Assistant Project Manager (5201)
 - j. Environmental Assistant (5638)
 - 2. Building Design & Construction (BDC) Staff:**
 - a. Landscape Architect (5274)
 - 3. Site Assessment & Remediation (SAR) Staff:**
 - a. Site Assessment & Remediation (0931)
 - 4. Business Services Division (BSD) Staff:**
 - a. Principal Accountant (1654)
- B. San Francisco Municipal Transportation Agency (MTA):**
 - 1. City Traffic Engineer
 - 2. Senior Engineer
 - 3. Assistant/Associate Engineer
- C. San Francisco Public Utilities Commission (PUC) Staff:**
 - 1. Program Development and Policy Manager
- D. Office of Community Investment and Infrastructure:**
 - 1. Project Manager
 - 2. Development Specialist
 - 3. CMG (Design Consultant)

III. PROJECT SCHEDULE AND DELIVERABLES

The term of this contract shall be seven years from the date of execution. The delivery dates will be based on submittal of the design documents by CMG and OCII. CMG will provide DPW with 12 bound sets and 1 DVD of the drawings for each design package. DPW estimates 2 months from the receipt of each design package as detailed below to distribute drawings, complete the review, meet with the designers, and consolidate comments from the agencies and return comments to CMG.

It is understood that the Project schedule may be revised as the Project scope evolves and becomes better defined during the later stages of the design development phase. Modification to the Project schedule will be the subject of negotiation and mutual acceptance by OCII and DPW.

Phase 1 Deliverables are:	Due Date
Schematic Design Package comments	Complete
50% Design Development (DD) Package comments	Complete
100% Design Development Package comments	Complete
50% Construction Document (CD) Package comments	Complete

Phase 2 Deliverables are:	Due Date
95% Construction Document Package comments	Complete
100% Construction Document Package comments	Complete
Bid	Complete
Award	June 2018
Construction Management / Inspections	September 2018-July 2020

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

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

Attachment A is the Roles and Responsibilities Matrix that details the project tasks and identifies primary responsibilities for each task. A summary of the matrix is as follows:

1. **Design Review and Comments:** DPW will route all design packages through City departments for review, input and guidance. DPW will coordinate feedback, sort out conflicts and prepare regular status reports to OCII. CMG will submit the following design packages:
 - a. **100 % Schematic Design (“100% SD”):** Review and Comment on 100 % Schematic Design (DPW coordinated review by all Agencies, completed on 10/29/12)
 - b. **Cost Estimate:** Review Cost Estimates on Schematic Design Package (BCD)
 - c. **50% Design Development:** Review and Comment on 50% Design Development Document Package and Cost Estimate (DPW to coordinate review by all Agencies)
 - d. **100% Design Development:** Review 100% Design Development Document Package, Specification Outline, and Cost Estimate (DPW to coordinate review by all Agencies)

- e. **50% Construction Document:** Review Construction Documents, Draft Specifications, and Cost Estimates (DPW to coordinate review by all Agencies)
- 2. **Project Meetings:** Site Visit and Internal Design Team Meeting at each Phase (100%SD, 50%DD, 100%DD, and 50%DD), up to three monthly meetings with OCII and CMG, four comment review meetings with CMG: one after each phase.
- 3. **Project Approvals:** The lead agency is noted in parenthesis after the task. OCII will be responsible for payment of all application and permit fees.
 - a. Prepare Notice of Intent to Construct (“NOI”) to all utility companies (IDC)
 - b. Add project to 5-year Plan (IDC)
 - c. Present project to Committee for Utility Liaison on Construction and Other Projects (CULCOP), Interdepartmental Staff Committee on Traffic and Transportation for temporary street closures (ISCOTT), and Transportation Advisory Staff Committee (TASC) (IDC)
 - d. Obtain approval from TASC and ISCOTT on sidewalk legislation (IDC)
 - e. Coordinate application and hearing for parking removal (MTA)
 - f. Obtain approval for non-standard pavements and replacements (IDC)
 - g. Board of Supervisors approvals for sidewalk widths and curb line modifications (IDC)
 - h. Special Traffic Permit for bicycle lane changes(MTA)
- 4. **Additional Studies/Reviews:**
 - a. **Site Assessment and Remediation (SAR):** Conduct Article 20 analysis of soil for hazardous waste, Hazardous material soils engineering.
 - 1. Site history
 - 2. Site soil investigation
 - 3. Environmental reports, plans, and specifications review
 - 4. Design coordination with the design team, City and regulatory agencies
 - b. **Disability Access (ADA) Review:** Coordinate with the DPW Disability Access Coordinator (DAC) to develop project American Disability Act (ADA) Parameters and ensure the project is designed to comply with these parameters.
 - 1. Obtain final sign-off by the DAC for permit documents.
 - 2. Coordinate with the DAC for on-site inspection during the construction phase and follow-up with required actions, if any
- 5. **Traffic Planning:** San Francisco Municipal Transportation Agency (MTA) will perform this task led by DPW, OCII, and CMG.
 - a. Provide input on construction phasing to accommodate access to sidewalks, roadways to/from streets and adjacent properties and minimize impacts on pedestrians, transit, and vehicle traffic
 - b. Provide conceptual signal design (coordinate with Electrical Section (ELE), traffic signing plans, instructions on implementation of signals and signs, traffic routing plans, specifications & cost estimates (lane requirements, Muni, detours, final striping, etc.) Specific transportation planning tasks include, but are not limited to the following:
 - 1. Parking meters and utility requirements
 - 2. Provide minimum requirements for block parking meter stations

3. Traffic, security, safety design details
 4. Traffic signal design
 5. Traffic engineering studies or modeling
 6. Obtain permission to remove Taxi only lane
 7. Apply for and attend hearings, and meet with affected parties with respect to two-way Folsom
 8. Coordinate between DPW, MTA, and BLHP to determine whether existing conduits, pole foundations, and spacing could be re-used for new street lights for joint utility and City-owned poles
6. **Utility Coordination and Review:** DPW will assist in procuring the necessary approvals from PUC and will lead the coordination effort with all other utility providers as outlined below:
- a. **PUC Review:** The San Francisco Public Utilities Commission (PUC) will be responsible for reviewing all design package submittals and assisting with replacement of PUC owned utilities
 1. Determine sewer, water, and fire suppression replacements
 2. DPW to secure approval from PUC for street lighting and power for signals alterations, potable and non-potable water systems, and sanitary systems
 - b. **3rd Party Utilities (PG&E, AT&T, and other 3rd Party Utilities):** DPW will take the lead in coordinating with all third party utility companies including: PG&E, PUC, telephone, data, and television. If utility work is needed from third party utilities during the course of design, DPW shall inform PUC and request that they pay the fees through their existing encumbrances with the various utility providers. PUC will then include any such payment in their reimbursement request.
 1. DPW will act as the coordinator and assist in communication between the designer of record and the utility providers
 2. CMG, as the designer of record, prepares drawings and description of work for the Notice of Intent (NOI) as well as transmittals to the utility providers
 3. DPW submits the NOI to the utility providers and collects and transfers information to/from CMG
 4. CMG, as the designer of record, retains responsibility for design issues related to new and existing utilities and production of any drawings needed for coordination purposes
 5. CMG, as the designer of record, is responsible for preparing a utility composite. CMG shall also identify all conflicts between existing utilities and their design that might require utility relocations. Their design should account for all known existing conditions including utilities.
 6. CMG, as the designer of record, shall prepare any technical design information and drawings for DPW to transmit to the utility providers
 7. DPW will provide advice to the Agency and CMG on how to resolve conflicts with utilities if and when issue arises
 - c. **Meetings:** Attend a maximum of two meetings related to utility coordination. Give one presentation to utility agency staff.

7. **MTA Livable Streets section:** Review drawing sets by CMG; draft legislation for MTA Board; present project at TASC, SCOTT, and the Committee for Utility Liaison on Construction and Other Projects (CULCOP).

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

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

The Phase 2A work is:

1. Traffic signal construction documentation design;

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

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

2. Private property investigations;

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

3. Public outreach regarding construction of the Project;

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

4. Community Benefit District coordination;

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

will provide.

5. Application and permit fees;

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

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

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

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

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

The Subphase 2B work is:

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

Project per Attachment F.

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

The Subphase 2C work is:

1. Project Management:

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

2. Construction Management:

- a. The DPW Construction Management group (CM) consists of DPW Infrastructure Design & Construction (IDC), Building Design & Construction (BDC), and Site Assessment & Remediation (SAR). The CM group will be responsible for providing oversight management of the construction of the Project to ensure it is delivered on time, on budget, safely, and in conformance with the approved Project construction plans ("Project Construction Plans"). The "SFPW Construction Management Plan for the Folsom Streetscape Improvement Project" (Attachment I) designates the CM services to be provided by DPW as summarized below:
 1. CM will ensure that the Contractor acquires all required City agency

permits prior to the start of work, obtains all required City approvals and inspections during construction, certifies substantial completion for the Construction Contract work, facilitates walkthroughs and punch list generation, and reviews and certifies Project as-built plans.

2. CM will provide project coordination with the Contractor, City agencies and outside utility companies.
3. CM will provide oversight of office and inspection staff to ensure proper coverage of field activities.
4. CM will ensure all required tests and quality control measures are performed per contract specifications.
5. CM will participate in negotiations involving time/schedule impact analysis and extra work, review project change orders, payments, and construction documents to ensure compliance with Project Construction Plans, specifications, and the Construction Cost Budget.
6. CM will ensure that the Project meets the workforce requirements as provided in the Workforce Requirements section of this Agreement and other applicable standards based on the City's Local Hire Policy for Construction, S.F. Admin. Code § 6.22 (G) ("Local Hire Policy"), on all work related to this Agreement.
7. CM will ensure that the Project meets the contracting requirements as provided in the Contracting Requirements section of this Agreement.

3. Additional Construction Services

- a. In addition to DPW providing PM and CM services, DPW Streets and Highways Section (ESH), Electrical Section (ELE), and Hydraulics (HS) shall provide Project construction services as follows:
 1. ESH will act as Project Engineer of Record to coordinate between the City designers and the consultant design team, attend and conduct bi-weekly design coordination meetings, attend weekly coordination meetings as needed with the PM, CM, Contractor and OCII.
 2. ELE will provide construction support to the CM staff as necessary for scope of work regarding the street lights, conduits, pull boxes, traffic signals, and perform final walk through inspection upon completion of construction.
 3. HS will visit the construction site, attend site meetings and provide construction support to CM staff as necessary, inspect hydraulic facilities installed during construction, and perform final walks and punchlists upon completion of construction.
- b. DPW will enter into agreements with PUC and MTA to provide construction services for the Project to ensure that the Project is constructed in accordance with the Project Construction Plans. PUC and MTA Projects construction responsibilities are as follows:
 1. PUC City Distribution Division (CDD) - CDD will provide construction support to the CM as necessary for scope of work regarding the water main, water valves, low pressure fire hydrants, and perform a final walk through inspection upon completion of construction.

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

4. Project Coordination:

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

5. Workforce Requirements:

- a. DPW will ensure that the Project meets the workforce requirements and other applicable standards based on the City's Local Hire Policy for Construction, S.F. Admin. Code § 6.22 (G) ("Local Hire Policy"), on all work related to construction of the Project. For construction services, D P W shall apply the following requirements to each prime contractor and subcontractor that performs project work in excess of \$400,000, as that amount may be amended; with regard to project work actually performed by the Contractor and work included under any subcontract, including all work performed by a subcontractor and all lower tier subcontractors under the subcontract:

1. The mandatory participation level is 30%, or the level determined by the Board of Supervisors that is in effect at the time of execution of this Agreement, of all

project work hours within each trade performed by local residents, with no less than 15% of all project work hours within each trade performed by disadvantaged workers. If the Board of Supervisors has increased the mandatory participation level beyond 30%, one-half of the specified percentage of project work hours within each trade shall be performed by disadvantaged workers.

2. At least 50% of the project work hours performed by apprentices within each trade shall be performed by local residents, with no less than 25% of project work hours performed by apprentices within each trade to be performed by disadvantaged workers.
3. OCII will rely on applicable standards in the City's Local Hire Policy in lieu of OCII's Construction Workforce Program. DPW will provide, or authorize OEWD to provide, monthly construction workforce reports and, upon request, other ad hoc reports to OCII.

6. Contracting Requirements:

- a. DPW will ensure that the Project (resulting from Subphase 2C work) meets the Local Business Enterprise (LBE) contracting requirements pursuant to Chapter 14B of the San Francisco Administrative Code. Because of mixed funding in the Project, OCII and DPW have agreed to implement the City's LBE program in lieu of OCII's small business enterprise (SBE) program. OCII, DPW, and the Contract Monitoring Division (CMD) of the San Francisco General Services Agency have agreed that a 25 percent local business enterprise (LBE) subcontractor participation requirement will be enforced on the Project. CMD will enforce the Chapter 14B requirements, including bid discount application, good faith efforts determination, and report gathering, among others. CMD and DPW will confer with OCII on the selection of a contractor prior to award of a contract and will advise OCII of any subcontractor changes during the performance of the contract, including change orders and subcontractor participation in them. CMD and DPW will cooperate with OCII regarding reporting needs and will provide to OCII subcontractor participation and payment reports on a mutually acceptable basis.
- b. DPW agrees that contracts issued pursuant to Subphase 2C work will comply with all applicable City ordinances, including DPW Equal Benefits Policy, Minimum Compensation Ordinance, and Health Care Accountability Ordinance, among others. OCII has adopted similar policies, including the Nondiscrimination in Contracts and Equal Benefits Policy, Minimum Compensation Policy, and Health Care Accountability Policy, and considers the City ordinances in effect for DPW as meeting the requirements of OCII's policies.

VI. PROFESSIONAL FEES

1. The Estimated Project fees for DPW services are listed below and include all individual line item costs provided in Attachment H, and are based on OCII's understanding of the Project scope, schedule and budget. The professional fees are based on a Construction Contract amount of \$12,857,727. The final scope of work and corresponding Project Management fees may be revised as the Project evolves. DPW shall obtain OCII approval in advance of (i) any costs that exceed a Construction Cost Budget individual line item amount, and (ii)

any work that it anticipates will exceed the agreed-upon scope of services set forth in this MOU. Upon receipt of any such information from DPW regarding additional scope of services, OCII shall review the submittal and either provide written authorization for the additional scope of services or deny the request and set forth the reason(s) for denial. Both parties agree and understand that during the term of this MOU any budget revisions that exceed line items for services will require prior written approval.

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

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

TOTALS	483,662	345,861	283,268	17,966,556	19,079,347
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VII. ASSUMPTIONS

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

1. Payment of application fees and attending meetings to secure project approvals from regulatory agencies.
2. Overseeing project Planning and Environmental Review, including but not limited to General Plan Referral, Environmental Clearance under the California Environmental Quality Act (CEQA), and other planning reviews or approvals required for the Project.
3. Oversee CMG for preparation of topographic and civil surveys, and plans locating existing building structures, utilities, and subgrade construction, if known encroachments are in the public right-of-way.
4. Securing approval for SF Arts Commission Civic Design, if required.

VIII. EXCLUSIONS AND ADDITIONAL SERVICES

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

1. Project Definition and Project Program: preparation of program and planning documents

- such as Community Needs Assessment, OCII Plan of Service, OCII Building Program, or Project Program Statement;
2. Planning: San Francisco Planning Department General Plan Referral; Notice of Exemption (NOE) from the California Environmental Quality Act; Environmental review and clearance; other planning or environmental review as required for the project;
 3. Temporary shoring designs for basement excavations.
 4. Surveys, indicating site boundaries, utilities, location of structures, topographic information and services associated with surveying;
 5. Peer review for any design disciplines;
 6. Value engineering;
 7. Services required for re-advertisement of the contract for construction, or to issue addenda, provided the need for such services is not due to error or omission on the part of DPW;
 8. Application and payment of fees to utility providers for new and/or modified services;
 9. Payment of fees to permitting and regulatory agencies, including SFDPH Maher review and compliance;
 10. Civil engineering; non-ADA graphic and signage design; acoustical engineering; interior design; telecommunications; computer & security systems design; traffic surveys and engineering; engineering design of shoring, bracing and underpinning systems;
 11. DPW isn't responsible for budget/fee changes made by MTA or PUC as directed by OCII.
 12. Services required for LEED certification and commissioning for green building requirements.
 13. Services made necessary by reversals of authorizations, approvals or instructions previously given by OCII staff, OCII Commission, other City authorities or regulatory agencies;
 14. Services made necessary by changes in codes, regulations or interpretations during the course of the Project that were not and could not have been anticipated by DPW and which result in a substantive change to the drawings. DPW shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes. DPW shall provide ongoing consultation and advice to OCII regarding anticipated code changes and interpretations that may affect designs in advance of these revisions, in an attempt to avoid later substantive change to drawings;
 15. Services made necessary by conflicts between approvals and/or requirements by City agencies such as the SFAC Civic Design Committee and City Planning;
 16. Services to incorporate substantial changes or other like work to integrate the artwork administered by the San Francisco Art Commission after the completion of and acceptance of the Design Development phase of work;
 17. Documentation of technical requirements for fabrication, delivery and installation of artwork into design and construction documents, beyond those services necessary to coordinate the design and structure of the building or site to accommodate the installation or integration of such art work.
 18. Comply and complete reporting with adopted Mitigation Monitoring Reporting Plan (MMRP).
 19. Services relative to detailed investigation surveys, valuations, inventories, testing or appraisals of elements including but not limited to existing building and site conditions, the surrounding public right-of-way, landscaping, facilities, equipment or furnishings, or to make measured drawings thereof, or to verify the accuracy of drawings or other information

- furnished by others;
20. Services required in connection with construction performed by others that is not part of the Project, including archaeological assessment, underground pipelines assessment, biotic and biological studies, and construction phase environmental support services;
 21. Preparing as-built record drawings showing changes and relations in the Work made during construction;
 22. Additional services due to changes of scope.

IX. FINANCIAL OVERSIGHT AND AUDITS

DPW and the OCII agree to the accounting methods and procedures per this MOU which is intended to serve as a guideline for accounting activities and communication by and between OCII and DPW.

1. **Spending Authority** - OCII has spending authority pursuant to the Implementation Agreement, and the approved ROPS 18-19 for the total amount of the Professional Fees for DPW services including this amendment. OCII will seek approval for funding for unpaid obligations through the ROPS 19-20 period as needed. DPW, PUC, and MTA will set-up estimated revenue and expenditure appropriations in the appropriate capital project structure and index codes chart fields.
2. **Details of Payments & Reimbursement Funding Obligation**
 - a. The total net cost of Subphase 2C is \$17,966,556 and the parties agree that this will be 100% reimbursed to DPW by OCII. OCII has secured the funding so that DPW can award the Construction Contract with the Contractor. The Project will be funded with bonds issued by OCII in 2011 and OCII issued 2017 Series B Third Lien Tax Allocation Bonds. In aggregate, \$17,966,556 of OCII bond funding has been set aside to be used solely for the construction of the FSIP, shall be restricted for this use as required by DPW, and shall be used by OCII to reimburse DPW for all costs of the FSIP including the Construction Contract. The Construction Contract amount of \$12,857,727 and contingency of \$1,542,927 (total \$14,400,654) will be transferred by OCII to DPW at award to certify the contract with the General Contractor.
 - b. The City, utilizing DPW as the project manager and Mitchell Engineering as the general contractor, will be improving and funding Folsom Street from Second Street to the TJPA bus ramp, which is located outside of the Transbay Redevelopment Project Area and is not part of the Project. This work will be completed at the same time as the Project work and will be funded by the City with \$4.5 million of IPIC fees and Transbay CFD 2014-1 funds. Available City funding in excess of the cost to improve Folsom Street from Second Street to the TJPA bus ramp will be applied to the Project.
 - c. Parties agree that all invoices related to the construction of the Project will be submitted directly to DPW for review and payment. OCII may, at its discretion, review invoices related to construction activities and agrees to do so concurrent with DPW and within a timeframe that allows timely payment. DPW shall provide a copy of the invoices and supporting documentation to OCII.

- d. All billings, including documents supporting all charges, shall be submitted to OCII for reimbursement within 30 days after the end of each quarter. Based on approval of the charges, payment to DPW will be made no later than 30 days of receipt of invoice and supporting documentation. Since this is a reimbursable arrangement, DPW is required to incur the costs ahead of payment from OCII. DPW reserves the right to charge OCII for interest expense if appropriate.
 - e. DPW shall notify OCII in a timely manner should a claim or notice of potential claim be submitted by any contractor if such claim is in an amount greater than \$10,000. DPW shall consult with OCII in analyzing any such large claim and submit to OCII for approval any proposed disposition of such claim.
3. **Lead Agency** - DPW will act as the City's lead agency to facilitate coordinated review of Project Reimbursement Applications from MTA and PUC. There are separate letters of agreements with MTA and PUC that establish the accounting and payment procedures.
4. **Supporting Cost Documentation** - On a quarterly basis, DPW shall review for accuracy and submit all appropriate support (invoices, timesheets, etc) for labor and non-labor costs performed by DPW and other City Departments. DPW will submit payments to other City Departments within 15 days from approval of the supporting cost documentation. Under this MOU, OCII and DPW agree that OCII will pay all indirect costs and overhead related to project expenses. The DPW indirect cost plan incorporates costs that cannot be readily attributable to a specific direct project, including indirect labor, mandatory fringe benefits (MFB) for indirect labor, paid time off (and associated MFBs) for indirect labor, and indirect non-labor. For indirect labor this includes costs for time worked for support or administration. The overhead costs cover DPW non-project management, training, rent, materials, supplies and equipment, and fuel and maintenance. Also included in overhead is Department Administration costs, including the Director's Office & Public Affairs; Accounting; Contract Administration; Finance Budget and Performance; Information Technology; Personnel, Training & Development, Payroll; Health & Safety (081CA); and some services of other departments, such as services from the Controller's Office, Department of Technology, Human Resources, and rent; and Retiree Health Benefits. OCII has approved the payment of DPW indirect cost and overhead rate of 182.38%, consisting of 24.58% for Paid Time Off, 38.36% for Benefits, and 119.43% for Administration Costs. The invoices submitted to OCII will list the overhead rate. OCII and DPW agree that the indirect cost rates above may be adjusted up or down during the fiscal year to ensure recoveries are consistent with expenditures, however, in no event shall OCII be required to pay in excess of the total amount stated in the MOU.
5. **Financial Recording** - All expenses related to project are capital in nature. All expenses for project will be recorded in the respective Department's project structure and reported to the Controller's Office for proper recording in the City's financial system. It is the OCII's responsibility to notify the Controller's Office that project is completed and can be capitalized as defined by Controller's Office Fixed Assets Defections and Guidelines.
6. **Audits** – DPW shall make available to the OCII upon request all personnel time records, contractual records, and other records used to justify reimbursement within a reasonable period of time, not to exceed thirty (30) days from the date DPW receives a written request
7. **Record Retention** – DPW will follow the record retention and storage policy as outlined in the Department Procedure 2.1.5

8. **Insurance** - The parties acknowledge and agree that the City and County of San Francisco (“City”) self-insures in the areas of general liability, automobile liability and workers’ compensation and that such self-insurance shall cover any losses, claims or damages incurred by the City directly or indirectly arising out of or connected with this MOU, and any of DPW's activities under this MOU, excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless. However, at its sole discretion, City may purchase a policy of insurance to cover against any potential exposure to loss under this Agreement. DPW shall require any subcontractors to maintain insurance in compliance with City Policy

X. DISPUTE RESOLUTION

DPW and OCII agree that this MOU provides a general description and understanding of the services to be provided, and of the schedule and costs associated with these services. The respective managers of DPW and OCII shall resolve disputes arising out of this MOU expeditiously. If the case of a dispute involving the transfer of monies to DPW to resolve insufficient funds, a temporary stop date will be placed on the job order preventing DPW staff from working on the Project until the funds are received. Dispute between expenses incurred by MTA and PUC will be resolved between MTA, PUC, and OCII.

XI. ENTIRE AGREEMENT

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

XII. GOVERNING LAW

All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City’s Charter and codes and applicable state and/or federal laws.

XIII. SEVERABILITY

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

XIV. ATTACHMENTS:

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

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

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

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

Attachment E: Subphase 2B Services Breakdown

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

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

Attachment H: Subphase 2C Services Breakdown

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

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

SAN FRANCISCO DEPARTMENT OF
PUBLIC WORKS

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney



Deputy City Attorney

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

APPROVED AS TO FORM:

n/a
Yadira Taylor y7
Deputy Director

APPROVED AS TO FORM:


James B. Morales
General Counsel

Recommended by:


John Thomas
Deputy Director
Infrastructure Design and Construction
(IDC)

Approved By:


Nadia Sesay
Intern Executive Director
Office of Community Investment and
Infrastructure

Approved:


Mohammed Nuru
Director
San Francisco Public Works

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

Attachment A

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

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

Attachment A

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

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

Attachment A

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
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1																
60	Enter into contract with SFAC for turn-key arts programming		X													
61	Obtain SF Arts Commission approval through civic design committee		X													
62	Workshops seeking community input and support		X													
63	Design of roof terraces and on-structure exterior spaces.															
64	Environmental graphics and way finding signage.															
65	Wetlands design and regulatory approvals.		X													
66	Designs for any elements of a building, penetrations of a building, connections to a building, or waterproofing of any part of the building.	X	X								X					
67	Design of extensive utility relocations (greater than 30 feet long per relocation) within Folsom Street or Essex Street.															
68	DD and CD design of sustainable infrastructure strategies, not otherwise described herein, that are incorporated from the Concept and SD stages, e.g. recycled water and renewable energy systems.										X					
69	Sustainability certification such as LEED.															
70	Technical photometric lighting renderings or animations that depict the lighting design in an accurate, photorealistic manner.															
71	Design of iconic or feature lighting as a public art element, beyond conceptual design.	X	X													
72	Noise studies for external spaces.															
73	Security systems, e.g. CCTV, traffic barriers.												X			
74	Parking lot ticket vending machines and control barriers, including associated utility connections.										X					
75	Right of entry property agreement		X													
76	DD package review with standards			X	X	X	X	X	X	X	X	X			X	X
77	CMG cost estimate(s) review			X	X	X	X	X	X	X	X	X			X	X
78	Utilities relocations greater than 30' distance			X												
79	CEQA clearance/determinations - for lane configuration & geometry		X	X												
80	Obtain permission to perform streetscape work on private property at 303 Second Street, (by end of 100% DD)		X													
81	Submit General Plan referral application and fee		X													
82	Right of entry, approval authorization for adjacent business and property owners		X													
83	CMG Responsibilities															
84	Topographic survey by Martin M. Ron Associates Deliverables	X														
85	Arborist Report (tree survey and soil investigation) by SBCA Tree Consulting Deliverables	X														
86	Soil profile by Wallace Laboratories Deliverables	X														
87	Storm water calculations by Arup Deliverables	X														
88	Utility composite by Arup Deliverables	X														

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

Attachment A

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89	Streetlight photometric? Deliverables	X														
90	Schematic Design based on Full Project Scope	X		X	X	X	X	X								
91	Allow for installation of banners between pedestrian and vehicular lighting fixtures						X									
92	Utility demand & sizing design		X	X		X										
93	"Utility relocations will be limited to minor relocations in the open space areas only (less than 30 feet total length per relocation). Relocations are assumed to require open trench construction only."															
94	"Civil engineering to coordinate utility connections to within 3-feet of the building perimeter for small maintenance buildings and/or retail kiosks within the parks"															
95	Utilities relocations greater than 30' distance			X												
96	100% SD Package	X														
97	50% DD Package	X														
98	100% DD Package	X														
99	50% CD Package	X														
100	100% SD Cost Estimate Submittal	X		X	X	X	X	X								
101	50% DD Cost Estimate (Adjust Scope based on available funding)	X		X	X	X	X	X								
102	100% DD Cost Estimate	X		X	X	X	X	X								
103	50% set Cost Estimate Submittal	X		X	X	X	X	X								
104	100% set Cost Estimate Submittal	X		X	X	X	X	X								
105	PHASE 2: CONSTRUCTION DOCUMENTS / BID / INSPECTION PHASE															
106	DPW Responsibilities															
107	Hazardous soils engineering & mitigation			X						X						
108	Environmental engineering and support.			X		X				X		X				
109	Implement design related mitigation measures			X						X						
110	Soils engineering & mitigation for planting									X						
111	Design of temporary items required during construction e.g., temporary tree protection fencing, etc.										X		X			
112	CD 100% DPW team meeting(s)			X	?	X	?	X	?		X					
113	100% CD drawing and Cost Estimate review			X	X	X	X	X			X	X	X		X	
114	Specification review			X	X	X	X	X			X	X	X		X	
115	Apply for street improvement permit			X							X					
116	Review requirements for specs and drawings for all interim submittals and final CD set	X				X										
117	Specification: Division 0 preparation										X					
118	Specs: Division 0 - Bid Sheet			X	X	X	X	X	0	0	0	X			0	
119	Specification: Division 1 preparation		X	X	X	X	X	X	X	X	X	X	X		X	

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

Attachment A

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

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

Attachment A

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

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

Attachment A

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

LETTER OF AGREEMENT

Attachment B

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

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

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

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

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

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

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

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

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

We agree to the foregoing:

Mohammed Nuru	Date
Director	
San Francisco Department of Public Works	

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

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

Sonali Bose	Date
Chief Finance Officer	
San Francisco Municipal Transportation Agency	

LETTER OF AGREEMENT

Attachment C

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

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

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

Work to be performed: PUC shall perform the work or cause its consultants and contractors to perform the work set forth in the MOU between Office of Community Investment and Infrastructure (OCII) and DPW dated September 17, 2013 incorporated herein by reference and attached. As noted in MOU between OCII and DPW, DPW will take the lead in coordinating with all third party utility companies throughout the project. It is anticipated this project will require alterations to the following utilities: PG&E, SFPUC, telephone, data, and television. If utility work is needed from third party utilities during the course of project, DPW shall inform PUC and request that PUC pay the fees through PUC's existing encumbrance with third party utility. PUC will then include payments in their reimbursement request.

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

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

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

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

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

We agree to the foregoing:

Mohammed Nuru	Date
Director	
San Francisco Department of Public Works	

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

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

Todd Rydstrom	Date
Chief Finance Officer	
San Francisco Public Utilities Commission	

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

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

ATTACHMENT E

SUBPHASE 2B SERVICES BREAKDOWN

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

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

TOTAL

\$283,268

ATTACHMENT F

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

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

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

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

GRANITE PAVER BANDS

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

- 4) Prior to completion of construction of the Project, OCII shall transmit to SFPW funding in an amount equal to 10% of the labor and material costs (as evidenced by the awarded Contract No. 2148J) of the GPB, which shall be utilized by SFPW exclusively for future replacement cost of the Project GPB. Future replacement GPB cannot be fully known at this time, however SFPW agrees that the 10% OCII funding amount will completely satisfy SFPW to accept the maintenance responsibility should the CBD cease to exist, and be responsible to replace Project GPB if needed. Following acceptance of the funding amount, SFPW further agrees that no other funding will be requested of OCII for this matter and that no stockpile of material will be provided.
- 5) A separate Street Improvement Permit Application and corresponding fee will not be required for the GPB installation since it will be part of and incorporated into the forthcoming Street Improvement Permit Application, with its terms fully described in this Second Amendment.

BENCHES, TRASH RECEPTACLES, AND RAIN GARDENS

- 1) **Specifications:** Four benches, three rain gardens, and twelve trash receptacles are specified within the permit set of the Folsom Streetscape Improvements Plan (Contract No. 2148J) and will be installed during construction of the Project. The benches, trash receptacles and rain gardens are as described below:
 - a. Benches
Manufacturer: mm cite (www.mmcite.com)
Model: Preva Urbana, (3) LPU251 with Middle Armrest & (2) LPU252
Material: Steel
Powdercoat: To match Mission Bay Gray – Cardinal C292-GR494 Mounting:
Surface Anchor
 - b. Trash Receptacles
Manufacturer: Forms+Surfaces (www.forms-surfaces.com)
Model: SLMIS-36, Mission Bay Litter/Recycle Receptacle with Recycling Top
Material: Cast Aluminum
Powdercoat: Mission Bay Gray – Cardinal C292-GR494 Liner:
36 Gallon, Fire rated
Lock: Slam Lock with Approved Key
Mounting: Surface Anchor
 - c. Rain Gardens
The rain garden walls and curbs are custom natural gray cast-in-place concrete with a light sandblast finish. Final specifications and approved mock-up samples will be transmitted to SFPW to use as a basis for future replacement. Other components in the rain garden include; plantings, ¾" black basalt rock mulch available from multiple local rock distributors, custom granite splash pad with stone available through Coldspring (www.coldspringusa.com) in Academy Black with a Diamond 200 finish, and a 1'-6"x2'-0" ductile iron trench grate from Urban Accessories (www.urbanaccessories.com).

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

ATTACHMENT

H

SUBPHASE 2C SERVICE BREAKDOWN

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

SFPW	Mechanical	Provide support related to AWSS relocations	\$24,000
SFPW	Access Coordinator	Review all construction to ensure compliance with plans for accessibility.	\$12,834
SFPW	Environmental	Environmental monitoring and construction support	\$63,117
SFPW	Construction Management	Includes SFPW Building Design and Construction group, and Site Assessment and Remediation group. CM is responsible for oversight management of the construction of the project to ensure it is delivered on time, on budget, safely, and in conformance with the approved plans; ensure General Contractor acquires all necessary permits, inspections and approvals; oversee and provide project coordination with the project General Contractor; coordinate with all City agencies and outside utility companies; participate in negotiations involving schedule impact, change orders, payments.	\$1,178,545
SFPW	Public Affairs	Manage all outreach with public, neighbors, City agencies	\$131,000
SFPW	GC Contract	General Contractor Construction Contract amount for OCII sponsored work	\$12,857,727
SFPW	Contingency	12% of the Construction Cost Budget (excluding contingency) to be used for unforeseen conditions and to make modifications to line item costs not fully known at the time of this agreement.	\$1,903,560
SFPW	Deposit	Deposit for possible future labor and material for SFPW improvement removal work as required per 2 nd Amendment Attachment F	\$200,000
SFPW	Fees	Sub-total Fee for Services for SFPW	\$16,845,442
SFPUC	Water Department and Wastewater Enterprise, Streetlights	Provide construction support to the CM as necessary for all construction scopes related to water main, water valves, low pressure fire hydrants, auxilliary water supply system, wastewater and streetlights, perform inspections during construction, and final walks and punchlists upon completion of construction.	\$201,194
SFMTA	Traffic Engineering, Signs, Signals, Paint, Meter Shops	Provide construction support and inspection for multiple traffic signals planned for Project; program and test traffic lights; ensure signal operation, maintenance and support; remove existing parking meters within the limits of work and install new meters and poles; provide all signage for the Project; install all of the permanent striping and pavement markings per plans.	\$700,000

SFMTA	Construction Support	Provide construction support for traffic routing including plan review, attend bi-weekly construction meetings, inspections, resident communication	\$219,920
		Construction Cost Budget	\$17,966,556



SAN FRANCISCO PUBLIC WORKS
PROJECT MANAGEMENT & CONSTRUCTION
INFRASTRUCTURE CONSTRUCTION MANAGEMENT
Capital Improvements Projects Section

CONSTRUCTION MANAGEMENT PLAN
for
FOLSOM STREETSCAPE IMPROVEMENT PROJECT



June 19th, 2018

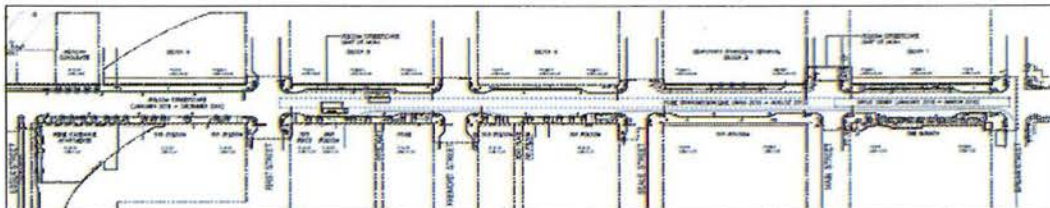
A. Executive Summary:

San Francisco Public Works looks forward to partnering with the Office of Community Investment and Infrastructure to provide construction management services for the Folsom Streetscape Improvement Project work within the Transbay Redevelopment Project Area. To ensure quality workmanship and meet the needs of our client, the San Francisco Public Works team has committed a team of highly qualified engineers and inspection staff to assist with the successful delivery of this project.

With respect, integrity, responsiveness and safety in mind – the Public Works Construction Management team is committed to providing professional inspection, quality assurance, coordination and document control services on this multi-disciplinary project. By proactively identifying challenges and working with all stakeholders to resolve issues expeditiously, we aim to meet all project goals and complete the project on schedule and on budget.

B. Project Description and Limits of Work:

The Folsom Streetscape Project will revitalize Folsom Street and increase pedestrian and bike safety through the implementation of sidewalk widening, green infrastructure and protected bike lanes. The project includes pedestrian improvements, signal upgrades, new streetlights, new landscaping, green infrastructure, sewer system improvements, water main replacement and roadway resurfacing work along Folsom Street, from the western edge of the TJPA bus ramp to Spear Street, in San Francisco, California.



C. Project Schedule:

Construction of the project is scheduled to begin in September 2018 with contract duration of 680 consecutive calendar days (22 months) with Substantial Completion is anticipated in July 2020. Final Completion is foreseen within 30 consecutive calendar days after Notice of Substantial Completion. A 3 year long-term plant establishment period will follow after Substantial Completion

Construction scope and progress is presented at: <http://www.sfpublicworks.org/project/transbay-folsom-streetscape-improvement-project>

D. Construction Management Team Mission

The San Francisco Public Works Construction Management Team shall fulfill the intent of the Folsom Streetscape Improvement Project scope and its purpose, working within the guidelines of the Contract Plans and Specifications, City's Standard Plans and Specifications, and all other regulations set forth by the various City Agencies having jurisdiction over the work. The team shall oversee, consult, manage, and inspect all related project work scopes with qualified engineers and inspectors who are empowered to administer the contract and work from a quality control and assurances standpoint while being good stewards of public funds. With a unified effort, we shall ensure delivery of high quality products on time and within budget.

E. Construction Management Team Identification

The following Public Works staff will work together to provide construction management and inspection services on this project:

- Section Manager – Nicolas Huff, P.E.
- Construction Manager – Joseph Liu, P.E.
- Resident Engineer – Arun Bhatia, P.E.

- Office / Field Engineer – Malia Villalon
- Construction Inspector – TBD
- Public Affairs – Dadisi Najib

Note: The SFPUC water scope of work will be managed by PUC-CDD Project Engineer – PUC-CDD shall assign personnel to the project.

F. Roles and Responsibilities

Below are the specific roles and responsibilities of the Public Works' Construction Management team.

NICOLAS HUFF, Section Manager

- Provide oversight management of Construction Management team to ensure the project is delivered on time, on budget, safely, and in conformance with the Contract documents.
- Facilitate continuous communication between management and construction management team
- Ensure appropriate external communication takes places with the stakeholders, specialty groups, local agencies and the general public.
- Identify resources, assign workloads and manage schedules of the Section to ensure timely delivery of project goals.
- Provide timely communications of the Project Delivery status/issues to upper management.
- Communicate project concerns to upper management for resolution, if necessary.

JOSEPH LIU, Construction Manager

- Provide oversight of the Resident Engineer and Inspection staff to ensure the project is delivered on time, on budget, safely, and in conformance with the contract documents.
- Facilitate continuous communication between construction management team, management, contractor and design groups.
- Ensure appropriate external communication take places with the stakeholders, specialty groups, local agencies and the general public.
- Identify resources, assign manpower and manage the schedule of the group to ensure timely delivery of project goals.
- Review project change orders, payments and construction documents to ensure compliance with project plans and specifications.
- Communicate project concerns to upper management for resolution, if necessary.

ARUN BHATIA, Resident Engineer (R.E.)

- Provide day-to-day oversight of the project to ensure the project is delivered on time, on budget, safely, and in conformance with the Contract documents.
- Provide oversight of office and inspection staff to ensure proper coverage of field activities and inspections required.
- Ensure all required tests and quality control measures are performed per contract Specifications. Review test results and videos to certify conformance to plans and specifications.
- Ensure Contractor has acquired all required permits prior to the start of work.
- Prepare, Chair and document Pre-construction meeting with all involved parties.
- Facilitate weekly progress meetings, technical meetings and field meetings with Contractor, Designer and Construction Management team.
- Facilitate communication with Design team regarding issue resolution, Submittals, RFI's and the preparation of Change Orders. Elevate issues to management as necessary.
- Provide timely internal communication within the project team and external communication with stakeholders, specialty groups, local agencies and the general public.
- Track work progress, project schedule and milestones for all participating groups.
- Collect, review and approve monthly applications for payment; ensure all related HRC forms & CPR have been submitted by GC; secure all required approvals/signatures.
- Participate in negotiations involving time/schedule impact analysis and extra work.
- Review Contractor's Change Order Requests. Compile Change Orders and Records of Negotiation as necessary.

- Prepare daily Resident Engineer report and weekly construction progress reports. Review Construction Inspector's daily reports for accurate documentation of the work progress.
- Certify substantial completion for contract work, facilitate walkthroughs and punch list generation. Review and certify contract As-Builts.
- Generate Project close-out package including final project quantities, project timeline, final accounting, required HRC summary & forms and Contractor performance evaluation.

MAILA VILLALON, Office / Field Engineer

- Report directly to the Resident Engineer. Perform duties of RE in his/her absence.
- Assist Resident Engineer with project coordination with City agencies and private agencies/utility companies.
- Perform field work inspection to ensure the work is in compliance with the Plans & Specifications.
- Resolve field conflicts and coordination issues in a timely manner. Document changes and decisions made.
- Review contractor's as-built drawings before and after construction. Assess quantities constructed.
- Track force account work, as needed. Assist in the evaluation of Change Order Requests.
- Schedule materials testing and special inspection for required activities.
- Monitor and enforce work site safety for workers and the public.
- Monitor and enforce Contractor's good housekeeping efforts.
- Process submittals, RFI's and change orders.
- Prepare meeting minutes and progress payment packages.
- Maintain construction document files.
- Perform duties of Construction Inspector as required.

TBD, Construction Inspector

- Report directly to the Resident Engineer.
- Document construction progress daily, including staff, equipment and materials. Track force account work as required. Ensure work is in compliance with the Project Plans and Specifications
- Monitor and enforce work site safety for workers and the public.
- Monitor and enforce Contractor's good housekeeping efforts.
- Assist with progress payments and quantity surveys.
- Assist in resolution of field conflicts.

Dadisi Najib, Public Affairs

- Communicate with the public, constituents, residents and businesses in the project area.
- Provide updates and general project updates to the general public.
- Relay concerns from community to project team to facilitate resolution of public concerns.
- Attend weekly progress meetings and maintains open communication with project team.

G. Measures of Success

To meet the Project team goals and assignments, the Construction Management team will collaboratively partner with all stakeholders to prioritize project needs and accomplish the following goals:

- Project is completed safely, within specified time and budget, and with high quality workmanship.
- Project work complies with Contract Plans and Specifications, applicable codes and regulations.
- Project meets major milestone dates as scheduled in the Contract Specifications.
- Project provides complete and accurate documentation of project issues and changes.
- Project processes Submittals and RFIs expeditiously within the contract-specified time.
- Project provides prompt payment to the contractor by maintaining updated as-builts, construction records and timely resolution of Change Orders.
- Project gains community support and promptly addresses public complaints/concerns.
- Project works with Contractor to quickly resolve Non Compliance Report (NCR) and Notice of Violation (NOV) issues.
- Project ensures safety compliance by the entire team.

- Project meets the intent and satisfaction of its client, OCII.

H. Major Milestones

The following Milestones are specified under Contract Specifications Section 00 73 02: CONTRACT TIME

1. The Construction Work shall be commenced within 5 calendar days from issuance of the Notice to Proceed (NTP) by the City, prosecuted diligently thereafter, and brought to Substantial Completion within the time limit of 680 consecutive calendar days.

The time allowed for achieving Substantial Completion as specified above shall include the time required for public notification, application and approval for all required permits, and submittals prior to start of construction work.

2. Project specific progress milestones have been incorporated as part of the Contract requirements governing the actual sequencing of construction to work in concert with on-going vertical development projects.
3. Final Completion of the Construction Work shall occur no later than 30 consecutive calendar days after the date of Notice of Substantial Completion.

I. Operating Guidelines

The Public Works construction management team shall operate under the following guidelines:

1. Managing project duration:
 - The project progress will be monitored weekly through the approved schedule with particular attention to progress towards Project Milestones.
 - Any delays in the processing of RFIs or Submittals will be identified and mitigated.
 - Any potential delays to the work will be identified early and discussed with the Contractor to minimize schedule delays.
 - Requests by the contractor for adjustments to the contract time as a result of change orders will be fairly assessed.
2. Managing project quality:
 - Project as-built drawings will be checked before and after construction for consistency with the project plans and any corrective field order or change orders issued.
 - Construction and quality assurance methods will be discussed with the Contractor.
 - Project construction will be checked for consistency with the technical specifications including allowable tolerances and lab or in-situ testing required.
3. Managing project cost:
 - Constructed quantities will be updated on a weekly basis or more frequently, as necessary.
 - The cost of Change Orders shall be agreed with the Contractor if possible, on the basis of a fair assessment of the anticipated costs.
 - Project payments will be processed as follows:
 - for unit price items, on the basis of quantities
 - for lump sum items, on the basis of the Schedule of Values
 - for Allowance items, on the basis of the Schedule of Allowances, material invoices, and
 - for Force Account Change Orders, as time & materials with sufficient backup documentation.
 - Project cost will be updated as necessary with adjustments for quantity overruns and/or Change Orders.
 - Maintain updated PCO logs and inform Project Managers of potential for quantity overruns and/or potential Change Orders with recommended funding share breakdowns.
 - Allocate costs of work on Folsom Street from western edge of TJPA bus ramp to Spear Street to the Office of Community Investment and Infrastructure.
4. Decision making process:

- Inspector will resolve conflicts in the field wherever possible and will elevate to the Resident Engineer as necessary. RE will elevate issues to the Lead Project Engineer or Construction Manager for resolution, as necessary.
 - Responses to Submittals and RFI's will be made by the Design Team with support from the Resident Engineer, as required.
 - Change Orders will be compiled by the R.E. and reviewed/approved by the Construction Manager and the respective Project Managers.
 - Public Affairs will be included in resolving public concerns/complaints.
 - Resident Engineer will involve key players early for timely solutions.
 - Team members will voice and respect each other's opinions.
 - All team members will support final team decisions.
5. Managing the disturbance to the public and residents in the area
- R.E. will ensure that work staging and traffic control are implemented in accordance with the Specifications and the objective of minimizing disturbance.
 - Construction management team will be responsive to requests of the public and local organizations for reducing disturbance.
 - Public Affairs will be the main point of contact to interact and assist with project communication to the public and local organizations, review public notifications and update website project highlights.
 - Public Affairs will be provided regular updates for community information through regular look-ahead schedules and open communication with the project team.
6. Team meeting guidelines
- All required members will attend meetings, as scheduled.
 - Technical meetings will be held weekly, as needed, for the expeditious resolution of issues.
 - R.E. team will prepare meeting agenda and meeting minutes for distribution to the project team.
7. Communication
- The project team will maintain open lines of communication within project team and all project stakeholders.
 - The project team will comply with Contract Specifications regarding project communication and records.
8. Managing Change
- Team members will identify and document any potential changes to the project scope, schedule, and budget.
 - Team members will work together effectively to ensure prompt resolution of project issues that may lead to potential significant cost or schedule modifications.
 - Early notice will be provided to team members by the Construction Management team to identify and resolve potential changes that could affect scheduled deliverables and awareness of available resources to overcome such changes.
 - All change order requests and proposed change orders will be processed within time frames documented in Contract Specifications.
9. Managing Conflict
- Resolve conflicts at earliest sign of conflict and at the lowest level possible.
 - Project team will participate fully in partnering meetings and open discuss potential conflicts.
 - Issues will be resolved expeditiously and elevated to the next level of management for action, as needed, in accordance with the Partnering Dispute Resolution Ladder.
10. Report on Milestones monthly.
11. Report on project challenges during weekly schedule meetings.

J. Communication Plan

The purpose of this Communication Plan is to describe the various forms of communication and correspondence that will be utilized on this project. This plan will ensure that the project team maintains

clear, complete and consistent communication between the members of the construction management team and the Contractor.

The Construction Management team will ensure that our communication is clear and concise. The procedures and methods are as follows:

Verbal Communication – Open communication will take place between Construction Management team and Contractor. All directives and agreements shall be documented in project daily reports, field memos or formal City correspondence. These project records will be saved in the City's project files.

Daily Reports – Project daily reports will be prepared by the City Inspector or his representative to document the contractor's activity, field directives and project incidents for each day on the project. Reports will be saved in the Project files.

Field Memorandum – Field memos will serve as a communication tool for the City Inspector. City Field Memo forms are issued to the Contractor for information only or when action is requested. Copies of all field memos will be saved in the Project files.

Email – Email will serve as a communication tool for all members of the project team. Emails may be used for coordinating schedules, scheduling meetings and requesting clarification on various project issues. Emails may serve as documentation of field conversations, but formal documentation shall be provided for all activity related to non-compliant work, change order or disputed work.

City Letter – City Letters serve as a communication tool to document transmittal of information or directives to the contractor. City Letters shall be issued by the Resident Engineer or his representative. City Letters will be saved in the Project files.

Weekly Meetings – Weekly progress meetings will be held between the Contractor, the construction management team, design team and all relevant stakeholders. A regular weekly meeting will be held by the Resident Engineer or his representative to provide updates on the project, discuss progress, schedule, submittals, RFI's, change order work or any outstanding construction issues to be resolved. Meeting minutes will be generated by the Resident Engineer or his representative and distributed to the project team. A copy of these meeting minutes will be distributed to appropriate parties and saved in the project files.

Technical Meetings – Technical meetings will be held between the R.E., Contractor, members of the construction management team and/or the project design team as necessary to resolve outstanding field issues or project challenges.

Non-Compliance Report (NCR) and Notice of Violations (NOV) – NCR's and NOV's will be issued, as needed, to the Contractor to document non-compliance activities or conditions. NCR's will be issued for safety, housekeeping or any non-compliant activity that may or may not require Contractor action. More significant and serious incidents will be documented through the NOV process.

K. Partnering

This project shall incorporate the required partnering elements for **Partnering Level 2** per Contract Specifications Section 01 31 33: PARTNERING.

The partnering process will assist the City and Contractor to develop a collaborative environment so that communication, coordination, and cooperation are the norm, and to encourage resolution of conflicts at the lowest responsible management level.

The goals of project partnering are to:

- Use early and regular communication with involved parties.
- Establish and maintain a relationship of shared trust, equity and commitment.
- Identify, quantify, and support attainment of mutual goals.
- Develop strategies for using risk management concepts and identify potential project efficiencies.
- Implement timely communication and decision-making.
- Resolve potential problems at the lowest possible level to avoid negative impacts.

- Hold periodic partnering meetings and workshops throughout the life of the project to maintain the benefits of a partnered relationship.
- Establish periodic joint evaluations of the partnering process and attainment of mutual goals.

L. Risk Management

Project risks and challenges which will impact the project value, time or quality of the project will be identified and updated, as necessary, throughout the Construction Phase. The Construction Management Team will:

- Assess the impact and significance of each potential risk
- Implement strategies to mitigate each potential risk

The following have been identified as areas of possible risk and strategies to mitigation each:

RISK 1: Not meeting project milestones within the specified Contract Time

STRATEGY: The City Construction Management team will use the approved CPM baseline schedule to track milestones identified in the Contract specifications. We will closely track the project schedule to anticipate departure from schedule early on and develop recovery strategies with the Contractor. Requests for time extension will be evaluated fairly.

RISK 2: Unforeseen underground utility conflicts

STRATEGY: If encountered, City will inform and coordinate with responsible authorities/owners as early as possible. RE will coordinate with Contractor to obtain project schedules early on and facilitate collaboration with respective utility owners for resolution.

RISK 3: Unforeseen/differing site conditions including: contaminated soils, poor compaction materials, archeological discoveries, groundwater, etc.

STRATEGY: Respective agencies and upper management will be provided prompt notification of issues when discovered. Unforeseen materials will be identified through materials testing and failed tests will be documented and re-tested. Contaminated soils will be evaluated through the Public Works Site Assessment and Remediation group. Dewatering will be performed in accordance with the Project Specifications. All environmental concerns will be addressed through the approved CEQA document for this project.

RISK 4: Contractor is missing or has inadequate permits for work on site

STRATEGY: Construction Management team will work collaboratively with contractor to identify necessary permits per Contract Specifications prior to the work. Copies of all permits will be provided by Contractor to Construction Management team for timely review. Contractor will be responsible for delays to the project due to failure to obtain required permits prior to the start of work.

RISK 5: Delays due to coordination with other City Agencies or Authorities

STRATEGY: Construction Management team will work with contractor to identify approvals required for various work scopes. Project schedule will be reviewed regularly to identify coordination issues and potential delays and they will be mitigated to the extent possible.

RISK 6: Conflicts between design components

STRATEGY: Project plans and specifications will be reviewed for conflicts between design components to identify potential issues and conflicts will be resolved as expeditiously as possible.

RISK 7: Coordination with the Public

STRATEGY: The City and Contractor will work together to review all project requirements for public notification and review public notices together to ensure that project communication to

the public is clear, concise and accurate. "No Parking" postings will be reviewed to ensure that they are properly posted. Construction Management team will work with Contractor to minimize disruption to businesses, residents and the general public.

RISK 8: Limited working hours due to lane restrictions dictated by Traffic Permits

STRATEGY: The City and Contractor will discuss site-specific work plans to accomplish various scopes of work within the allowable working windows specified by SFMTA. Special working windows or accelerated crews will be discussed for scopes of work as required.

RISK 9: Special Events Coordination

STRATEGY: The City and Contractor will to review the project scope of work and schedule to determine special staging and clean-up efforts needed during construction. Special coordination efforts and public outreach will be required.

RISK 10: Adjacent Project Coordination

STRATEGY: This project will be in close proximity to the Transbay terminal and various other private development projects over the duration of the project. In order to facilitate cooperation and avoid delays, coordination meetings will be held with representatives of the adjacent project teams to discuss and coordinate schedules of work, lane closures, material deliveries and other major construction activities.

RISK 11: Traffic Management and Site-Specific Traffic Routing Specifications

STRATEGY: The City and Contractor will work together to review all project requirements for traffic control management and plan ahead for anticipated staging areas, work areas and changes in parking. Due to the volume of vehicular, pedestrian and mass transit vehicles within the project scope of work, detailed traffic control plans, work plans, staging plans and phasing plans for working and non-working hours will need to be generated and reviewed by multiple Agencies and stakeholders, including SFMTA Sustainable Streets and SFMTA Public Outreach for approval.

M. Change Management Plan

Changes to the project scope, schedule, budget and resources may be encountered during the life of this project. Changes may include those triggered by the project design team, differing site conditions or client requests. The Construction Management Team will be responsible for managing change in accordance with the Contract Specification 01 26 00 Contract Modification Procedures.

Team members (including Design Team and Construction Management) will strive to maintain the project scope, schedule, and budget as defined through the Contract documents. When an issue, action, or circumstance occurs that could cause a change in scope, personnel, budget, or schedule, team members must communicate potential changes to relevant stakeholders and respective Project Manager as early as possible.

Step-to-Step Process to Manage Change

Proposed changes to the contract will be addressed per the following process and per General Specification 00 72 00 ARTICLE 6 – Clarifications and Changes in the Work:

1. Identify and Manage Change
 - Determine the nature or type of change (scope, schedule, and/or budget).
 - Determine the potential impact of the change.
 - Document the origin of the change (who initiated it, what precipitated it).
 - Identify who may potentially be affected.
 - Identify who is responsible for managing the change.

Contractor Initiated Change Order Request:

Contractor submits COR within 5 working days of receipt of City Clarification or other written directive that Contractor believes constitutes a change.

RE reviews merit of COR and prepares PCO memo and independent estimate.

CM/Design Initiated Proposed Change Order

RE or designer will prepare a PCO memo and preliminary estimate. RE will provide an independent estimate, if PCO is received from designer.

2. Verify and Review the Change

After review of the COR or PCO, the Construction Management Team will notify the Project Manager of proposed changes.

- All preliminary estimates, independent cost estimates, and PCO memos will be prepared by the appropriate party (R.E., PCA, PM/DM, etc.).
- R.E. will evaluate and quantify the impact to the project scope, schedule, and/or budget.
- If merit for the Change Order is acknowledged, a Record of Negotiations will be prepared for the amount agreed upon between Contractor and City.
- All PCO memos, estimates, Records of Negotiation, and supporting documents will be forwarded to the Project Manager for review/approval; PM will identify funding source if approved.
- Notify those affected by the change (i.e.: Contractor, City Agencies, Designers, etc.)

3. Track and Update Project Changes

- After the Project Manager approves CO and identifies funding source; RE issues the change order to Contractor and authorization to proceed.
- Track and document all Proposed Change Orders, Change Order Requests and approved Change Orders. Document all steps leading to the approved Change Order in the Record of Negotiation including date issue was identified, estimates prepared by Designer or CM team, negotiations with Contractor and agreements made.
- Update Project schedule if any changes affect timeline of Project. Contractor should provide schedule updates with each PCO.
- Update project drawings, as-builts, and/or specifications if changes add or delete scope of work.
- Provide appropriate notifications and documentation to team members, Contractor, consultants, etc.

N. Quality Assurance Plan

During the construction phase, the Construction Management Team will provide construction management oversight to ensure that Contractor builds all work in accordance with Contract Specifications. To ensure a quality product, Public Works will review and enforce the Contractor's approved Quality Control Plan. The Quality Control Plan will identify personnel, procedures, controls, instructions, tests, records and forms to be used for quality control. We will work with Contractor to implement the Contractor's Quality Control Plan to control and measure the characteristics of completed work in accordance with Contract Plans and Specifications.

Contract work shall be conducted under the observation of the City and the City's consultants and shall be subject to inspection by representatives of the City and other government agencies having jurisdiction to assure compliance with all requirement of the Contract Documents and applicable codes and regulations. Inspection items include, but are not limited to, construction quality, deficiencies, and corrections thereof; technical data on materials, tests, and laboratory analysis; contract change orders, claims and other contract administration matters and daily logs.

In addition to monitoring and enforcing the Contractor's Quality Control responsibilities, the team members will also schedule the SFDPW Materials Testing Lab for Quality Assurance field testing such as the In-place Density (IPD) and Portland Cement Concrete (PCC) test. Tests include but are not limited to the below table.

Type of Test/Inspection	Frequency
AC Mix Sampling	Every 500 tons of AC and/or a minimum of 1 sample per block.
AWSS Pressure Test	Varies by scope of work. Required and scheduled as-needed by SFWD inspector.
In-Place-Density (IPD)	Between layers when backfilling; and performed on subgrade before any PCC pours.
Landscaping Pressure Test	After the installation of irrigation lines.
PCC Sampling	Concrete cylinders will be taken for each 100 cubic yards of concrete placed; if less minimum of 1 sample per day (when pouring).
Rolling Straight Edge	After completion of paving.
SFWD Chlorination	After installation of new water main/lines. Required and scheduled as-needed by SFWD inspector.
SFWD Pressure Test	After installation of new water main/lines. Required and scheduled as-needed by SFWD inspector.
Traffic Signals Test	Before traffic signal activation and/or cut-over from existing to new system.
Surface Water Test	Drainage test after completion of paving.
Landscape Maintenance Period	City Landscape Architect/BUF will be scheduled at the time of Substantial Completion and at set times per Landscape Maintenance schedule for walkthroughs and City maintenance takeover.
Sewer Inspection Videos	Sewer videos will be submitted by the contractor for existing and newly installed sewer mains, side sewer laterals and culverts.

O. Required Submittals

The Contractor will submit material/manufacture specifications and/or physical samples for all materials to be used throughout the course of the Project as required by Project Specifications. These submittals will be reviewed by the Construction Management and/or respective design teams for approval prior to start of the related work.

P. Transition and Closure Plan

Upon Substantial Completion of the work, Public Works Construction Management team will initiate the Project Closeout effort according to the steps below.

1. Transition Points

- A. Substantial Completion – Contractor shall notify the City in writing when the Contractor considers that the all Construction Work is Substantially Complete and the Work is sufficiently complete in accordance with Contract Documents, excluding Long-Term Plant Establishment Work. Contractor shall request in writing that the City inspect the work. When the City determines that the Work is Substantially Complete, the City shall issue a Notice of Substantial Completion, which will establish the Substantial Completion date. Acknowledgment of Substantial Completion shall not be considered final acceptance of any portion of the work.

A Punch List Walkthrough will be setup by the Resident Engineer or his representative with the Contractor, City design and/or City operations staff to review completed Construction Work. This list will identify items that shall be corrected or completed before the City considers Final Acceptance of the Construction Work. Contractor shall be allowed 30 calendar days to complete all Punch List work, unless a longer or shorter period of time is specified in the Contract Documents.

- B. Final Completion – Upon completion of all Punch List items, Contractor shall request an inspection by the City to verify that the Construction Work is complete. After inspection of Punch List items, the City shall set the Final Completion date for the Construction Work.

- C. **Warranty Period** – The Warranty Period shall commence upon the date of Substantial Completion. This Warranty Period shall extend through (3) years time from the date of Substantial Completion, unless a longer period of time is specified in the Contract Documents. Construction Management staff will be assigned to perform annual warranty inspections during the Warranty Period. The project, excluding Long-Term Plant Establishment Work, will be transferred to the City at the completion of the Warranty Period.
- D. **Long-Term Plant Establishment Period** – Contractor shall request inspection and commencement of the contract-specified long-term plant establishment period after all irrigation, plant and landscaping material is completed. Commencement of this maintenance period shall begin upon City staff concurrence and shall continue for the contract-specified duration until Final Acceptance.
- E. **Long-Term Plant Establishment Progress Maintenance and Final Observations** – Contractor shall coordinate with City staff to provide contract-specified Progress Maintenance Observations throughout the long-term plant establishment maintenance period. Contractor shall notify the Resident Engineer or his representative in writing prior to any Progress Maintenance Observations of any conditions which may impede proper plant establishment and/or growth. At the end of the contract-specified long-term plant establishment period, Contractor shall notify the City in writing to setup the Final Maintenance Observation. Prior to this Final Observation, all items determined to be deficient during the Progress Maintenance Observations shall be completed and signed off by the Resident Engineer or his representative. At least one month prior to the end of the long-term plant establishment period, Contractor shall notify the City in writing to coordinate a meeting between the Contractor, City design staff and the City's Bureau of Urban Forestry (BUF) to ensure a smooth transition for landscaping, plant and irrigation maintenance.
- F. **Final Completion** – Upon completion of all construction work, landscaping work, the long-term plant establishment period and all deficient landscaping work identified at the time of Final Maintenance Observation, Contractor shall request in writing that the City verify that all Work is completed. After City acceptance of outstanding items, the City shall set the Final Completion date for the project and issue a Final Completion Certificate or Certificate of Acceptance. All landscaping, plant and irrigation elements of the project will be transferred to the City's Bureau of Urban Forestry upon Final Completion.
- G. **Final Payment** – Final Completion is a condition precedent to final payment. Prior to final payment recommendation, the Resident Engineer or his representative shall be furnished with all contract-specified administrative close-out documents, including but not limited to Project Record Documents, As-Built Drawings, Warranties, Operations and Maintenance Manuals, Contractor Release Letters and Final Statement of Certified Payroll Records. Prior to issuance of final payment, Contractor and City shall agree upon all additional charges for extra work and liquidated damages for delays. An appropriate Change Order will be issued as directed by the Resident Engineer or his representative to reflect actual quantities installed on the project and adjust the Contract Sum accordingly.

Before the City issues final payment to Contractor for the Work, Contractor shall sign and deliver to the City a release of liens or claims sworn to under oath and duly notarized. The release shall state that Contractor has satisfied all claims and indebtedness of every nature in any way connected with the Work, including, but not limited to, the foregoing, all payrolls,

amounts due to the subcontractors, accounts for labor performed and materials furnished, incidental services, liens, and judgments.

2. Acceptance of Work

All work shall be inspected and reviewed by the Resident Engineer or his representative, designated City designers and operations staff throughout the progress of construction. City staff from various agencies including Public Works, Municipal Transportation Agency and the Public Utilities Commission will be involved in the inspection and acceptance of completed work.

After Construction Work is Substantially Complete, Contractor shall notify the City in writing to request inspection of the work. When the City determines that the Work is Substantially Complete, the City shall issue a Notice of Substantial Completion, which will establish the Substantial Completion date. A Punch List Walkthrough will be setup by the Resident Engineer or his representative with the Contractor, City design and/or City operations staff to review completed Construction Work. Various City departments and agencies will be involved in the Punch List walkthroughs and inspection process, including but not limited to various disciplines of Public Works, the Municipal Transportation Agency and the Public Utilities Commission. City staff will generate a Punch List of all items that shall be corrected or completed before the City considers Final Acceptance of the Construction Work. Contractor shall be allowed 30 calendar days to complete all Punch List work, unless a longer or shorter period of time is specified in the Contract Documents. Partial utilization of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Contractor shall provide a 3-year warranty period on all completed work, unless a longer duration is specified in Contract Documents. At the end of the warranty period, the City will accept maintenance responsibilities of completed Construction Work.

After all irrigation, plant and landscaping material is completed, Contractor shall notify the City in writing to request inspection and commencement of the contract-specified long-term plant establishment period. Contractor and City staff will perform Progress Maintenance Observations and a Final Maintenance Observation per Contract Specifications. At the end of the plant establishment period and after Contractor meets all requirements of the Final Maintenance Observation, the City's Bureau of Urban Forestry shall accept maintenance responsibilities of all landscaping, plant and irrigation Work.

Final acceptance of the project will be established upon Final Completion of all Construction Work as well as Final Completion of the Long-Term Plant Establishment Period. Acceptance of Work shall be provided in writing through the Resident Engineer or his representative by issuance of a Final Completion Certificate or Certificate of Acceptance.

Final payment will be released to Contractor after the City issues a Final Completion Certificate and all required contract close-out documents per Contract Specifications is reviewed and accepted by the Resident Engineer or his representative.

3. Demobilize Staff and Resources

As the project nears Substantial Completion, various Construction Management team members will transition to new projects and assignments. During punch list work, the long-term plant establishment period and the close-out phase of the project, staff will be limited to essential key employees to minimize project costs and facilitate adequate close-out coordination and documentation. Closeout lessons learned and partnering sessions will be scheduled to identify project challenges and successes. These sessions are anticipated to share experiences and improve the knowledge base of all staff. Not only will these sessions share and document what went wrong during the project and provide suggestions to avoid similar occurrences in the future, these sessions will bring to light what went well on the project and how similar projects may benefit from this information. Reports from these sessions will be distributed to project team members and

the Project Manager to archive as part of the Department's lessons learned database and general employee reference.

Before transitioning to other assignments, each team member will confirm that all paper and electronic project files, including daily reports, photos, submittals, drawings and material tags, are saved in project files and network drives for record purposes. All record documents shall be properly filed and stored for record retention purposes. All project-specific equipment and resources shall be returned to the appropriate City agency or Contractor. Field offices or trailers shall be cleaned and inspected to assure removal of all construction related temporary facilities.

4. Evaluate, Reward and Recognize Team Members

At the start of the project, management will convey and outline clear employee responsibilities for each member of the Construction Management team. During the course of the project, open communication and constructive feedback will be provided to each employee based upon review of each employee's assigned duties, as-needed. One-on-one sessions between the Construction Manager and each employee to review specific project demands will also be scheduled, as-needed. Regular team meetings will be held to review project status and evaluate, reward and recognize team members for their contributions and successes. Meetings will highlight the extra efforts and exemplary performance of high performing employees to inspire continued efforts for improvement and success. Team meetings will also share lessons learned throughout the progress of the project, not only at the end of the project, to evaluate and recognize specific employee efforts and actions that have contributed to project progress and completion.

Employees will be provided Annual Employee Performance Appraisals along with mid-year check-ins. These sessions will evaluate individual employee contributions to pre-established individual and department goals and objectives. Each staff member will meet with the Construction Manager one-on-one to allow for personal evaluation of employee performance. Employee evaluation and recognition will be recorded in each employee's individual Annual Employee Performance Appraisal.

5. Archive Project Material

All hard copy project records, including but not limited to submittals, project schedules, plans, specifications, quantity backup records, correspondences and field memos, shall be organized and filed for future reference and record purposes in accordance to the project file system. Project documents will be archived in boxes or cabinets. They will be properly labeled and stored by the City.

All electronic project records, including but not limited to daily reports, weekly reports, RFI's, change order documentation, progress payment documentation and pertinent email correspondences, shall be organized and electronically saved for future reference and record purposes in accordance to the project's electronic file system.

Full-size paper copies of as-built drawings shall be submitted by the Contractor as required by Contract Specifications. After review and acceptance by the Resident Engineer or his representative, as-built drawings may be distributed to respective designers of various agencies for final review and acceptance. Upon final acceptance by the Resident Engineer or his representative and respective designers, the as-built drawings will be submitted to Public Works' Contract Preparation & Project Controls Division. Drawings will be scanned and electronically saved for record purposes.

All video and photo inspection logs and records required as part of the project, including but not limited to pre- and post-construction main sewer, side sewer and culvert inspection videos as well as pre- and post-construction survey photos, will be verified as viewable and acceptable by the Resident Engineer or his representative, Public Works Hydraulics Engineer and other designated

Resident Engineer or his representatives. All submitted inspection videos and photos will be saved on CD-ROM disks, hard copy files or on the City's network drive for record purposes.

6. Lessons Learned

As part of the City's Strategic Goal 2A: "Create beautiful, highly functional and sustainable public spaces", the project team will hold a Lessons Learned session after project completion. The Lessons Learned session will help to share knowledge gained from experience throughout the project. Lessons learned can help the City produce higher quality projects in the future, and can lead to time and cost savings.

A Lessons Learned form will be filled out by all teams, and a meeting will be held to discuss the issues/non-issues, etc.

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

THIS AMENDMENT is made and shall be effective on the 21st day of September 2021, by and between San Francisco Department of Public Works ("SFPW") and the Office of Community Investment and Infrastructure ("OCII"), the Successor Agency to the San Francisco Redevelopment Agency, referred to collectively as "Parties" or individually as "Party".

RECITALS

- A. On September 17, 2013, the Successor Agency Commission ("Commission") approved, by Resolution No. 46-2013, a Memorandum of Understanding ("MOU") whereby SFPW agreed to provide design coordination, project management, and construction management services for the Transbay Folsom Street Improvement Project (the "Project") and OCII agreed to fund design review and related services for the Project. The MOU divided the Project into two phases of work: Phase 1 covering design development, permit and approvals and Phase 2 covering construction documents, bid, and inspection. The MOU included OCII funding only for Phase 1 services and anticipated that OCII would fund Phase 2 by amending the MOU at a later date. The original term of the MOU was three years with an expiration date of September 17, 2016.
- B. On August 18, 2015, the Commission approved, by Resolution No. 52-2015, a First Amendment to the MOU to fund services necessary for Subphase 2A. This Subphase was required to complete necessary private property investigations, public outreach, fund permit fees, and additional project management tasks prior to the next Subphase of the Project.
- C. On March 21, 2017, the Commission approved, by Resolution No. 13-2017, a Second Amendment to the MOU to fund services necessary for Subphase 2B. This Subphase was required to complete 100% construction documentation and to bid and award the Project, as well as to define the terms of acceptance for certain streetscape elements specified in the Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan.
- D. The Second Amendment also extended the term of the MOU for an aggregate total of seven years from the date of execution, i.e. September 17, 2020.
- E. On June 19, 2018, the Commission approved, by Resolution No. 28-2018, the Third Amendment to the MOU to fund services necessary for Subphase 2C. This Subphase was required to administer the construction contract and provide project management, engineering, construction management, and inspection services, as well as to provide full funding of the awarded construction contract and contingency.

- F. The Third Amendment also revised the Phase 2 Deliverables table of Section III to anticipate SFPW awarding a construction contract in June 2018 and completing construction management and inspection services within two years by July 2020.
- G. After execution of the Third Amendment, SFPW encountered significant delays in finally awarding the construction contract and had to rebid the Project, which was finally awarded to Mitchell Engineering as the General Contractor. As a result, the MOU milestones for completion of construction and for SFPW's construction management and inspection services were no longer valid. In effect, the timeline of the underlying construction contract for which OCII had retained SFPW project management services was out of sync with the MOU and the completion of construction exceeded the the expiration date of the MOU.
- H. The Parties did not amend the MOU to extend its term to reflect the revised time frame for construction completion and post construction milestones, which included a three year Long-Term Plant Establishment ("LTPE") period ending on March 23, 2024 and which requires SFPW to provide construction management services.
- I. On March 16, 2020, the Health Officer of the City and County of San Francisco ("Health Officer") issued Order of the Health Officer No. C19-07 ("Original Health Officer Order") that, among other things, halted work on all active construction projects. On March 31, 2020 the Health Officer issued Order of the Health Officer No. C19-07b which amended the Original Health Officer Order and allowed construction to continue for essential public works projects as deemed by the City Administrator. The Project was deemed an essential public works project.
- J. On December 13, 2020, SFPW issued a change order to the General Contractor to revise the construction contract's Substantial Completion date to February 17, 2021 (a 148 calendar day extension) due to COVID-19 pandemic-related manufacturer delays that impacted the procurement of traffic signals and poles. The Project successfully met this revised Substantial Completion date.
- K. Once the LTPE period is complete, the General Contractor and SFPW shall resolve all outstanding items within 60 calendar days. The SFPW Project Manager will then complete contract closeout, financial reconciliation, and bill OCII for final project closeout costs.
- L. OCII desires to have SFPW complete the scope of work for Subphase 2C, as more fully described in Section V, Phase 2 – Construction Documents, Bid, and Inspection Phase, of the MOU.
- M. The Parties wish to extend retroactively the term of the MOU from September 18, 2020 to September 30, 2024 to include construction management and inspections services that have occurred since September 17, 2020 and that will occur during the LTPE period that ends on March 23, 2024 and during a contract closeout and financial reconciliation period after the LTPE period.

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

AGREEMENT

The following section of the MOU is amended as follows:

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

The term of this contract commenced on September 17, 2013 and shall be in effect continuously until expiration on September 30, 2024.

The delivery dates for Phase 1 will be based on the submittal of the design documents by CMG and OCIL. CMG will provide DPW with 12 bound sets and 1 DVD of the drawings for each design package. DPW estimates 2 months from the receipt of each design package as detailed below to distribute drawings, complete the review, meet with the designers, and consolidate comments from the agencies and return comments to CMG.

The Parties acknowledge that the Project schedule may need to be revised as the Project scope evolves and becomes better defined during the design development and construction phases, subject to mutual written acceptance.

Phase 1 Deliverables are:	Due Date
Schematic Design Package comments	Complete
50% Design Development (DD) Package	Complete
100% Design Development Package comments	Complete
50% Construction Document (CD) Package comments	Complete

Phase 2 Deliverables are:	Due Dates (as of Amendment #4)
95% Construction Document Package comments	Complete
100% Construction Document Package comments	Complete
Bid	Complete
Award	June 2018 April 12, 2019
Construction Management / Inspections	September 2018 July 2020 May 2019 – March 2024
<u>Long-term Plant Establishment Period (LTPE)</u>	<u>March 23, 2021 – March 24, 2024</u>
<u>Final Completion</u>	<u>May 2024</u>
<u>Financial Reconciliation and Project Closeout</u>	<u>April 2024 – September 30, 2024</u>

IN WITNESS WHEREOF, The Parties have executed this Amendment on the date set forth

above:

SAN FRANCISCO DEPARTMENT OF
PUBLIC WORKS

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

Recommended by:

Recommended by:

Michelle Woo, PE
Project Manager

Ben Brandin
Transbay Project Manager

Recommended by:

APPROVED AS TO FORM:

Albert Ko, PE
City Engineer

James B. Morales
General Counsel

Approved by:

Approved by:

Carla Short
Interim Director
San Francisco Public Works

Sally Oerth
Interim Executive Director
Office of Community Investment and
Infrastructure