

AGENDA ITEM 7e
Treasure Island Development Authority
City and County of San Francisco
Meeting of February 8, 2023

Subject: Resolution Approving and Authorizing the Execution of a Memorandum of Agreement between the Treasure Island Development Authority and San Francisco County Transportation Authority for Construction Services for the Yerba Buena Island Westside Bridges Seismic Retrofit Project (*Action Item*)

Contact: Robert Beck, Treasure Island Director

BACKGROUND

The SFCTA is preparing to construct the Westside Bridges Seismic Retrofit Project (“Westside Bridges Project” or “Project”). The Westside Bridges Project will demolish eight bridge structures and reconstruct a realigned roadway, six retaining walls, and a new undercrossing structure from the San Francisco to Oakland Bay Bridge (“SFOBB”) to the intersection of Treasure Island Road and Macalla Road. This project will replace seven seismically deficient bridges and retrofit one bridge with a realigned roadway and retaining walls, a Class II bicycle facility, and a transit-only access on-ramp. Additionally, one structure will be seismically retrofitted and requires a column relocation. Construction of the Westside Bridges Project, along with Southgate Project, will complete the circulation improvements on Yerba Buena Island to support and facilitate improved access to and from the Bay Bridge, accommodating new traffic resulting from development of the islands and providing a seismically safe and improved roadway network for the public’s use.

TIDA asked the SFCTA, in its capacity as the Congestion Management Agency to the City and County of San Francisco, to lead the effort to plan, fund, and, ultimately, construct the Westside Bridges Project and new westbound ramps project connecting Yerba Buena Island to the new eastern span of the SFOBB (the “Westbound Ramps Project”; collectively the “Ramps Projects”). In July 2008, TIDA and the SFCTA entered into a memorandum of agreement for project management and oversight, engineering and environmental services for the Ramps Projects. The SFCTA completed construction of the Westbound Ramps Project in 2016 and has coordinated the final design and schedule for construction of the Westside Bridges Project with the Southgate Project and other right-of-way improvements on Yerba Buena Island

The Project is shovel ready and the construction phase is estimated to cost \$115.9 million. In January 2023, the TIDA Board of Directors approved a resolution to execute a Memorandum of Agreement for a \$3.505 million TIDA contribution to fund the Project (“Funding MOA”).

DISCUSSION

To memorialize the roles of TIDA and the SFCTA for certain construction services for the Project construction phase, TIDA and the SFCTA have negotiated a memorandum of agreement (the “MOA”) to set forth commitments from the Parties to the Project, including project management and administrative services, consultant services, Caltrans services, construction services, coordination, and permitting responsibilities (together “Construction Services”).

Pursuant to the proposed MOA, the SFCTA shall provide certain project management and administrative services and maintain certain professional services contracts, including a professional service contract with WMH Corporation, Inc. (the “Consultant Services”), a professional construction management contract with WSP USA Inc. for construction management (“Construction Manager”), and a construction contract with Golden State Bridge/Obayashi Joint Venture to build the Project (“Construction Contractor”). All obligations undertaken and work performed by the SFCTA pursuant to the Construction Contract are SFCTA Costs that are subject to reimbursement from funding sources identified in the Funding MOA.

Under the MOA, TIDA agrees to indemnify and hold the SFCTA harmless from, certain any and all liabilities incurred by the SFCTA in connection with the Construction Contract. Additionally, the SFCTA, TIDA and Treasure Island Community Development (“TICD”), the Master Developer of TI and YBI development projects) continue to coordinate the construction and opening of the detour prior to the required closure of Treasure Island Road to allow construction of the Project. TICD has completed the 2-way Macalla Road improvements, and Macalla Road will remain in the 2-way configuration until the completion of the Project.

The MOA also memorializes certain coordination activities between the Parties, specifically as it relates to seeking advice and consultation from Caltrans, the United States Coast Guard (“USCG”), Federal Highway Administration (“FHWA”), the San Francisco Public Works (“SFPW”), the San Francisco Municipal Transportation Agency (“SFMTA”), and the San Francisco Public Utilities Commission (“SFPUC”, and together with DPW and SFMTA, the “City Departments”), and working with such City Departments to secure necessary permits and requirements for the acceptance of infrastructure by the City.

RECOMMENDATION

TIDA staff recommends the Authority Board authorize the Treasure Island Director (“Director”) to enter into the Memorandum of Agreement between the San Francisco County Transportation Authority and the Treasure Island Development Authority for Construction Services for the Yerba Buena Island Westside Bridges Seismic Retrofit Project.

EXHIBITS

- A. Draft of the Memorandum of Agreement between the San Francisco County Transportation Authority and the Treasure Island Development Authority Regarding Funding for the Yerba Buena Island Westside Bridges Seismic Retrofit Project.

EXHIBIT A

Memorandum of Agreement between the Treasure Island Development Authority
and the San Francisco County Transportation Authority for Construction
Services for the Yerba Buena Island Westside Bridges Seismic Retrofit
Project

MEMORANDUM OF AGREEMENT # XX/XX-XX

for

Construction Services for the Yerba Buena Island Westside Bridges Seismic Retrofit Project

THIS AGREEMENT (this “Agreement”) is made and shall be effective on the [date 1: day] day of [month], [year], by and between the San Francisco County Transportation Authority (“Transportation Authority”) and the Treasure Island Development Authority, a California nonprofit public benefit corporation (“TIDA”), referred to collectively as “Parties” or individually as “Party.”

RECITALS

- A. WHEREAS, the Transportation Authority has been designated as the Congestion Management Agency (CMA) for the City and County of San Francisco (the “City”) under State law. In this capacity, the Transportation Authority has a wide range of responsibilities that includes preparing the long-range Countywide Transportation Plan, prioritizing state and federal transportation funds designated for San Francisco, and developing and operating a computerized travel demand forecasting model.
- B. WHEREAS, TIDA is the local reuse authority for purposes of the redevelopment and conversion of former Naval Station Treasure Island (“NSTI”) to productive civilian uses, including portions of Yerba Buena Island (“YBI”).
- C. WHEREAS, TIDA asked the Transportation Authority, in its capacity as the CMA, to lead the effort to prepare and obtain approval for all required technical documentation for the YBI Westside Bridges Seismic Retrofit Project (“PROJECT”) because of its expertise in funding and interacting with the California Department of Transportation (“Caltrans”) on design aspects of the project. The PROJECT is a critical component of island traffic circulation leading to and from the San Francisco-Oakland Bay Bridge (“SFOBB”).
- D. WHEREAS, TIDA further requests that the Authority, acting on TIDA’s behalf, to pursue construction of the PROJECT and enter into a construction contract (“Construction Contract”) consistent with the California Public Contract Code and the California Labor Code. The Authority is willing to do so provided that TIDA agrees to indemnify and hold the Authority harmless from certain liabilities as more particularly set forth in this Agreement.
- E. WHEREAS, Construction of the PROJECT will require Treasure Island Road be closed between Macalla Road and Forest Road to all non-construction traffic. WB I-80 traffic traveling to or leaving YBI and Treasure Island (“TI”) will use the ramps at Macalla Road. EB I-80 traffic traveling to YBI and TI will use the Southgate Road off ramp, crossing underneath the SFOBB and connecting to Macalla Road. EB I-80 traffic leaving YBI and TI will use a detour route along Macalla Road to Yerba Buena Road to Forest Road (on private property) to Forest Road Detour to Hillcrest Road to the I-80 EB on ramp (collectively, the “DETOUR”). Macalla Road must be used as a 2-way facility (one lane in each direction) to provide these connections.

- F. WHEREAS, the Transportation Authority, TIDA and Treasure Island Community Development (“TICD”, the Master Developer of TI and YBI development projects) are continuing to coordinate the construction and opening of DETOUR prior to the required closure of the aforementioned portion of Treasure Island Road. TICD has completed the 2-way Macalla Road. Macalla Road will remain in the 2-way configuration until the completion of the PROJECT. SFCTA will be responsible for causing the Construction Contractor to restore damage to the roadway surface on the portion of DETOUR on private property caused by the public use of DETOUR to a serviceable condition and to restore signing and striping to the As-Built condition prior to implementation of DETOUR.
- G. WHEREAS, the Transportation Authority will utilize the Construction Manager/General Contractor (CMGC) delivery method for the PROJECT.
- H. WHEREAS, funding for the Transportation Authority’s costs to deliver and construct the PROJECT (“Transportation Authority Construction Costs”) is addressed in that certain memorandum of agreement # 22/23-22 between the Parties (“Funding MOA”), which Funding MOA identifies the sources of funding for the PROJECT, including Prop K and the TIDA Funding, as such terms are defined in the Funding MOA. The Funding MOA further provides that the Parties shall work together to address any funding shortfalls that may arise during construction of the PROJECT. Nothing in this Agreement is intended to change or increase the funding commitment by TIDA under the Funding MOA.
- I. WHEREAS, this Agreement sets forth certain rights and obligations of the Transportation Authority and TIDA with respect to the construction phase of work for the PROJECT.

AGREEMENT

The Parties agree to the following:

1. **Project Management and Administrative Services.** The Transportation Authority shall provide project management and administrative services described in Appendix A “Description of Transportation Authority Services,” attached hereto and incorporated by reference as though fully set forth herein.
2. **Consultant Services, Caltrans Services and Construction Services.**
 - a. **Consultant Services.**
 - i. The Transportation Authority shall maintain a contract for professional services with WMH Corporation, Inc. (“Consultant”), the designer of record, to provide design services during construction (the “Consultant Services”).
 - ii. The Transportation Authority shall contract for the professional construction management services with WSP USA Inc. (“Construction Manager”) as more particularly described in the Construction Manager Scope of Services set forth in Appendix B (the “Construction Manager Services”).
 - b. **Construction Services.** The Transportation Authority shall provide Construction Services for the PROJECT described in Appendix A.

- i. The Parties acknowledge and agree that in order to provide Construction Services, the Transportation Authority has already entered into, or must enter into, agreements with various entities (“Construction Services Agreements”).
 - ii. The Transportation Authority shall enter into the Construction Contract with Golden State Bridge/Obayashi Joint Venture (“Construction Contractor”) to build the PROJECT, all as more particularly described in the approved final Plans, Specification & Estimate dated _____ (“Final PS&E”), and in accordance with the estimated Construction Contractor Budget set forth in Appendix C, both of which are incorporated by reference as if fully set forth herein. All obligations undertaken and work performed by the Transportation Authority pursuant to the Construction Contract are Transportation Authority Construction Costs that are subject to reimbursement from funding sources identified in the Funding MOA.
3. **Coordination.** The Transportation Authority and TIDA agree to the following with regard to the performance of the Project Management Services, Administrative Services, Consultant Services, Construction Manager Services, and Construction Services under this Agreement:
 - a. The Parties acknowledge that TIDA may seek advice and consultation from the San Francisco Public Works (“SFPW”) and the San Francisco Municipal Transportation Agency (“SFMTA”), and the San Francisco Public Utilities Commission (“SFPUC”, and together with DPW and SFMTA, the “City Departments”) in fulfilling its obligations under this Agreement, and Transportation Authority agrees to cooperate with TIDA and any City Departments so designated by TIDA. The Transportation Authority agrees to cooperate and consult with TIDA on all material aspects of the PROJECT. The Parties agree to work together to establish appropriate coordination and consultation procedures throughout construction periods to promote effective and timely PROJECT delivery.
 - b. The Parties acknowledge majority of the PROJECT is within the City’s jurisdiction and outside of State right-of-way. As such, consistent with Recital C, the Transportation Authority shall obtain necessary approvals and permits from the City for the PROJECT as well as necessary approvals and permits from Caltrans as needed for work in the State right-of-way.
 - c. The Parties acknowledge the intent of the PROJECT is to offer applicable infrastructure (roadway sections, curbs, medians, retaining walls, roadway striping, signage, streetlights, utility poles and conduits, stormwater main, catch basins, manholes, telecommunication lines, electrical lines, transformers, collectively “Offer Infrastructure”) to the City for acceptance upon completion. The Parties further acknowledge that TIDA shall be recognized as owner of each and every element of the Offer Infrastructure upon issuance of a Notice of Completion by SFPW, and responsible for operation and maintenance thereof, until each such element of the Offer Infrastructure is accepted by the applicable City Department.
 - d. The Parties acknowledge that City will require the PROJECT to undergo applicable City construction administration and inspection processes including but not limited to City Departments’ review and concurrence of construction material submittals, RFI, change orders, and determination and notice of completion with respect to the Offer Infrastructure.
 - e. The Parties agree to work together and with appropriate City Departments to establish appropriate coordination and consultation procedures throughout the construction period to

promote effective and timely delivery of PROJECT and fulfill the intent as described in Section 3d.

- f. The Transportation Authority shall conduct all communications with the Consultant, the Construction Manager, Caltrans, TIDA, utility owners, the United States Coast Guard (“USCG”), Federal Highway Administration (“FHWA”), the Construction Contractor, the City Departments, and other relevant agencies regarding deliverables, task updates or other performance of services.
 - g. The Transportation Authority shall maintain project records including deliverables, progress reports, correspondence, and a full accounting of the Transportation Authority Construction Costs, and shall make such records available to TIDA upon request.
 - h. The Transportation Authority and TIDA shall have coordination meetings, as needed.
 - i. All services under this Agreement shall be performed in accordance with the Transportation Authority’s policies, procedures and customary practices for projects of similar size, cost and scope.
4. **Permits.** The Transportation Authority shall be responsible for securing all permit(s) from SFPW required for construction of PROJECT. In the event that funding limitations prevent construction of full PROJECT, TIDA and the Transportation Authority shall coordinate submission of a refined PROJECT scope for permit revisions with SFPW.
5. **Term.** The term of this Agreement shall be from January 1, 2023 to December 31, 2029. Time extensions shall be by amendment to this Agreement and by mutual agreement between the Parties.
6. **Indemnification.** TIDA acknowledges and agrees that the Transportation Authority will perform the Construction Services for PROJECT and has or will enter into agreements, licenses or contracts at the request, and for the benefit, of TIDA. Construction Services could include but not be limited to consultant agreements, utility relocation agreements, funding agreements, Construction Manager Agreement, and Construction Contract (collectively, the “Construction Services Agreements”). In consideration of the Transportation Authority’s performance of the Construction Services and direct entry into the Construction Services Agreements for the benefit of TIDA, TIDA agrees to protect, indemnify, defend and hold harmless the Transportation Authority, its Board of Commissioners, officers and employees (“Indemnitees”) from and against any and all losses, liabilities, claims, suits, actions, and damages of any kind (including reasonable attorney’s fees) arising from the Construction Services Agreements or the actions or inactions of the Transportation Authority or TIDA undertaken in connection with the Construction Services, including the DETOUR, except to the extent the same arise out of the negligence or willful misconduct of the Transportation Authority. TIDA further acknowledges and agrees that the foregoing indemnity is a material part of the consideration for the Transportation Authority’s entry into this Agreement, and that the Transportation Authority would not enter into the Construction Services Agreement in the absence of such indemnity. Before seeking indemnity from TIDA under this section, the Parties agree to work together (in consultation with the City Attorney’s Office) to make claims against and seek payment from responsible contractors or subcontractors under the Construction Services Agreements, or their insurers or bonding companies, and/or other responsible parties, if and to the extent the City Attorney’s Office determines that a cause of action exists against any such third party. The costs

of such claim or action shall be paid by TIDA. TIDA's obligation to indemnify the Transportation Authority shall survive expiration or earlier termination of this Agreement.

7. **Disputes:** If and to the extent there are any disagreements between the Transportation Authority and TIDA, the Parties agree to meet and confer expeditiously in good faith to resolve the disagreements. To the extent the Parties are unable to resolve a dispute involving a matter that would require TIDA to make an unreimbursed payment, and despite good faith efforts by the Parties to resolve such dispute, the directives of TIDA shall control so long as such directives are consistent with all other provisions of this and all other related Agreements, are consistent with governing law and would not create a condition in which Transportation Authority could be exposed to liabilities for which TIDA's indemnifications of Transportation Authority do not apply.
8. **Notices:** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail or by e-mail, and shall be addressed as follows:

To Authority: **Ms. Cynthia Fong**
 Deputy Director for Finance and Administration
 San Francisco County Transportation Authority
 1455 Market Street, 22nd Floor
 San Francisco, California 94103
 Phone: (415) 522-4800
 E-mail: cynthia.fong@sfcta.org

To TIDA: **Mr. Robert Beck**
 Treasure Island Project Director
 Treasure Island Development Authority
 1 South Van Ness Avenue, 5th Floor
 San Francisco, California 94103
 Phone: (415) 274-0662
 E-mail: Bob.Beck@sfgov.org

Any notice of default must be sent by registered mail.

9. **Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
10. **Right to Terminate.** Either party may terminate this Agreement, in whole or in part, at any time upon five (5) working days' prior notice. In the event of such a termination, the Transportation Authority shall submit a final project progress report to TIDA identifying work completed and the total Transportation Authority Construction Costs incurred through the termination date within forty-five (45) days of such termination.
11. **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
12. **Audit and Inspection of Records.** The Parties agree to maintain and make available to the each other, during regular business hours, accurate books and accounting records relating to

their work under this Agreement and the work of any third parties performing work on the Project. The Parties will permit each other to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Parties shall maintain such data and records in an accessible location and condition for a period of not less than three years after the Transportation Authority receives final payment from TIDA. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon the Parties by this Section.

13. **Controller's Certification of Funds.** Consistent with the Funding MOA, the terms of this Agreement shall be governed by and subject to the budget and fiscal provisions of the City Charter. Notwithstanding anything to the contrary contained in this Agreement, there shall be no obligation for the payment or expenditure of money by TIDA under this Agreement until the City Controller's Office first certifies, pursuant to Section 3.105 of the City Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. TIDA shall use good faith efforts to seek appropriation and Controller's certification of the funds necessary to reimburse the Transportation Authority in accordance with this Agreement.

[Remainder of page left blank – signatures on next page.]

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

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

TREASURE ISLAND DEVELOPMENT
AUTHORITY

Recommended by:

Recommended by:

Cynthia Fong
Deputy Director for Finance and Administration
San Francisco County Transportation Authority

Robert Beck
Treasure Island Director

Recommended by:

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

Carl Holmes
Deputy Director for Capital Projects
San Francisco County Transportation Authority

Charles Sullivan, Deputy City Attorney

Approved by:

TIDA Board Resol. No. _____
Approved February 8, 2023

Tilly Chang
Executive Director
San Francisco County Transportation Authority

APPENDICES

Appendix A: Description of Authority Services

Appendix B: Construction Manager Services

Appendix C: Construction Phase Budget

Appendix A

Description of Transportation Authority Services

The Transportation Authority will be using the Construction Manager/General Contractor (CM/GC) project delivery method for PROJECT. The Transportation Authority will provide project management, administrative and construction services for PROJECT. These services include project management oversight consultant services, Transportation Authority support staff services, legal services and other administrative services related to the PROJECT.

Project Management Services performed by Transportation Authority and Project Management Oversight staff

Project Management Services will include the following activities:

- Briefings to Transportation Authority and TIDA management regarding project issues and progress;
- Monitor and review PROJECT Consultant, Construction Manager and Construction Contractor performance, work products, deliverables;
- Review Consultant and Construction Manager monthly progress reports, with emphasis on trends, issues and problems, potential future issues and problems, proposed solutions;
- Review schedule and cost, including milestones and percent expended/completed;
- Review and approve invoices;
- Prepare project financial plan and schedule;
- Review and make recommendations on any project scope change requests;
- Follow up on issues and deficiencies to assure corrective action;
- Attend and participate in meetings, and make presentations as requested;
- Draft memos and reports as requested; draft and distribute meeting minutes;
- Assist in engineering and technical reviews
- Prepare necessary relevant documents;
- Provide project management and coordination services for the preparation of all required technical work products;
- Provide day-to-day project management services, and participate in construction coordination meetings; attend Board meetings as requested by Transportation Authority staff;
- Prepare periodic Staff Reports for the Board agenda packets as requested by Transportation Authority staff;
- Provide coordination between all stakeholders including Transportation Authority staff, TIDA, SFPW, SFMTA, SFPUC, Caltrans, FHWA, various resource agencies, USCG, FHWA, and the public as necessary;
- Provide oversight of all consultant contracts for the preparation of all required technical work products;
- Provide project management of selected consultants on the PROJECT with respect to budget, schedule, and scope, and ensure PROJECT issues that surface are addressed expeditiously;
- Assist with preparation and submittal of funding applications and participate in meetings with appropriate staff and agencies required to obtain funding;

- Provide proscriptive analysis to Transportation Authority staff, prospective issues and proposed resolutions in advance;
- Assist Transportation Authority staff in tasks necessary to maintain and expedite project delivery; and
- Other Project Management-related tasks as requested by Transportation Authority staff.

Administrative Services performed by Transportation Authority and Project Management Oversight staff

Administrative Services will include the following activities:

- Manage and administer contracts with Consultant, Construction Manager, and Construction Contractor;
- Process payment of Consultant, Construction Manager, and Construction Contractor invoices;
- Obtain federal and state grant reimbursements;
- Provide legal counsel services related to the review of PROJECT documents;
- Perform annual audit and pre-award audit services as necessary;
- Prepare memos and reports as requested for Authority Committees and Board;
- Attend meetings with TIDA staff and stakeholders;
- Maintain sufficient insurance amounts and coverages to meet PROJECT requirements;
- Record keeping and filing; and
- Other related tasks as requested.

Construction Services performed by Transportation Authority and Project Management Oversight staff

Construction Services will include the following activities:

- Enter into Utility Relocation Agreements, the CM/GC Preconstruction contract, the Construction Contract and all other related documents for receipt of federal and state funds for the PROJECT;
- Procure and enter into contract for construction management services with the Construction Manager; and
- Procure and enter into the Construction Contract with the Construction Contractor to build PROJECT.

Appendix B

Construction Manager Services

SCOPE OF SERVICES

The construction management firm shall provide the necessary full construction management services for PROJECT in San Francisco, California. The construction management contract for PROJECT will consist of a three-phase effort with Phase 1 consisting of pre-construction services; Phase 2 consisting of construction phase management services, and Phase 3 consisting of post construction phase services.

The construction management (CM) services required will include:

TASK 1 – PRE-CONSTRUCTION SERVICES

- Perform constructability review of the construction contract documents (construction plans, special provisions, and relevant information) for the project.
- Perform biddability review of the 100% contract documents (construction plans, special provisions, relevant information) for the project to identify any discrepancies, inconsistencies, omissions, ambiguities, proposed changes and recommendations.
- Process Construction Contract for execution by the Construction Contractor.
- Arrange for, coordinate and conduct a pre-construction conference, including preparation of meeting minutes.
- Complete review, comment and approval of the Construction Manager's baseline schedule of work.

TASK 2 – CONSTRUCTION PHASE SERVICES

- Perform all necessary construction administration functions as required by the Transportation Authority's Construction Contract Administration Procedures, Caltrans Standard Specifications, the project Special Provisions, and Caltrans Construction Manual and Local Programs Manual including:
 - Perform all required field inspection activities, monitor Construction Contractor's performance and enforce all requirements of applicable codes, specifications, and contract drawings.
 - Provide inspectors for day-to-day on the job observation/inspection of work. The inspectors shall make reasonable efforts to guard against defects and deficiencies in the work of the Construction Contractor and to ensure that provisions of the contract documents are being met.
 - Prepare daily inspection reports documenting observed construction activities.
 - Hold weekly progress meetings, weekly or as deemed necessary, between contractors, the Authority, USCG, TIDA, the City Departments and other interested parties. Prepare and distribute minutes of all meetings.
 - Take photographs and videotape recordings of pre-construction field conditions, during construction progress, and post construction conditions.
 - Prepare and recommend contractor progress payments including measurements of bid items. Negotiate differences over the amount with the contractor and process payments through the Transportation Authority Project Manager.
 - Monitor project budget, purchases and payment.

- Prepare monthly progress reports documenting the progress of construction describing key issues cost status and schedule status.
- Establish and process project control documents including:
 - Daily inspection diaries
 - Weekly progress reports
 - Monthly construction payments
 - Requests for Information (RFIs)
 - Material certifications
 - Material Submittals
 - Weekly Statement of Working Days
 - Construction Change Orders
 - Review of certified payrolls
- Review of construction schedule updates:
 - Review Construction Contractor's monthly updates incorporating actual progress, weather delays and change order impacts. Compare work progress with planned schedule and notify Construction Contractor of project slippage. Review Construction Contractor's plan to mitigate schedule delay. Analyze the schedule to determine the impact of weather and change orders.
- Evaluate, negotiate, recommend, and prepare change orders. Perform quantity and cost analysis as required for negotiation of change orders.
- Analyze additional compensation claims submitted by the Construction Contractor and prepare responses. Perform claims administration including coordinating and monitoring claims responses, logging claims and tracking claims status.
- Process all Construction Contractor submittals and monitor design consultant and Caltrans review activities.
- Review, comment and facilitate responses to RFIs. Prepare responses to RFI on construction issues. Transmit design related RFIs to designer. Conduct meetings with Construction Contractor and other parties as necessary to discuss and resolve RFIs.
- Act as construction project coordinator and the point of contact for all communications and interaction with the Construction Contractor, Caltrans, USCG, TIDA, City Departments, project designer and all affected parties.
- Schedule, manage and perform construction staking in accordance with the methods, procedures and requirements of Chapter 12 of the Caltrans Surveys Manual.
- Schedule, manage, perform and document all field and laboratory testing services. Ensure the Construction Contractor furnishes Certificates of Compliance or source release tags with the applicable delivered materials at the project site. Materials testing shall conform to the requirements and frequencies as defined in the Transportation Authority's Construction Contract Administration Procedures.
- Coordinate and meet construction oversight requirements of Caltrans, TIDA, and the City Departments for work being performed within the respective jurisdictions. Construction Manager shall be responsible for coordinating with Caltrans, USCG, TIDA and the City Departments regarding traffic control measures, press releases, responses to public inquiries, and complaints regarding the project.

- Oversee environmental mitigation monitoring. Monitor and enforce Construction Contractor SWPPP compliance.
- Review Construction Contractor Code of Safe Practices and notify Construction Contractor of any observations of safety non-compliance. . Construction Contractor is responsible for project safety.
- Facilitate all necessary utility coordination with respective utility companies and coordinate implementation of utility agreements.
- Provide coordination and review of Construction Contractor’s detours and staging plans with all appropriate agencies.
- Maintain construction documents per Federal and State requirements. Enforce Labor Compliance requirements.
- Quality Assurance/Quality Control (QA/QC) – Establish and implement a QA/QC procedure for construction management activities undertaken by in-house staff and by subconsultants. The QA/QC procedure set forth for the project shall be consistent with Caltrans’ most recent version of the “Guidelines for Quality Control/Quality Assurance for Project Delivery”. Enforce Quality Assurance requirements.

TASK 3 – POST-CONSTRUCTION SERVICES

- Perform Post Construction Phase activities including:
 - Prepare initial punch list and final punch list items.
 - Finalize all bid item, claims, and change orders. Provide contract change order documentation to project designer. Coordinate preparation of record drawings (as-built drawings) by project designer.
 - Provide final inspection services and project closeout activities, including preparation of a final construction project report per Federal and State requirements.
 - Turn all required construction documents over to the Transportation Authority, City Departments, and TIDA for archiving.
 - Assist the Transportation Authority in compilation of data for Annual FWHA Performance Measures reporting to the RAISE Grant funding.

GENERAL PROJECT ADMINISTRATION

The Construction Manager will also perform the following general project administrative duties:

- a) Prepare a monthly summary of total construction management service charges made to each task. This summary shall present the contract budget for each task, any re-allocated budget amounts, the prior billing amount, the current billing, total billed to date, and a total percent billed to date. Narratives will contain a brief analysis of budget-to-actual expenditure variances, highlighting any items of potential concern for Transportation Authority consideration before an item becomes a funding issue.
- b) Provide a summary table in the format determined by the Transportation Authority indicating the amount of DBE firm participation each month based upon current billing and total billed to date.
- c) Provide a monthly invoice in the standard format determined by the Transportation Authority that will present charges by task, by staff members at agreed-upon hourly

rates, with summary expense charges and subconsultant charges. Detailed support documentation for all Construction Manager direct expenses and subconsultant charges will be attached.

The Construction Manager shall demonstrate the availability of qualified personnel to perform construction engineering and construction contract administration.

The Construction Manager shall provide all necessary safety equipment required for their personnel to perform the work efficiently and safely. The Construction Manager personnel shall be provided with radio or cellular-equipped vehicles, digital camera, and personal protective equipment suitable for the location and nature of work involved.

The Construction Manager shall provide for the consultant field personnel a fully operable, maintained and fueled pick-up truck which is suitable for the location and nature of work to be performed (automobiles and vans without side windows are not suitable). Each vehicle shall be equipped with an amber flashing warning light visible from the rear and having a driver control switch.

The Construction Manager field personnel shall perform services in accordance with Caltrans and FHWA criteria and guidelines and subject to the following general requirements:

All reports, calculations, measurements, test data and other documentation shall be prepared on forms specified and/or consistent with Caltrans standards.

All construction management services and construction work must comply with the requirements of the Transportation Authority, Caltrans, TIDA and City Departments.

The Construction Manager shall demonstrate competency in all fields of expertise required. The Authority is undertaking this effort in its capacity as CMA for San Francisco and in cooperation with TIDA, the City's Mayor's Office, Caltrans District 04, FHWA, and City Departments.

Appendix C
Construction Phase Budget

The budget for PROJECT Construction Phase is as follows:

Description of Work	Total Budget
1. Construction Capital	\$ 100,701,443
2. Construction Management and Authority Support	\$ 15,198,845
Total Construction Phase Budget	\$ 115,900,288

1 [Memorandum of Agreement – Westside Bridges]

2 **Resolution Approving and Authorizing the Execution of a Memorandum of**
3 **Agreement between the Treasure Island Development Authority and San Francisco**
4 **County Transportation Authority Construction Services for the Yerba Buena Island**
5 **Westside Bridges Seismic Retrofit Project.**

6 WHEREAS, The San Francisco County Transportation Authority (“SFCTA”) has
7 been designated as the Congestion Management Agency (“CMA”) for the City and
8 County of San Francisco (the “City”) under State law. In this capacity, the SFCTA has a
9 wide range of responsibilities that includes preparing the long-range Countywide
10 Transportation Plan, prioritizing state and federal transportation funds designated for
11 San Francisco, and developing and operating a computerized travel demand
12 forecasting model; and

13 WHEREAS, The Treasure Island Development Authority (“TIDA”) asked the
14 SFCTA, in its capacity as the CMA, to lead the effort to prepare and obtain approval for
15 all required technical documentation for the Westside Bridges Seismic Retrofit Project
16 (the “Project”), because of its expertise in funding and interacting with the California
17 Department of Transportation (“Caltrans”) on design aspects of the Project, as well as
18 its expertise in implementing construction of major transportation projects; and

19 WHEREAS, The Project is a critical component of island traffic circulation leading
20 to and from the San Francisco – Oakland Bay Bridge (“SFOBB”); and

21 WHEREAS, In July 2008, TIDA and the SFCTA entered into a memorandum of
22 agreement for project management and oversight, engineering and environmental
23 services for the Project and the westbound ramps project connecting Yerba Buena
24 Island to the new eastern span of the SFOBB (the “Westbound Ramps Project”;
25 collectively the “Ramps Projects”); and

1 WHEREAS, The SFCTA completed the Westbound Ramps Project in 2016 and
2 has coordinated the final design and schedule of the Westside Bridges Project with the
3 Southgate Project and other right-of-way improvements on Yerba Buena Island; and

4 WHEREAS, The SFCTA, TIDA, and Treasure Island Community Development
5 (“TICD”, the Master Developer of TI and YBI development projects) are continuing to
6 coordinate the construction and opening of various roads and detours for the
7 construction and use of the ramps to and from SFOBB; TICD has completed the 2-way
8 Macalla Road in furtherance of this effort, and Macalla Road will remain in the 2-way
9 configuration until the completion of the Project; and

10 WHEREAS, The Transportation Authority will utilize the Construction
11 Manager/General Contractor (CMGC) delivery method for the Project; and

12 WHEREAS, Funding for the SFCTA’s costs to deliver and construct the Project is
13 addressed in that certain Memorandum of Agreement # 22/23-22 between the Parties
14 (“Funding MOA”), which calls for certain portions of the SFCTA Costs to be covered by
15 Prop K and the TIDA Funding, as such terms are defined in the Funding MOA. The
16 Funding MOA further provides that the Parties shall work together to address any
17 funding shortfalls that may arise during construction of the Project; and

18 WHEREAS, TIDA and the SFCTA have negotiated a memorandum of agreement
19 to memorialize the Transportation Authority’s construction services for the Project,
20 including the project management and administrative services, consultant services,
21 Caltrans services, construction services, coordination, and permitting responsibilities
22 (together “Construction Services”), a copy of which is on file with the Secretary of the
23 TIDA Board of Directors (the “MOA”); and

24 WHEREAS, The cost of the construction phase of Project is estimated to be
25 \$115.9 million and the Parties anticipate this expense to be 100% reimbursed by a
combination of Federal, State, BATA, LPP, Prop K and the TIDA Funding, and the

1 SFCTA will not award the Construction Contract until these funds have been secured;
2 and

3 RESOLVED, That the TIDA Board of Directors confirms that the MOA is
4 consistent with the Project and the Final Environmental Impact Report and the previous
5 environmental findings it made under the California Environmental Quality Act when it
6 approved the YBI Ramps Improvement Project; the TIDA Board of Directors further
7 finds that none of the circumstances that would require preparation of a supplemental or
8 subsequent environmental study under Public Resources Code Section 21166 or CEQA
9 Guidelines Section 15162 are present, in the sense that no changes to the project or the
10 project circumstances have occurred that would result in additional environmental
11 impacts, or in substantially increased severity of already identified environmental
12 impacts, there are no mitigation measures or alternatives that were previously identified
13 to be infeasible but would in fact be feasible, and no new mitigation measures or
14 alternatives that would substantially reduce the identified environmental impacts would
15 occur as a result of project implementation; and be it

16 FURTHER RESOLVED, That the TIDA Board of Directors hereby authorizes the
17 Treasure Island Director to execute the MOA with SFCTA for Construction Services for
18 the Yerba Buena Island Westside Bridges Seismic Retrofit Project and to perform
19 TIDA's obligations as set forth in the MOA; and, be it

20 FURTHER RESOLVED, That the Board of Directors hereby authorizes the
21 Treasure Island Director or his designee to enter into any additions, amendments or
22 other modifications to the MOA that the Treasure Island Director determines in
23 consultation with the City Attorney are in the best interests of TIDA, that do not
24 materially increase the obligations or liabilities of TIDA, that do not materially reduce the
25 rights of TIDA, and are necessary or advisable to complete the preparation and
approval of the MOA, such determination to be conclusively evidenced by the execution

1 and delivery by the Treasure Island Director or his designee of the documents and any
2 amendments thereto.

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12 **CERTIFICATE OF SECRETARY**

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14 **I hereby certify that I am the duly elected and acting Secretary of the Treasure**
15 **Island Development Authority, a California nonprofit public benefit corporation,**
16 **and that the above Resolution was duly adopted and approved by the Board of**
17 **Directors of the Authority at a properly noticed meeting on February 8, 2023.**

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21 **Mark Dunlop, Secretary**
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