

Public Works Order No.: 202032



London N. Breed
Mayor

Mohammed Nuru
Director

San Francisco Public Works
1 Dr. Carlton B. Goodlett Pl.
Room 348
San Francisco, CA 94102
tel 415-554-6920

sfpublicworks.org
facebook.com/sfpublicworks
twitter.com/sfpublicworks
twitter.com/mrcleansf

Order identifying outstanding work regarding completed Mission Bay South Public Infrastructure Improvements; consenting to an agreement between the Office of Community Investment and Infrastructure (“OCII”) and FOCIL, owner and master developer of Mission Bay regarding City repair of the outstanding work subject to reimbursement from eligible Mission Bay South Acquisition Funds; and Releasing Security for certain Mission Bay Public Infrastructure Improvements for the reasons specified herein.

Whereas, All capitalized terms relating to Mission Bay shall have the definitions ascribed to them pursuant to the Mission Bay South Redevelopment Plan and Plan Documents described therein, that the City approved in 1988 in Ordinance No. 335-98, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 981441; and

Whereas, Under the Mission Bay Subdivision Code and applicable public improvement agreements, the Public Works (“PW”) Director issued multiple determinations of completion (“DOCs”) for various Public Infrastructure Improvements in Mission Bay South (also referred to as “Improvements”) and identified as Acquisition Facilities and Components in the Acquisition Agreement for Mission Bay South Public Improvements; and

Whereas, As specified in the Public Improvement Agreements for the subject Improvements, the PW DOCs found that the required Improvements have been constructed in accordance with the Project Plans and Specifications and all City codes, regulations, standards, and Mission Bay South Redevelopment Plan and Plan Documents governing this development; and that such Improvements are ready for their intended use; and

Whereas, A determination of completion does not constitute the City’s acceptance of the Improvements for City maintenance and liability purposes; and

Whereas, This Public Works Order addresses various decisions and issues regarding certain Public Infrastructure Improvements in Mission Bay South within the jurisdiction of the PW Director, subject to the San Francisco Public Utility Commission's exercise of its jurisdiction, under the Mission Bay Subdivision Code and various Mission Bay South Plan Documents, including the Acquisition Agreement, the Interagency Cooperation Agreement, and the Infrastructure Plan; and

Whereas, The Board of Supervisors' acceptance of certain Public Infrastructure Improvements in Mission Bay South for purposes of City maintenance and liability is pending submission of a variety of materials from FOCIL-MB, LLC ("FOCIL"), the Owner and master developer, and City department review of such materials, including as-built plans, maps, and other documents; and

Whereas, This PW Order is a companion Order to Public Works Order No. 202033 dated October 16, 2019, regarding a recommendation to the Board of Supervisors to adopt an ordinance that delegates authority to the Public Works Director to accept for City maintenance and liability certain Improvements, including those specified in the following paragraph and others; and

Whereas, The Public Works Director has issued DOCs for Improvements at the following locations that are the subject of this Order:

- a) Block 1;
- b) Blocks 5-6;
- c) Blocks 8/9/9A Phases 1 and 2
- d) Blocks 11-12;
- e) Blocks 26-28 Phases 1, 2 and 3;
- f) Block 40;
- g) Block 36-39;
- h) Terry Francois Boulevard between Mariposa and Sixteenth Streets; and
- i) SWPS #1; and

Whereas, FOCIL has issued licenses to the City to operate some of these Public Improvements prior to City acceptance of the Improvements for maintenance and liability; and

Whereas, As to the Public Infrastructure Improvements listed above and in accordance with the Mission Bay South Acquisition Agreement (“Acquisition Agreement”), in particular its Section 4.7, the PW Director identified certain outstanding issues related to the Improvements during the inspection process prior to the City’s acceptance of the Improvements for City maintenance and liability purposes; and

Whereas, The City will address, consistent with the Acquisition Agreement and the consent of the Owner, these outstanding items, identified as PW punchlist items and San Francisco Public Utilities Commission Phase II work (“SFPUC Phase II Work”); and

Whereas, These items and their estimated repair costs will be described in Exhibit C of the Acquisition Agreement (collectively, “PW Punchlist Work and SFPUC Phase II Work”) and are shown on Exhibit 1’s Attachment A, Exhibit C-1b, and Exhibit C-1a, respectively, to this Order; and

Whereas, The above-referenced attachments also include estimated repair costs for these outstanding items including \$300,000 for PW punchlist items and \$20.05 million for SFPUC Phase II Work; and

Whereas, For some of the Improvements, the Director’s findings of outstanding issues under Acquisition Agreement Section 4.7 have been made after OCII has paid the Acquisition Price for such Facilities or Components. In other cases, the Acquisition Price has not be paid. Consequently, for those Improvements for which the Owner has received the Acquisition Price, the Director issues this Order in accordance with applicable City Regulations, the Interagency Cooperation Agreement, and the Infrastructure Plan, as required under Section 4.7 of the Acquisition Agreement; and

Whereas, In a letter dated July 30, 2019, FOCIL and OCII agreed, under Section 4.6.B of the Acquisition Agreement, to OCII’s payment of Acquisition Funds directly to the City and County of San Francisco (“City”) to address the PW Punchlist Work and SFPUC Phase II Work identified in Attachments A-C (the “FOCIL Letter Agreement”); and

Whereas, The FOCIL Letter Agreement is attached hereto as Exhibit 1; and

Whereas, The City may undertake the PW Punchlist Work and SFPUC Phase II Work at the times and subject to the terms specified in the FOCIL Letter Agreement and reimbursement for all

eligible actual costs shall be from Acquisition Funds to the extent such Funds are available. Through this Order, the Director acknowledges that the reimbursement from Acquisition Funds shall be consistent with the enforceable obligations of OCII, and subject to any necessary authorization from the Commission on Community Investment and Infrastructure, the Oversight Board of the City and County of San Francisco and the California Department of Finance; and

Whereas, The SFPUC Commission, at a duly noticed hearing on August 27, 2019, adopted Resolution No. 19-0174 consenting to the terms of the FOCIL Letter Agreement in regard to those Improvements that are, or will become, SFPUC assets and said resolution is attached to this Order as Exhibit 2; and

Whereas, In light of the terms of the FOCIL Letter Agreement and the recommendation for delegated acceptance for City maintenance and liability purposes of Public Infrastructure Improvements under Public Works Order No. 202033, this PW Order also authorizes the termination of posted performance and labor and materials bonds (in general, the "Security") for the following Public Infrastructure Improvements: (1) Blocks 2-7; Blocks 8-9-9A; Blocks 11-12; Block 12 midblock; Blocks 26-28 Phases 1, 2, and 3; Blocks 33-34; Blocks 36-39; and Block 40; (2) Stormwater Pump Station Nos. 1 and 5; (3) Parks P2 all phases, P5, P8, P11-11A, P19, P23-24, and P27; (4) Fifth and King Street Intersection Improvements in Mission Bay North, and (5) those Public Infrastructure Improvements where construction has not yet started until such time as the City approves 100% improvement plans for such Public Infrastructure Improvements based on having alternate adequate Security; and

Whereas, In regard to the above authorization, the PW Director finds that there is alternative Security potentially available through the Mission Bay South Acquisition Funds, subject to OCII approval under the Acquisition Agreement, should such Security be necessary to complete construction of the projects for the Public Infrastructure Improvements shown in the preceding paragraph as items (1)-(4). For the Public Infrastructure Improvements referenced in item (5) of the preceding paragraph, which include future Parks P13 and P15 and the pedestrian bridge over the Mission Bay Channel, the PW Director, in the Director's discretion, will make a determination as to whether new Security shall be

posted at the time the permits for such Public Infrastructure Improvements are submitted or whether alternate Security remains available to cover such costs; now, therefore be it

Resolved, The PW Director recommends all actions as specified in this Order; and, be it

Further Resolved, Based on the findings and determinations set forth in this Order, the Public Works Director hereby consents to the FOCIL Letter Agreement referenced in this Order.

Attached Exhibits:

Exhibit 1

Exhibit 2

X DocuSigned by:
Suskind, Suzanne J
Thomas, John 861CFDB7F6564EA...
Deputy Director and City Engineer

X DocuSigned by:
Nuru, Mohammed
Nuru, Mohammed 45AB17F474FA...
Director

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 19-0174

WHEREAS, The SFPUC, by Resolution 98-0238, consented to the Mission Bay South Owner Participation Agreement and the Interagency Cooperation Agreement, entered into by the City and Catellus Development Corporation, now known as FOCIL-MB, LLC (FOCIL), pursuant to which the SFPUC anticipated dedication and acceptance of new water, stormwater and sewer infrastructure serving Mission Bay; and

WHEREAS, substantial issues have arisen regarding the appropriateness of some of the installed infrastructure, including water, stormwater and sewer facilities, that have delayed the use and enjoyment of such infrastructure, including some public rights of way; and

WHEREAS, The City, FOCIL and the Office of Community Investment and Infrastructure (OCII) have proposed to resolve outstanding issues regarding the infrastructure through the Letter Agreement dated July 29, 2019; and

WHEREAS, Under the agreement, FOCIL will delegate its responsibility to complete, modify, adjust or replace specified infrastructure, including water, stormwater and sewer facilities to the City; and

WHEREAS, Under the agreement, FOCIL and OCII will agree to provide acquisition funds available to the developer for constructing infrastructure to pay the City's costs of completing or replacing specified infrastructure, and in specified amounts; and

WHEREAS, the Board of Supervisors is considering legislation delegating its authority to accept for maintenance and liability infrastructure serving Mission Bay to the Public Works Director in order to expedite completion and acceptance of such infrastructure; and

WHEREAS, The Public Works Director will execute the Letter Agreement dated July 29, 2019, upon receipt of the Commission's consent; and

WHEREAS, A Final Subsequent Environmental Impact Report (FSEIR) was prepared for the Mission Bay North and Mission Bay South Redevelopment Plans and Various Other Actions Necessary to Implement Such Plans (Project); and

WHEREAS, On September 17, 1998, the Planning Commission certified the Final Subsequent Environmental Impact Report (FSEIR) for the Project by Motion No. 14696 as case file No. 96.771E, and in the same motion, the Planning Commission adopted environmental findings in accordance with the California Environmental Quality Act (CEQA Findings); and

WHEREAS, The Project files, including the FSEIR and the CEQA Findings have been made available for review by the SFPUC and the public and those files are part of the record before this Commission; and

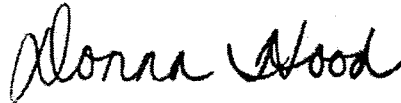
WHEREAS, This Commission has reviewed and considered the information contained in the FSEIR, the findings contained in Planning Commission Motion No. 14696, and all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the Project;]; now, therefore, be it

RESOLVED, This Commission has reviewed and considered the FSEIR and record as a whole, finds that the FSEIR is adequate for its use as the decision—making body for the action taken herein and hereby adopts the CEQA Findings by incorporating the CEQA findings contained in Planning Commission Motion No. 14696 by this reference thereto as though set forth in this Resolution]; and be it

FURTHER RESOLVED, That this Commission hereby consents to the Public Works Director's execution of the Letter Agreement dated July 29, 2019 on file with the Commission Secretary; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to take any and all other steps he, in consultation with the City Attorney, deems necessary and advisable to effectuate the purpose and intent of this Resolution.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of August 27, 2019.



Secretary, Public Utilities Commission

July 30, 2019

Nadia Sesay
Executive Director
Office of Community Investment and Infrastructure
One South Van Ness Ave., 5th Floor
San Francisco, CA 94103

RE: Phase II Work and SFPW Punchlist Work

Dear Nadia:

This letter memorializes the circumstances under which FOCIL-MB, LLC ("FOCIL") consents, under Section 4.6.B. of the Mission Bay South Acquisition Agreement between OCII and FOCIL ("Acquisition Agreement"), to OCII's payment of Acquisition Funds directly to the City and County of San Francisco ("City") for certain Acquisition Facilities and Components described below. Capitalized terms not defined in this letter have the meaning defined in the Acquisition Agreement and Mission Bay South Owner Participation Agreement and related Plan Documents ("South OPA"). To the extent that any term of this letter is inconsistent with the Acquisition Agreement and South OPA, the Acquisition Agreement and South OPA shall supersede those terms.

FOCIL and its agents and assigns, have constructed or are completing construction, or have caused to be constructed and completed, in accordance with approved improvement plans, permits and public improvement agreements (collectively "**the Permits**"), certain right of way improvements, pump stations, parks, and associated above and below ground improvements or facilities in the Mission Bay South Plan Area, as listed below ("**the MBS Major Infrastructure**"). The MBS Major Infrastructure includes, without limitation, pavement, curbs, sidewalks, slopes, site furnishings, landscaping, irrigation, signage, street lighting, public and private utility facilities (including PUC Infrastructure as defined below), traffic signals and all associated conduits, conductors, fasteners and other appurtenances to such MBS Major Infrastructure.

The MBS Major Infrastructure consists of the Acquisition Facilities for the following Mission Bay South Area projects:

- Block 1
- Blocks 2-7, 13
- Blocks 5-6
- Blocks 8/9/9A Mission Rock and TFB
- Blocks 11-12
- Blocks 26-28 Phases 1, 2 and 3
- Blocks 36-39
- Block 40
- SWPS#1
- TFB between Mariposa and 16th Streets
- SWPS#5

- P11/P11A (park infrastructure)
- Blocks 11-12 Parking @ P2 (park infrastructure)
- P23-P24 (park infrastructure)

As used in this letter, "PUC Infrastructure" is that portion of certain Acquisition Facilities that include water, wastewater, storm water, pump stations and other water-related infrastructure that is under the purview of the San Francisco Public Utilities Commission ("**SFPUC**").

The "**Phase I Work**" on certain Acquisition Facilities involved the initial construction of the MBS Major Infrastructure, including the PUC Infrastructure. Phase I Work has been completed on the MBS Major Infrastructure. FOCIL, as Developer under the Acquisition Agreement and Owner under the Interagency Cooperation Agreement ("ICA"), has a reasonable expectation that the City and OCII "shall process with due diligence all submissions and applications by the Owner for permits, approvals, agreements and other entitlements." Section 2.1 of ICA. Under the Mission Bay Subdivision Code and other Mission Bay South Plan documents, City will not unreasonably withhold determinations of completion ("DOC") from FOCIL, and the City by formal action of its Board of Supervisors (or through any designee to which the Board of Supervisors may have delegated its authority) will accept infrastructure for City use, operations and maintenance ("Acceptance"), once FOCIL has completed the Phase I work on Acquisition Facilities and the City has issued a DOC and received all necessary materials to initiate Acceptance.

The "**Phase II Work**" is based on the Public Works Director's determination that certain Acquisition Facilities in the MBS Major Infrastructure require adjustments, realignment and in some cases replacement of portions of the PUC Infrastructure (but not other infrastructure) to account for the effects of uncertain ground settlement that occurs over time within Mission Bay. The "**SFPW Punchlist Work**" is based on the Public Works Director's determination that certain Acquisition Facilities have a limited number of punchlist improvements that remain to be completed. OCII and FOCIL agree that the Phase II Work and SFPW Punchlist Work, as detailed on Attachment A to this letter, shall be included in Exhibit C to the Acquisition Agreement ("**Exhibit C**") and that the City, acting through SFPUC or San Francisco Public Works ("SFPW") or their contractors, not Developer, is best equipped and positioned to implement the Phase II Work and the SFPW Punchlist Work.

Phase II Work and SFPW Punchlist Work cannot be constructed until the Acceptance of the relevant Acquisition Facilities (except in the limited case of Phase II Work already performed by SFPUC or its contractors on TFB between Mariposa and 16th Street, the "TFB PUC Work"). FOCIL, as Developer, wishes to delegate, and the City, acting through the Director of SFPW [and SFPUC] wishes to accept, responsibility for all Phase II Work and SFPW Punchlist Work, provided that the City is authorized to access certain Acquisition Funds, subject to the terms and conditions contained in this letter, on the same terms and conditions as the Developer, for the Phase II Work and SFPW Punchlist Work consistent with the standards and procedures for payment described in the Mission Bay South Financing Plan ("Financing Plan") and Acquisition Agreement.

Accordingly, FOCIL, OCII, and the City hereby agree as follows:

- 1) Delegation and Acceptance. FOCIL hereby irrevocably delegates responsibility for all Phase II Work and SFPW Punchlist Work to the City, and the City hereby irrevocably accepts responsibility for all Phase II Work and SFPW Punchlist Work.

- 2) Direct Payment/Conditions – PUC Phase II Near-Term Expenditures and SFPW Punchlist Expenditures. Pursuant to Section 4.6.B of the Acquisition Agreement, FOCIL, as Developer, authorizes OCII, at OCII's discretion, to make direct payment of certain Acquisition Funds to the City and/or its contractors for: a) Phase II Work, cumulatively up to the total amount listed in the "PUC Phase II Near-Term Expenditures" line item of Exhibit C, as shown on Attachment A to this letter (herein the "**Near-Term Work**") subject to the terms of Section 5 below; and b) SFPW Punchlist Work, cumulatively up to the total amount listed in the "SFPW Punchlist Expenditures" line item of Exhibit C, as shown on Attachment A to this letter subject to the terms of Section 5 below, provided that it is agreed that neither Phase II Work (whether Near-Term Work or otherwise) nor SFPW Punchlist Work will commence, and no Acquisition Funds are authorized to or will be expended hereunder until City in each instance has met all of its obligations under Section 2.a, 2.b(i) and (ii) and 4 below;
 - a. Acceptance and release of bonds. City, acting by or through the Board of Supervisors (or through any designee to which the Board of Supervisors may have delegated its authority), will have completed Acceptance of all the MBS Major Infrastructure and the associated surety bonds for performance and labor and materials will have been released, consistent with Section 3.5 of the Acquisition Agreement and applicable Permits.

 - b. City waiver and FOCIL conditional assignment of contractor warranties. By separate instrument, the City, acting through the SFPW,
 - i. will have provided a waiver of warranty responsibility and warranty claims against FOCIL for all the MBS Major Infrastructure, except for SWPS#5 and FOCIL's exclusive work on TFB between Mariposa and 16th Street in a form satisfactory to FOCIL, and

 - ii. FOCIL will have assigned to the City a conditional assignment of any remaining contractor warranties and contractor guarantees for all the MBS Major Infrastructure, except for SWPS#5 and FOCIL's exclusive work on TFB between Mariposa and 16th Streets in a form satisfactory to City, consistent with Section 3.5 of the Acquisition Agreement.

No Phase II Work or SFPW Punchlist Work may be performed on SWPS#5 and TFB between Mariposa and 16th Street (other than the TFB PUC Work which has already been performed) until FOCIL's warranty has expired or a waiver and assignment consistent with this paragraph b. has been provided.

- 3) Direct Payment/Conditions – PUC Phase II Long Term Expenditures. Pursuant to Section 4.6.B of the Acquisition Agreement, FOCIL, as Developer, authorizes OCII, at OCII's discretion, to make direct payment of certain Acquisition Funds to the City and/or its contractors for Phase II Work, cumulatively up to the total amount listed in the "PUC Phase II Long-Term Expenditures" line item of the attached Exhibit C as shown on Attachment A to this letter, subject to the terms of Section 5 below, provided that no Acquisition Funds shall be available for Phase II Work (except for the Near-Term Work as provided in Section 2 above), until after August 1, 2029.
- 4) Notice of Phase II Work and SFPW Punchlist Work. City will give FOCIL and OCII prior written notice of its intent to perform Phase II Work and SFPUC Punchlist Work and to seek reimbursement from Acquisition Funds consistent with the standards for payment in Article 4 of the Acquisition Agreement. FOCIL waives any right to notice after FOCIL is no longer eligible to receive any Acquisition Funds.
- 5) Reimbursement Authorization. Regardless of how much the Phase II Work or SFPW Punchlist Work costs:
 - (a) The use of Acquisition Funds under the "SFPW Punchlist Expenditures" line item of Exhibit C will not exceed cumulatively the total amount of \$300,000, and this line item of Exhibit C may not be increased under any circumstances.
 - (b) The use of Acquisition Funds under the "PUC Phase II Near-Term Expenditures" line item of Exhibit C will not exceed cumulatively the total amount of \$3.8 million, and this line item of Exhibit C may not be increased under any circumstances.
 - (c) The Budgeted Costs for all Phase II Work are \$20.05 million.
 - (d) If expenditures made under the "PUC Phase II Near-Term Expenditures" line item of Exhibit C are less than \$3.8 million, the remainder may be transferred to the "PUC Phase II Long-Term Expenditures" line item of Exhibit C.
 - (e) To the extent the Actual Costs of Phase II Work exceeds Budgeted Costs, the "PUC Phase II Long-Term Expenditures" line item of the attached Exhibit C as shown on Attachment A to this letter may be amended to reflect Actual Costs, all in accordance with the Acquisition Agreement, including applicable terms of its Section 4.6.
 - (f) Payment of Acquisition Funds to FOCIL and to the City and/or its contractors shall be made in the order in which applications for reimbursement are received by OCII.


- (g) On a cumulative basis, the City shall not submit, and OCII shall not accept, applications for Acquisition Funds for reimbursement of SFPW Punchlist Work in excess of \$300,000.
 - (h) On a cumulative basis, OCII shall not accept any applications from the City for Acquisition Funds for reimbursement of Phase II Work in excess of \$3.8 million until after August 1, 2029. For purposes of 5(f) above, if on a cumulative basis the City submits applications for Acquisition Funds for reimbursement of Phase II Work in excess of \$3.8 million prior to August 2, 2029, the portion up to \$3.8 million shall be deemed received by OCII on the date actually received, and the portion in excess of \$3.8 million shall be deemed received by OCII on August 2, 2029.
 - (i) FOCIL will have no obligation to construct, install or fund any Phase II Work or SFPW Punchlist Work, regardless, individually or collectively, of the adequacy or lack thereof of the "PUC Phase II Near-Term Expenditures", "PUC Phase II Long-Term Expenditures", and "SFPW Punchlist Expenditures" line items of Exhibit C.
- 6) Use of Acquisition Funds. Acquisition Funds authorized hereunder will be used only for Phase II Work and SFPW Punchlist Work, as and to the extent identified by SFPUC or SFPW, in coordination with OCII, consistent with the Mission Bay South OPA. FOCIL will work cooperatively with City and OCII to take such actions, if any, as are reasonably necessary or appropriate to implement the use of Acquisition Funds in accordance with this agreement, provided there are no additional costs to FOCIL other than non-extraordinary administrative and legal costs, and that any administrative and legal costs shall be eligible for reimbursement from Acquisition Funds.

CONTINUED ON NEXT PAGE

SUBMITTED BY:

FOCIL MB-LLC,


By: Farallon Capital Management, LLC
a Delaware limited liability company
Its: Managing Member

By: 
Richard B. Fried

Dated: 9/4/19

ACKNOWLEDGED, AGREED AND ACCEPTED

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE


Nadia Sesay
Executive Director
Office of Community Investment and Infrastructure

Dated: 9/12/19

CITY AND COUNTY OF SAN FRANCISCO
Acting by and Through:

Mohammed Nuru
Director
San Francisco Public Works

Dated: _____

**ATTACHMENT A TO JULY 30, 2019 LETTER
REGARDING PHASE II WORK AND SFPW PUNCHLIST WORK**

To be added to Exhibit C:

<u>Amount</u>	<u>Category of Cost</u>
\$3,800,000	PUC Phase II Near-Term Expenditures ^{1,2}
\$16,250,000	PUC Phase II Long-Term Expenditures ^{1,2}
\$300,000	SFPW Punchlist Expenditures ^{1,3}

Footnotes

¹ See July 30, 2019 Letter Regarding Phase II Work and SFPW Punchlist Work for conditions related to these expenditures.

² See Exhibit C-1a, attached hereto, for detailed line items within each of the PUC Phase II cost categories.

³ See Exhibit C-1b, attached hereto, for detailed line items within the SFPW Punchlist cost category.

Mission Bay Storm and Sanitary Sewer Infrastructure Repair Cost Summary

Storm and Sanitary Sewer Repairs/Replacement "Red Streets"	\$17,106,552
Storm and Sanitary Sewer Repairs/Replacement "Blue Streets"	\$2,366,917
Terry Francois Boulevard Storm and Sanitary Repairs	\$500,000
SWPS #1 Pumps	\$40,000
Total Costs	\$20,013,468

Mission Bay "Red Streets" Repair Cost Summary

Mission Rock St. (Blks 8-9A)

Sanitary Total	\$224,144
Stormdrain Total	\$135,943
Total	\$360,087

Owens St. (Block 40)

Sanitary Total	\$363,880
Stormdrain Total	\$448,920
Total	\$812,801

Channel (Block 12E+W)

Sanitary Total	\$340,091
Stormdrain Total	\$558,535
Total	\$898,626

China Basin, MBB S+N, & Merrimac (Blks 5-6)

Sanitary Total	\$371,847
Stormdrain Total	\$494,469
Total	\$866,316

Total Pipes	\$2,937,830
Paving	\$1,513,512
Total w/o Blks 26-28	\$4,451,342

Blocks 26-28 Stormdrains

Stormdrain Total	\$12,655,210 (includes paving)
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GRAND TOTAL ALL RED STREETS	\$17,106,552
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Mission Bay "Blue" Street Repair Cost Summary

Channel Street - Storm Drainage Laterals (transmittal 95)

Stormdrain Total	\$87,472
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Long Bridge Street - Storm Drain Laterals IB#46.1 (transmittal 95)

Stormdrain Total	\$28,000
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Mission Bay Blvd North - Storm Drainage Laterals IB#46.1 (transmittal 95)

Stormdrain Total	\$12,096
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Mission Bay Blvd South - (transmittal 3)

Sanitary Total	\$307,936
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Stormdrain Total	\$250,422
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Total	\$558,359
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Channel Street - (transmittal 4)

Sanitary Total	\$56,000
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Stormdrain Total	\$69,218
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Total	\$125,218
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Long Bridge Street - Storm Drainage IB#46.1 (transmittal 4)

Stormdrain Total	\$28,000
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4th Street - Storm Drainage (transmittal 5)

Stormdrain Total	\$14,700
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GRAND TOTAL ALL BLUE STREETS

Total Pipe Costs	\$853,845
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Paving @\$12/sf	\$1,244,160
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Pilings (48" rcp) \$8000/each	
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installed every 10'	\$268,912
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Total Cost	\$2,366,917
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Terry Francois Blvd Storm and Sewer Repairs

System	Location	Issue
Sanitary Sewer Main	1+06 to 2+00	Ponding, 10% or 1" sag
	2+00 to 3+00	Ponding
	3+00 to 3+98	Ponding
	4+46	20% or 2" sag
	4+50	Ponding
	4+71	10% or 1" sag
	5+88 to 5+97	20% or 2" sag
	6+92 to 6+97	20% or 2" sag
	7+59 to 7+65	20% or 2" sag
	8+28 to 8+33	20% or 2" sag
	8+51 to 8+58	Ponding
	8+78 to 8+83	Ponding
	8+98 to 9+03	10% or 1" sag
	9+63 to 9+73	30% or 3" sag
Storm Drain Lateral	1+95 (east)	20% or 2" sag
	3+64.23 (East)	Broken HDPE; soil visible
	4+24.83 (East)	Crack circumferential; sag
	5+60.83 (East)	20% or 2" sag
	6+26.69 (East)	20% or 2" sag
	6+93.26 (East)	30% or 3" sag
	7+61.86 (East)	20% or 2" sag
	11+11	20% or 2" sag

Mission Bay
Video Inspection Analysis: Mission Rock St. (Blks 8-9A); Owens (Block 40); Channel (Block 12E+W); China Basin, MBB S+N, & Merrimac (Blks 5-6)

Inspection Analysis												
Row Number	Maximo Work Order Number	Maximo Asset Number	From MH	To MH	CNN	On Street	From Street	To Street	GIS Length (feet)	Pipe Diameter	Pipe Material	Remarks

Mission Rock St. (Blks 8-9A)

1	4509355	P-310810	261067	103924	9198000	MISSION ROCK ST	TERRY A FRANCOIS BLVD	03RD ST	103	15"	VCP	Sanitary, sag noted in the line
3	4509369	P-310838	261065	261066	9198000	MISSION ROCK ST	TERRY A FRANCOIS BLVD	03RD ST	297	12"	HDPE	Sanitary, sag noted in the line
5	4509727	P-127431	226136	226137	9198000	MISSION ROCK ST	TERRY A FRANCOIS BLVD	03RD ST	216	21"	RCP	MS4 / storm drain, ribbing (SRVZ)

Owens St. (Block 40)

1	4534168	P-304771	18644	253404	19296000	OWENS ST	16th Street	Mariposa Street	124	8"	HDPE	Sanitary, incomplete video due to camera going under water. Should not have standing water.
2	4515933	P-288183	289894	289892	19296000	OWENS ST	16th Street	Mariposa Street	300	8"	HDPE	Sanitary, cracks, debris, and many other defects.
3	4515994	P-288182	289892	289891	698000	OWENS ST	16th Street	Mariposa Street	171	8"	VCP	Sanitary, deformation. (Reconfirm pipe material)
4	4516005	P-288174	253400	107049	19998000	OWENS ST	CAMPUS WAY	16TH ST	55	8"	VCP	Sanitary, ribbing (SRVZ), sections with 20% rocks and gravel settled. (Reconfirm pipe material)
5	4511571	P-288126	253398	253396	19999000	Owens Street	16th Street	Mariposa Street	193	18"	RCP	Storm, ribbing (SRVZ), gravel (DSGV) throughout & up to 20%
6	4511575	P-297098	253396	256185	19999000	Owens Street	16th Street	Mariposa Street	127	30"	RCP	Storm, one infiltration stain (IS).

Mission Bay
Video Inspection Analysis: Mission Rock St. (Blks 8-9A); Owens (Block 40); Channel (Block 12E+W); China Basin, MBB S+N, & Merrimac (Blks 5-6)

Inspection Analysis												
Row Number	Maximo Work Order Number	Maximo Asset Number	From MH	To MH	CNN	On Street	From Street	To Street	GIS Length (feet)	Pipe Diameter	Pipe Material	Remarks
7	4511583	P-297099	256184	104157	19999000	Owens Street	16th Street	Mariposa Street	45	30"	RCP	Storm, one Infiltration stain (IS).
8	4511588	P-288120	104157	253395	19999000	Owens Street	16th Street	Mariposa Street	114	30"	RCP	Storm, two joints with Infiltration staining (IS)
9	4511592	P-288119	253395	104047	19999000	Owens Street	16th Street	Mariposa Street	87	30"	VCP	Storm. Ribbing (SRVZ) (Reconfirm pipe material)

Channel (Block 12E+W)

Inspection Analysis												
Row Number	Maximo Work Order Number	Maximo Asset Number	From MH	To MH	CNN	On Street	From Street	To Street	GIS Length (feet)	Pipe Diameter	Pipe Material	Remarks
1	4509394	P-296702DJL	255959	255937	19994000	CHANNEL	EL DORADO ST	END	179	10"	HDPE	Sanitary, camera under water (MCU), Sag
2	4509400	P-296797	255937	255939	19994000	CHANNEL	EL DORADO ST	END	261	10"	HDPE	Sanitary. Sag in the line from about 28 feet to 92 feet.
3	4509404	P-102561	255939	241777	19994000	CHANNEL	EL DORADO ST	END	59	10"	HDPE	Sanitary, Dark video survey
4	4509409	P-306043	241777	241774	19994000	CHANNEL	EL DORADO ST	END	108	10"	HDPE	Sanitary, Sag
5	4509413	P-331632	266320	255945	19993000	CHANNEL	EL DORADO ST	EL DORADO ST	33	12"	RCP	MS4 / storm drain, Dark video survey

Mission Bay
Video Inspection Analysis: Mission Rock St. (Blks 8-9A); Owens (Block 40); Channel (Block 12E+W); China Basin, MBB S+N, & Merrimac (Blks 5-6)

Inspection Analysis												
Row Number	Maximo Work Order Number	Maximo Asset Number	From MH	To MH	CNN	On Street	From Street	To Street	GIS Length (feet)	Pipe Diameter	Pipe Material	Remarks
6	4509417	P-296685	255947	255945	19993000	CHANNEL	EL DORADO ST	EL DORADO ST	36	12"	VCP	MS4 / storm drain, Many defects.
7	4509421	P-296684	255945	255946	19994000	CHANNEL	EL DORADO ST	END	51	24"	RCP	MS4 / storm drain, standing water in pipe
8	4509437	P-296683	255946	255944	19994000	CHANNEL	EL DORADO ST	END	61	24"	RCP	MS4 / storm drain, longitudinal crack (CL), spiral crack (CS), Infiltration staining (IS), standing water in pipe
9	4509447	P-331714	255944	266317	19994000	CHANNEL	EL DORADO ST	END	25	24"	RCP	MS4 / storm drain, infiltration staining (IS), standing water in pipe
10	4509625	P-103539	266317	255943	19994000	CHANNEL	EL DORADO ST	END	123	24"	RCP	MS4 / storm drain, sag
11	4509629	P-331712	255943	266315	19994000	CHANNEL	EL DORADO ST	END	56	24"	RCP	MS4 / storm drain, ribbing (SRVZ)
12	4516027	P-331760	266315	255942	19994000	CHANNEL	EL DORADO ST	END	154	24"	RCP	MS4 / storm drain, ribbing (SRVZ)
13	4509636	P-331710	255942	266311	19994000	CHANNEL	EL DORADO ST	END	109	24"	RCP	MS4 / storm drain, ribbing (SRVZ)
14	4509643	P-331713	266311	255941	19994000	CHANNEL	EL DORADO ST	END	124	24"	RCP	MS4 / storm drain, ribbing (SRVZ)
15	4509647	P-296788	255941	255940	19994000	CHANNEL	EL DORADO ST	END	39	24"	RCP	MS4 / storm drain, ribbing (SRVZ)

China Basin, MBB S+N, & Merrimac (Blks 5-6)

Inspection Analysis												
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Mission Bay
Video Inspection Analysis: Mission Rock St. (Blks 8-9A); Owens (Block 40); Channel (Block 12E+W); China Basin, MBB S+N, & Merrimac (Blks 5-6)

Inspection Analysis												
Row Number	Maximo Work Order Number	Maximo Asset Number	From MH	To MH	CNN	On Street	From Street	To Street	GIS Length (feet)	Pipe Diameter	Pipe Material	Remarks
1	4509659	P-303864	258060	258035	15027000	CHINA BASIN ST	MERRIMAC ST	LONG BRIDGE ST	103	8"	HDPE	Sanitary, sag
2	4509664	P-303863	258035	258037	15027000	CHINA BASIN ST	MERRIMAC ST	LONG BRIDGE ST	111	8"	HDPE	Sanitary, sag
3	4509669	P-303862	289884	258038	15026000	CHINA BASIN ST	O4TH ST	MERRIMAC ST	163	8"	HDPE	Sanitary, two sags
4	4509681	P-303948	228208	228180	15026000	CHINA BASIN ST	O4TH ST	MERRIMAC ST	53	12"	VCP	MS4 / storm drain. Joint offset medium (JOM) at two points
5	4509689	P-127528	228180	228181	15026000	CHINA BASIN ST	O4TH ST	MERRIMAC ST	12	18"	RCP	MS4 / storm drain, ribbing (SRVZ)
6	4509698	P-127526	228182	228183	15026000	CHINA BASIN ST	O4TH ST	MERRIMAC ST	35	18"	RCP	MS4 / storm drain, ribbing (SRVZ)
7	4509702	P-127724	228183	228184	15026000	CHINA BASIN ST	O4TH ST	MERRIMAC ST	33	18"	RCP	MS4 / storm drain, ribbing (SRVZ), Standing Water
8	4509706	P-127723	228184	228185	15026000	CHINA BASIN ST	O4TH ST	MERRIMAC ST	46	18"	RCP	MS4 / storm drain, ribbing (SRVZ)
9	4509748	P-127682	289899	228189	15027000	CHINA BASIN ST	MERRIMAC ST	LONG BRIDGE ST	57	24"	RCP	MS4 / storm drain, ribbing (SRVZ)
10	4509896	P-127681	228189	255924	15027000	CHINA BASIN ST	MERRIMAC ST	LONG BRIDGE ST	47	12"	RCP	MS4 / storm drain, lower right (LR) 20%, pipe should run straight from MH to CB
11	4509924	P-127772	228297	228296	15020201	MISSION BAY BLVD NORTH	O4TH ST \ MISSION BAY BLVD	MERRIMAC ST \ MISSION BAY BLVD	59	24"	RCP	MS4 / storm drain, ribbing (SRVZ)

Mission Bay
Video Inspection Analysis: Mission Rock St. (Blks 8-9A); Owens (Block 40); Channel (Block 12E+W); China Basin, MBB S+N, & Merrimac (Blks 5-6)

Inspection Analysis												
Row Number	Maximo Work Order Number	Maximo Asset Number	From MH	To MH	CNN	On Street	From Street	To Street	GIS Length (feet)	Pipe Diameter	Pipe Material	Remarks
12	4509972	P-127732	228295	228294	15020201	MISSION BAY BLVD NORTH	04TH ST \ MISSION BAY BLVD	MERRIMAC ST \ MISSION BAY BLVD	65	24"	RCP	MS4 / storm drain, infiltration staining (IS) at two joints
13	4509978	P-127733	228294	228293	15020201	MISSION BAY BLVD NORTH	04TH ST \ MISSION BAY BLVD	MERRIMAC ST \ MISSION BAY BLVD	17	24"	RCP	MS4 / storm drain, ribbing (SRVZ), weeper (IW) at joint
14	4509982	P-102263	228293	228292	15020201	MISSION BAY BLVD NORTH	04TH ST \ MISSION BAY BLVD	MERRIMAC ST \ MISSION BAY BLVD	82	24"	RCP	MS4 / storm drain, weeper (IW) at joint
15	4513856	P-127575	228292	104230	15020201	MISSION BAY BLVD NORTH	04TH ST \ MISSION BAY BLVD	MERRIMAC ST \ MISSION BAY BLVD	62	24"	RCP	MS4 / storm drain, ribbing (SRVZ)
16	4510157	P-288685	253438	228897	15020101	MISSION BAY BLVD SOUTH	04TH ST \ MISSION BAY BLVD	FIFTH ST \ MERRIMAC ST \ MISSION BAY BLVD	230	21"	VCP	Sanitary, infiltration staining (IS) at joint & sag
17	4510181	P-303649	253437	257924	15020101	MISSION BAY BLVD SOUTH	04TH ST \ MISSION BAY BLVD	FIFTH ST \ MERRIMAC ST \ MISSION BAY BLVD	30	18"	RCP	MS4, Possible sag. Possible circumferential crack (CC)
18	4510276	P-303647	257920	241722	15020101	MISSION BAY BLVD SOUTH	04TH ST \ MISSION BAY BLVD	FIFTH ST \ MERRIMAC ST \ MISSION BAY BLVD	37	18"	RCP	MS4, Possible sag. Possible circumferential crack (CC)

Mission Bay Blocks 11-12 Channel St, Long Bridge, MBBS, MBDE, Blocks 36-39 Sanitary Sewer and Storm Drain Videos

Street Name	Video Title	Pipe Diameter	Pipe Material	Pipe Length (feet)	Comments / Defects PACP Code
Channel Street - Storm Drainage Laterals (transmittal 95)					
Channel St	STA. 421.97_SDMH-STA. 421.97_PK	18"	RCP	80	39.9 ft - JOM joint offset medium & MMC material change 74.9 ft - CC circumferential crack from 7 o'clock to 12 o'clock
Channel St	STA. 634.55_SDMH-STA. 634.55_CB	12"	RCP	17.4	9.8 ft - MSC size change 12.5 ft - JOM joint offset medium & DSZ deposit settled
Channel St	STA. 891.52_SDMH-STA. 891.52_CB	12"	RCP	59.8	14.1 ft - CC circumferential crack from 5 o'clock to 7 o'clock 34.0 ft - small sag 53.5 ft - RFC root line connection where CB and pipe meet
Long Bridge Street - Storm Drain Laterals IB#46.1 (transmittal 95)					
Sixth St	STA. 048.88_SDMH-STA. 048.88_OL	10"	HDPE	29.1	0.1 ft - sag
Mission Bay Blvd North - Storm Drainage Laterals IB#46.1 (transmittal 95)					
Mission Bay Blvd North	STA. 1441.54_SDMH-STA. 1441.54_CB	12"	HDPE/PVC	19.2	14.3 ft - MMC material change to PVC
Mission Bay Blvd South - Sanitary Sewer (transmittal 3)					
Mission Bay Blvd South	STA. 805.66_SSMH-STA. 1045.20_SSMH	18"	VCP	239.54	43.1 ft - IGI infiltration gusher joint (water entering "under pressure") at 2 o'clock 43.1 ft - IRI infiltration runner joint (continuous water flow) at 10 o'clock 132.0 ft - IGI at 10 o'clock 132.0 ft - IRI at 2 o'clock 139.8 ft - IGI from 8 o'clock to 4 o'clock
Mission Bay Blvd South	STA. 1045.20_SSMH-STA. 1117.45_SSMH	18"	VCP	72.25	51.3 ft - IRI at 8 o'clock to 9 o'clock
Mission Bay Blvd South	STA. 1189_SSMH-STA. 1427_SSMH	18"	VCP	238	48.2 ft - TFA tap factory active at 3 o'clock, 6 in diameter 168.6 ft - MWL 25% 230.8 ft - MWL 10%
Mission Bay Blvd South	STA. 654.66_SSMH-STA. 1896.55_SSMH	18"	VCP	242	86.2 ft - TF at 3 o'clock, 6 in diameter 153.0 ft - IWJ from 7 o'clock to 5 o'clock 160.4 ft - TF at 3 o'clock, 6 in diameter
Mission Bay Blvd South - Storm Drainage (transmittal 3)					
Mission Bay Blvd South	STA. 1228.53_SDMH-STA. 1181_SDMH	48"	RCP	47.53	0 ft to 21.6 ft - Sag
Mission Bay Blvd South	STA. 1271.91_SDMH-STA. 1228.53_SDMH	48"	RCP	43.38	Poor water flow 21.7 ft - TBI at 2 o'clock, 6 in diameter, 3 in intrusion
Mission Bay Blvd South	STA. 1313.29_SDMH-STA. 1271.91_SDMH	48"	RCP	41.38	Poor water flow
Mission Bay Blvd South	STA. 1586.45_SDMH-STA. 1652.66_SDMH	48"	RCP	71.27	Video header says 42" diameter 5.0 ft - TBI at 9 o'clock, 6 in diameter, 2 in intrusion
Mission Bay Blvd South	STA. 934.89_SDMH-STA. 890_SDMH	18"	RCP	45	Poor water flow 0 ft - DSZ at 6 o'clock, 5%
Channel Street - Sanitary Sewer (transmittal 4)					
Channel Street	STA. 6+06 - STA. 4+27	10"	HDPE	179.53	55.2 ft - TFA at 9 o'clock, 8 in diameter 76 ft to 83.4 ft - sag

Pipe Repair/Replace ROM Cost Estimate			
Repair / Replace	Repair Cost (Lump sum) or Replacement (\$ / ft)	Cost / ft with 40% (*)	Cost
Replace	\$425	\$595	\$47,600
Replace	\$400	\$560	\$9,744
Replace	\$400	\$560	\$30,128
Repair	\$20,000	\$28,000	\$28,000
Replace	\$450	\$630	\$12,096
Replace with HDPE	\$425	\$595	\$142,526
Repair 20' length	\$425	\$595	\$11,900
Replace	\$425	\$595	\$141,610
Repair 20' length	\$425	\$595	\$11,900
Replace	\$1,200	\$1,680	\$79,850
Replace	\$1,200	\$1,680	\$72,878
Replace	\$1,200	\$1,680	\$69,518
Repair Intruding Tap	\$1,000	\$1,400	\$1,400
Replace	\$425	\$595	\$26,775
Repair	\$20,000	\$28,000	\$28,000

Exhibit C-1a

Channel Street	STA 1+10 to STA 0+00	10"	HDPE	37.55	Video survey length is 103.7 feet while spread sheet length says 37.55 feet 6.0 ft - DAZ at 3 o'clock, 5% 97.1 ft - sag
Channel Street - Storm Drainage (transmittal 4)					
Channel Street	STA. 4+21 - STA 3+12	24"	RCP	109.87	27.7 ft to 61.0 ft - sag
Long Bridge Street - Storm Drainage 1B#46.1 (transmittal 4)					
Long Bridge Street	STA. 0+28 - STA. 0+00	12"	HDPE	28.77	0 ft - CC from 3 o'clock to 10 o'clock (in MH)
4th Street - Storm Drainage (transmittal 5)					
4th Street	STA. 40+87 - STA. 40+11	24"	RCP	40.81	Spread sheet says length is 40.81 feet and video surveyed length is 76 feet 63 ft to 74 ft - DAZ (concrete?) at 6 o'clock, 5% 69.9 ft - OBN at 6 o'clock, 5%
4th Street	STA. 41+67 - STA. 41.24	24"	RCP	79.73	Video starts at 90 ft and ends at 170 ft (80 ft) 137.5 ft - TFI at 3 o'clock, 6 in diameter, 1 in intrusion
4th Street	STA. 44+39 - STA 43.80	18"	RCP		Video header 44+90 to 42.60 50 ft - CC from 7 o'clock to 12 o'clock

Repair	\$20,000	\$28,000	\$28,000
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Replace	\$450	\$630	\$69,218
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Repair	\$20,000	\$28,000	\$28,000
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Repair Intruding Tap	\$1,000	\$1,400	\$1,400
Repair Intruding Tap	\$1,000	\$1,400	\$1,400
Repair 20' length	\$425	\$595	\$11,900

Total Pipe Costs	\$853,845
Paving @\$12/sf	\$1,244,160
Pilings (48" rcp) \$8000/each installed every 10' Manholes 24" or less \$12000, larger than 24" \$35000	\$268,912
Total Cost without Pilings	\$2,098,005
Total Cost with Pilings	\$2,366,917

Mission Bay - RED STREETS PUNCHLIST (Public Works Items)

Exhibit C-1b

(as of 3/13/19)

Item #	Street	Location (Approx. Station)	Description	City Comments
1) Blocks 8/9/9A Mission Rock St.				
Area includes: Mission Rock Street between 3rd Street and Terry Francois Boulevard (except PSB frontage)				
1	Blk 8/9/9A, Ph 2	56+90 and 55+50 S side of MR, 53+10 N side of MR	Monitor sidewalk cracks (multiple locations)	Cracks to be monitored through warranty for replacement
2	Blk 8/9/9A, Ph 2	54+40 S side of MR	Patch concrete cracks	Patch to be monitored through warranty.
2) Blocks 2-13, Blocks 5-6				
Area includes: China Basin from Long Bridge to 4th Street, Merrimac from China Basin to MBBS, MBBN/MBBS from Merrimac to 4th Street				
1	Merrimac (West Side)	0+30	Replace (2) cracked flags at MBBN/Merrimac	Area patched and will be monitored through warranty. If patches fail, full replacement will be required
2	General	General	Various concrete patching and replacement due to cracking etc	See original punchlist items
3	General	General	AC cracking observed on Merrimac	Potential crack seal and/or grind and pave may be required. Cost based on estimated 12,000 SF at \$6/SF
3) Blocks 26-28 and SWPS#1				
N/A - Blocks 26-28 warranty has expired. SWPS#1 items would be covered under PUC agreement				
4) Block 40 Owens St				
Area includes: 16th St. South ROW & Owens/16th Intersection, Owens between Mariposa & 16th, Mariposa St. North S/W Planter, Mariposa & I-280 On & Off ramp Traffic Signals & Street Lights				
1	Owens	NB lanes between UCSF South Connector Road and 16th Street	AC Grind & Pave NB lanes due to longitudinal cracking	Cracks observed propagating through AC in NB Owens lanes between South connector road and 16th Street. CL#8 sent 2/8/18. Cost based on estimated 16,000 SF at \$6/SF. Note Kilroy responsible for re-paving of SB lanes due to damages caused.

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Mission Bay - RED STREETS PUNCHLIST (Public Works Items)

(as of 3/13/19)

Item #	Street	Location (Approx. Station)	Description	City Comments
5) Blocks 11-12 Channel Street				
Area includes: Back of sidewalk to back of sidewalk from the conform at Mission Bay Circle to El Dorado South				
1	Channel	2+35 N side of Channel St.	Monitor cracked flag	Patched, but not acceptable. If patch fails complete replacement will be required.
2	Channel	3+15 N side of Channel St.	Monitor cracked concrete flag at tree well	
4	Channel	8+55 S side of Channel St.	Remove writing from concrete flag or replace flag	Initials etched into wet concrete on sidewalk flag
5	Channel	4+20, 4+35, 5+65, 6+60 6+70 and 8+00 S side of Channel St.	Patch chips in curb (multiple locations)	Patches will continue to be monitored through warranty period. If patches fail, complete replacement may be required
6	Channel	1+35 & 7+00 S side of Channel St.	Replace cracked concrete flag	
7	Channel	0+85, 1+25, 3+30, 4+25, 4+90 and 6+30 S side of Channel St.	Monitor cracks (multiple locations)	Cracks will continue to be monitored through warranty period for replacement

Mission Bay - RED STREETS PUNCHLIST (Public Works Items)

(as of 3/13/19)

Item #	Street	Location (Approx. Station)	Description	City Comments
8	Channel	0+95, 1+60, 3+10, 3+55, 3+75, 4+35 and 8+40 S side of Channel St.	Monitor cracks at corners of PG&E/AT&T vaults (multiple locations) and patch cracks along edge of PG&E vault	Cracks will continue to be monitored through warranty period for replacement
9	Channel	2+35 S side of Channel St.	Repair dented backflow preventer cage	
10	Channel	1+50 S side of Channel St.	Replace missing concrete street lid in irrigation box	

Mission Bay - BLUE STREETS PUNCHLIST (Public Works Punchlist)

Exhibit C-1b

(as of 3/13/19)

Item #	Street	Location (Approx. Station)	Description	City Comments
1) Blocks 11-12 (all areas except Channel Street) and P11/P11A				
Area includes: Parking Lot P2, P11, P11A, MBBN from Merrimac to MBDN, MBBS from Merrimac to MBDS, MBDN from MBBN to MB Circle, MBDS from MBBS to MB Circle, Long Bridge from MBBS to China Basin				
1	MBBS	12+75, 12+25 S side, 16+00 N side	Monitor cracked curb	
2	6th	12+00 SE Left ramp at MBBS & 6th	Monitor cracked warning band	
3	MBBS	11+45 S side of MBBS	Monitor cracked concrete flag near curb ramp	
4	MBBN	10+85 N side of MBBN	Monitor cracked sidewalk flag	Cracks will continue to be monitored through warranty period for replacement
5	MBBN	9+60, 9+45 N side of MBDN	Monitor cracked curb	
6	P2	1+30, 4+00, 4+75 N curb; 3+90, 4+10 S curb, 4+00 W curb and 3+85 trash enclosure	Monitor cracked curb/gutter	
7	Various	All	Monitor and/or replace concrete patches in sidewalk, curb&gutter	If patch fails complete replacement will be required. Items completed as of 5/23/18: 13,20,24, 26,27,36,37, 44,45, 61,62,64,65, 66,72,73,85, 92,95,107, 130,131,132, 133,134,146,147,148,149 Items remaining: 21, 50, 57
8	MBBN	16+70 N side of MBBN	Monitor cracked curb & gutter at curb ramp	

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Mission Bay - BLUE STREETS PUNCHLIST (Public Works Punchlist)

(as of 3/13/19)

Exhibit C-1b

Item #	Street	Location (Approx. Station)	Description	City Comments
9	MBBN	16+70,12+65 N side of MBBN & 0+20 SE LB	Raise sunken AVC and/or adjust pavers to eliminate trip hazard	
10	MBBN	14+95 N side of MBBN	Replace missing tree	Under HOA maintenance agreement with MBMC. To be replaced by MBMC.
11	Long Bridge	1+50 SE side of LB	Monitor crack	Cracks will continue to be monitored through warranty period for replacement
12	Long Bridge	2+10, 2+60, 2+75 SE side of LB, 3+00 NW side of LB	Monitor cracks at AT&T, PG&E, Comcast vaults (multiple locations)	Cracks will continue to be monitored through warranty period for replacement
13	Long Bridge	2+50, 3+15, 3+60 SE side of LB & 1+35, 2+50, 2+20 NW side of LB	Patch chips in concrete	If patch fails complete replacement will be required.
14	Long Bridge	2+50 NW side of LB	Replace cracked flags in driveway	Concrete flags are badly chipped and multiple patch attempts have failed.
15	Long Bridge	1+75-1+90 NW side of LB	Replace cracked flags & monitor cracks near street light	
16	Long Bridge	0+55 & 0+70 NW side of LB	Straighten leaning tree support poles	MBDG to complete prior to transfer of maintenance. Future maintenance entity to be identified by OCII.
17	Long Bridge	2+55 N	Remove and replace concrete curb	Note: from previous Long Bridge Streetscape Punchlist. Patched with wrong color. Patch to be monitored for replacement
18	Long Bridge	1+25	Monitor cracking in curb and gutter	Note: from previous Long Bridge Streetscape Punchlist. Crack to be monitored for replacement

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Mission Bay - BLUE STREETS PUNCHLIST (Public Works Punchlist)

Exhibit C-1b

(as of 3/13/19)

Item #	Street	Location (Approx. Station)	Description	City Comments
2) Blocks 36-39, X3, 25				
Area includes: 16th from Owens to 3rd, Mariposa from Owens to 3rd, 4th from 16th to UCSF Hospital cul-de-sac, 4th from Mariposa to				
1	Blk 25/3rd St	29+20	Monitor hairline crack in sidewalk flag through end of warranty period	
2	Blk 25/3rd St	26+90	Monitor hairline crack in sidewalk flag through end of warranty period	
3	Blk 25/All	All	Scratched Poles to be touched up as needed	M8DG has contested due to public use of streets. Confirmed outstanding on 9/17/18.
3) Blocks 8/9/9A Terry Francois Blvd.				
Area includes: Terry Francois Blvd from China Basin to Mission Rock				
1	Blk 8/9/9A, Ph 2	TFB & Mission Rock SE - L	Monitor cracking on East sidewalk	Cracks to be monitored through warranty for replacement
2	Blk 8/9/9A, Ph 2	TFB & China Basin NE-R	Monitor cracking on the sidewalk at warning band	Cracks to be monitored through warranty for replacement
3	Blk 8/9/9A, Ph 2	TFB & China Basin NE - R	Monitor cracking on sidewalk at warning band	Cracks to be monitored through warranty for replacement

Certificate Of Completion

Envelope Id: D56C59F1DFC24CC2848AAC5D560E365C	Status: Completed
Subject: Order 202032 - Mission Bay South - Acquisition Agreement	
Source Envelope:	
Document Pages: 31	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	DPW DocuSign
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	30 Van Ness Ave. Suite 4400
	San Francisco, CA 94102
	dpw-docusign.service@sfdpw.org
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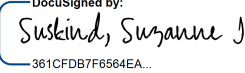
Record Tracking

Status: Original 10/16/2019 9:13:54 AM	Holder: DPW DocuSign dpw-docusign.service@sfdpw.org	Location: DocuSign
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Signer Events

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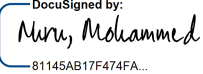
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Signed: 10/16/2019 4:56:52 PM

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Accepted: 12/4/2017 3:42:00 PM
ID: d126be35-189a-42db-be2c-e3d28aa4127e

Nuru, Mohammed
Mohammed.Nuru@sfdpw.org
Director
Public Works
Security Level: Email, Account Authentication (None)

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81145AB17F474FA...
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Sent: 10/16/2019 4:56:54 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/16/2019 4:56:54 PM
Certified Delivered	Security Checked	10/17/2019 9:08:26 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	10/17/2019 9:08:34 AM
Completed	Security Checked	10/17/2019 9:08:34 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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