



## **MEMORANDUM OF AGREEMENT # 20/00-00**

for

### **PROJECT MANAGEMENT AND OVERSIGHT, ENGINEERING, AND ENVIRONMENTAL SERVICES FOR HILLCREST ROAD WIDENING PROJECT**

THIS AGREEMENT is made and shall be effective on the 1st day of May, 2021 by and between the San Francisco County Transportation Authority (“the Transportation Authority”) and the City and County of San Francisco (“City”) acting through the Treasure Island Development Authority (“TIDA”), referred to collectively as “Parties” or individually as “Party.”

#### **RECITALS**

- A. 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. TIDA has been designated a community redevelopment agency under the California Community Redevelopment Law (CRL) (Sections 33000 et. seq. of the California Health and Safety Code) and 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. In Spring 2020, TIDA received a \$30,000,000 Infill Infrastructure Grant for the widening of Hillcrest Road on YBI to meet City of San Francisco Department of Public Works (“SFPW”) standards.
- D. TIDA requested 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 Hillcrest Road Widening Project (Project) because of its expertise and experience on other YBI engineering projects including YBI Ramps Improvement Project and Southgate Road Realignment Project.
- E. The project development process for the Hillcrest Road Widening Project consists of a two-phase effort with Phase 1 consisting of the Preliminary Engineering (PE) and



Environmental Document ("ED"), and Phase 2 being the final design and preparation of Plans, Specifications/Special Provisions and Estimate ("PS&E").

- F. TIDA has asked the Transportation Authority, in its capacity as the City's Congestion Management Agency, to lead the effort to prepare and obtain approval of the Preliminary Engineering and ED, and to complete PS&E.
- G. The Transportation Authority plans to issue a Request for Proposals ("RFP"), for professional consultant services to provide the necessary engineering and environmental services to obtain the environmental clearance, project approval, and completion of the PE, ED and PS&E for the Hillcrest Road Widening Project.
- H. This Agreement sets forth certain rights and obligations of the Transportation Authority and TIDA with respect to the Hillcrest Road Widening Project.

### **AGREEMENT**

1. **Project Management Services.** The Transportation Authority shall provide the project management services for the Hillcrest Road Widening Project (the "Project Management Services") described in the Project Management Scope of Work attached to this Agreement as Appendix A and the Project Management Budget attached to this Agreement as Appendix B, in accordance with the terms and conditions of this Agreement.
2. **Consultant Services.** The Transportation Authority shall contract for professional services with the consultant chosen in accordance with the RFP (the "Consultant") to perform the Phase 1 conceptual engineering, preliminary engineering and the ED (the "Consultant Services") as more particularly described in the Consultant Scope of Work attached to this Agreement as Appendix C and the Consultant Budget attached to this Agreement as Appendix B. After selection of the consultant, the Transportation Authority, and TIDA, shall prepare a revised Consultant Budget that reflects the actual rates and other budget information included in the Consultant contract. The Transportation Authority and TIDA acknowledge that this Agreement will provide an option for Phase 2 services for the final design and preparation of the PS&E. The Transportation Authority and TIDA may agree to amend the Consultant Scope of Work and the Consultant Budget to include the Phase 2 services, subject to the approval of the TIDA Board of Directors and the Transportation Authority Board.



3. **Coordination.** The Transportation Authority and TIDA agree to the following with regard to the performance of the Project Management Services and the Consultant Services under this Agreement:
- a. TIDA's project management staff shall participate in the Consultant procurement process under the RFP and shall work in conjunction with the Transportation Authority's project management staff as a member of the Project Team.
  - b. TIDA and the Transportation Authority shall establish a timeframe and work with City of San Francisco Department of Public Works, San Francisco Municipal Transportation Agency, Caltrans, the Metropolitan Transportation Commission, the Bay Area Toll Authority, the California Transportation Commission and other relevant agencies to enable the timing of the design and engineering of the Hillcrest Road Widening Project.
  - c. The Transportation Authority shall conduct all major communications with the Consultant regarding deliverables, task updates or other performance of services.
  - d. Consultant shall submit task-based invoices directly to the Transportation Authority, for payment for services rendered. The Transportation Authority shall review Consultant's invoices and process payments. The Transportation Authority shall submit a copy of the paid invoices and supporting documentation to TIDA. The Transportation Authority shall provide a quarterly report to TIDA describing services rendered and the costs and expenses incurred by the Transportation Authority for the Project Management Services and the Consultant Services (collectively, the "Authority Costs").
  - e. The Transportation Authority shall retain full and final discretion to resolve payment issues relating to the Consultant Services; provided, that the costs are consistent with the mutually agreed upon Consultant Scope of Work and Consultant Budget.
  - f. The Transportation Authority shall notify TIDA of any proposed changes to the Project Management Scope of Work, the Consultant Scope of Work,



the Project Management Budget and/or the Consultant Budget within three (3) days of the proposed change being known by the Transportation Authority or requested by Consultant. TIDA shall have the right to approve all proposed changes to the Project Management Scope of Work, the Consultant Scope of Work (including any proposed termination of the Consultant), the Project Management Budget and/or the Consultant Budget.

- g. The Transportation Authority shall provide timely deliverables to TIDA. The Transportation Authority shall provide monthly project updates to TIDA. The Transportation Authority shall maintain project records including deliverables, progress reports, correspondence, and a full accounting of the Transportation Authority Costs, and shall make such records available to TIDA upon request.
- h. The Transportation Authority and TIDA shall have regular coordination meetings, as needed.
- i. TIDA shall be responsible for communications with the State of California Department of Housing and Community Development (HCD) for the 2019 Infill Infrastructure Grant (IIG) including supporting documentation from the Transportation Authority as may be required for progress payments, changes to the project, and other IIG reporting requirements.

4. **TIDA Reimbursement Obligation.** TIDA shall reimburse the Transportation Authority for Project Costs incurred by the Transportation Authority and Consultant. Notwithstanding anything in this Agreement to the contrary, in no event shall TIDA's reimbursement obligation under this Agreement exceed \$4,086,000 Dollars, as outlined in the Total Budget attached to this agreement as Appendix B without approval of TIDA's Board of Directors. The Transportation Authority and TIDA acknowledge that this Agreement memorializes a reimbursement obligation of TIDA to the Transportation Authority and shall not be construed as a grant or gift of funds from the Transportation Authority to TIDA.

5. **Term.** The term of this Agreement shall be from May 1, 2021 to June 30, 2024. SFCTA shall not incur expenses beyond June 30, 2024. Time extensions shall be by amendment to this Agreement and by mutual agreement between the Parties.



**6. Indemnification:**

- a. TIDA shall indemnify, defend, and hold harmless the Transportation Authority, its Commissioners, representatives, agents or employees from and against all claim, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of TIDA, its officers, employees or agents in connection with this Agreement.
- b. The Transportation Authority shall indemnify, defend, and hold harmless TIDA, its Commissioners, representatives, agents or employees from and against all claim, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of the Transportation Authority, its officers, employees or agents in connection with this Agreement.

7. **Notices:** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

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

To TIDA:             **Mr. Bob Beck**  
                              **Treasure Island Director**  
                              **Treasure Island Development Authority**  
                              **One Avenue of the Palms, Suite 241**  
                              **Treasure Island**  
                              **San Francisco, California 94130**  
                              **Phone: (415) 274-0662**  
                              **E-mail: [bob.beck@sfgov.org](mailto:bob.beck@sfgov.org)**



Any notice of default must be sent by registered mail.

8. **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.
9. **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 and invoice to TIDA identifying work completed, consistent with the scope of work outlined in Appendix A and Appendix C, incurred through the termination date within forty-five (45) days of such termination.
10. **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.
11. **Audit and Inspection of Records.** The Parties agree to maintain and make available to 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.



**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:

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Cynthia Fong  
Deputy Director for Finance and Administration

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Bob Beck  
Treasure Island Director

Approved by:

APPROVED AS TO FORM:  
DENNIS J. HERRERA, City Attorney

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Tilly Chang  
Executive Director

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Deputy City Attorney



## **APPENDIX A**

### **TRANSPORTATION AUTHORITY SCOPE OF WORK**

The San Francisco County Transportation Authority (“the Transportation Authority”) will provide project management and administrative services for the Hillcrest Road Widening Project. These services include project management oversight consultant services, Transportation Authority support staff services, legal services and other administrative services related to the Project. These services will be performed in partnership and coordination with TIDA’s project management staff.

#### **A. Project Management Oversight (PMO) services performed by the Transportation Authority and Project Management Oversight staff**

Tasks may include any or all of the following: briefings to Transportation Authority management regarding project issues and progress; monitor and review Hillcrest Road Widening Project (“Hillcrest”) contractor performance, work products, deliverables; review contractor 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 make recommendations on any change requests; review Hillcrest contractor invoices; 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 minutes as requested; assist in engineering and technical reviews as requested; prepare Cooperative Agreements; assist in the selection of engineering, planning, environmental or other specialty consultants to perform studies and /or design work including preparation of Request for Proposals (RFPs), participation in the consultant selection process, and participate in negotiations for the scope and fee for selected consultants; provide project management and coordination services for the preparation of the Preliminary Engineering, Environmental Document, and PS&E; prepare project financial plan and schedule; provide day-to-day project management and participate in Project Team and ad hoc 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, Caltrans, City of San Francisco, BATA, utility companies and the public as necessary; provide oversight of consultant contracts for design and right-of-way acquisitions; provide project management with the selected consultants with respect to budget, schedule, and scope, and ensure project issues that surface are addressed expeditiously; assist with





preparation and submittal of IIG grant funding program requirements supporting documentation including payment applications, project change orders and other project status updates; participate in funding applications and meetings with appropriate staff and agencies required to obtain funding; and assist Transportation Authority in tasks necessary to maintain project delivery.

**B. Administrative Services performed by Transportation Authority and Project Management Oversight staff**

Administrative Services will include the following activities:

- Manage and administer agreements with Consultant, Construction Manager, and Construction Contractor;
- Process payment of Consultant, Construction Manager, and Construction Contractor invoices;
- Provide support and documentation to TIDA for IIG grant funding 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 Transportation Authority Committees and Board;
- Attend meetings with TIDA staff and stakeholders;
- Provide monthly project updates to TIDA
- Record keeping and filing; and
- Other related tasks as requested.



## **APPENDIX B**

### **TRANSPORTATION AUTHORITY AND CONSULTANT BUDGET**

The San Francisco County Transportation Authority (“the Transportation Authority”) will provide project management services for the Hillcrest project. These services include project management oversight consultant services, and Transportation Authority support staff services. The Consultant will provide all necessary planning and engineering services to complete preliminary engineering, ED, and as an option, PS&E. The services will be billed on an actual time and materials basis, and will vary from month-to-month from this budget estimate.

The budget for the services provided is as follows, for the period from execution of this MOA through June 30, 2024.

<b>Description of Work</b>	<b>Total Budget</b>
1. Preliminary Engineering, ED, PS&E	\$ 3,210,000
2. Project Management Oversight and Authority Support	\$ 876,000
<b>Total Budget</b>	<b>\$ 4,086,000</b>



**Transportation Authority Budget**

<b>Transportation Authority</b>	<b>Estimated Monthly Hours</b>	<b>Base Rate per</b>	<b>Total Cost per Month</b>
Deputy Director for Capital Projects	18	\$ 310	\$ 5,580
Assistant Deputy Director for Capital Projects	10	\$ 257	\$ 2,570
Administrative Engineer	53	\$ 159	\$ 8,427
YBI Project Manager	20	327	\$ 6,540
Senior Communications Manager	2	\$ 174	\$ 348
Graphic Designer	8	\$ 109	\$ 868
Total Estimated Monthly Costs			\$ 24,334
Total Project Cost for 37 months 5/21 - 6/24			\$ 876,000

**Project Cost Estimate**

<b>Project Items</b>	<b>Preliminary Estimate</b>
Total Roadway Items	\$ 7,800,000
Total Structure Items	\$ 10,900,000
Subtotal Construction Cost	\$ 18,700,000
Escalation to Fall 2022 (5%/yr)	\$ 2,890,000
Total Right of Way Items	\$ 258,000
Total Construction Cost	\$ 21,848,000
PE/Final Design by Consultant at 15%	\$ 3,210,000
Construction Management at 15%	\$ 3,210,000
Permit and Right-of-Way Approval at 4%	\$ 856,000
Transportation Authority Project Management	\$ 876,000
Total Soft Cost	\$ 8,152,000
Total Project Cost	\$ 30,000,000

PE/Final Design estimated at 15% of Capital Cost

Construction Management estimated at 15% of Capital Cost



Permit and Right-of-Way Approval estimated at 4% of Capital Cost

## **APPENDIX C**

### **CONSULTANT SCOPE OF WORK**

#### **SCOPE OF SERVICES**

Professional consultant services will provide the necessary planning and engineering services to produce all necessary documents required to produce preliminary engineering, an Environmental Document (ED), and Plans, Specifications/Special Provisions and Estimate (PS&E).

The project development process for the Hillcrest Road Widening Project (Project) consists of a two-phase effort with Phase 1 consisting of the preliminary engineering (35% Design and Reports) and ED; and Phase 2 being the final design and preparation of Plans, Specifications/Special Provisions and Estimate (PS&E). Award of the contract is contingent upon approval of a Memorandum of Agreement between the Transportation Authority and the Treasure Island Development Authority (TIDA). Award of Phase 2 is contingent on the approval of both the Transportation Authority and TIDA after completion of Phase 1.

The Transportation Authority is undertaking this effort in its capacity as Congestion Management Agency for San Francisco and in cooperation with TIDA.

Preparation of the preliminary engineering and ED shall commence immediately following receipt of a Notice to Proceed (NTP) from the Transportation Authority. The selected consultant/team shall be responsible for all work necessary to complete preliminary engineering, an ED, and as an option, PS&E, and shall comply with applicable local, State, and Federal standards and requirements.

Specific tasks include: 1) project management elements, 2) development of the preliminary engineering documents for approval, 3) development of the ED documents for approval, and, as an approved option, 4) PS&E through 100% designs to enable bidding of the project for construction.