

**THIS STAFF REPORT COVERS CALENDAR ITEM NO.: 12**  
**FOR THE MEETING OF:** December 9, 2010

## **TRANSBAY JOINT POWERS AUTHORITY**

### **BRIEF DESCRIPTION:**

Approving Amendment #2 to the Intergovernmental Agreement #2 between the Transbay Joint Powers Authority (TJPA) and the City and County of San Francisco, Department of Public Works (DPW) to provide for construction coordination, oversight, inspection and acceptance services and additional auxiliary water supply system (AWSS) design and construction support services. The cost for such additional services identified in Amendment #2 shall not exceed \$575,000, for an aggregate amount for all services under Agreement #2 not to exceed \$1,174,500, and for a term not to exceed nine (9) years from the Effective Date of Intergovernmental Agreement #2.

### **REPORT:**

Under Intergovernmental Agreement #2, approved by the Board on January 17, 2008, DPW is providing professional engineering, survey and mapping services to the TJPA to facilitate the design and review of various aspects of the Transit Center Project (Project). Among other things, DPW is providing engineering and construction administration services for the relocation of City-owned utility facilities.

The TJPA plans to relocate certain City-owned utility facilities within the public right of way to accommodate construction of the Project. Relocation of certain City-owned utilities will require coordination, oversight, inspection and acceptance by DPW. In addition, other work in the public right of way to facilitate construction of the Project may require coordination, oversight, inspection and acceptance by DPW.

The TJPA plans to construct new bus ramps connecting the Transit Center to the San Francisco Bay Bridge. Structural abutments for the bus ramps conflict with existing AWSS facilities on Harrison Street between Essex and Second streets. Final design and construction support services for the relocation of these AWSS facilities will be provided by DPW.

The cost for these additional services identified in Amendment #2 shall not exceed \$575,000, for an aggregate amount for all services under Agreement #2 not to exceed \$1,174,500, and for a term not to exceed nine (9) years from the Effective Date of Intergovernmental Agreement #2.

The staff has negotiated an Amendment #2 to Intergovernmental Agreement #2 with DPW, and DPW has signed the proposed amendment.

### **RECOMMENDATION:**

The staff recommends that the Board authorize the Executive Director to execute the Amendment #2 to Intergovernmental Agreement #2 in the form attached to this report.

### **ATTACHMENTS:**

1. Resolution
2. Amendment #2 to Intergovernmental Agreement #2

**TRANSBAY JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS**

**Resolution No. \_\_\_\_\_**

WHEREAS, The Transbay Joint Powers Authority (TJPA) requires the relocation of certain City-owned utility facilities and other improvements in the public right of way to accommodate the Transit Center; and

WHEREAS, The City and County of San Francisco Department of Public Works (DPW) is responsible for the auxiliary water supply system (AWSS) design and construction support within the City and County of San Francisco; and

WHEREAS, The TJPA and DPW have entered into an Intergovernmental Agreement #2 for professional engineering, survey and mapping services; and

WHEREAS, Under Intergovernmental Agreement #2, DPW has provided final engineering and oversight services for the relocation of certain City-owned utility facilities; and

WHEREAS, The relocation of certain City-owned utilities will require coordination, oversight, inspection and acceptance by DPW; and

WHEREAS, Staff has reviewed DPW's proposal for coordination, oversight, inspection and acceptance services and additional AWSS design and construction support services and negotiated an Amendment #2 to the Intergovernmental Agreement #2 for Professional Engineering, Survey and Mapping Services; and

WHEREAS, Staff recommends that the TJPA Board of Directors approve the Amendment #2; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute Amendment #2 to Intergovernmental Agreement #2 with DPW, authorizing DPW to provide coordination, oversight, inspection and acceptance services for a maximum reimbursement for such additional services of \$575,000, for an aggregate amount for all services under Agreement #2 not to exceed \$1,174,500, and for a period not to exceed nine (9) years from the Effective Date of Intergovernmental Agreement #2.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of December 9, 2010.

\_\_\_\_\_  
Secretary, Transbay Joint Powers Authority

**AMENDMENT #2 TO INTERGOVERNMENTAL AGREEMENT #2**

between

**TRANSBAY JOINT POWERS AUTHORITY**

and

**CITY AND COUNTY OF SAN FRANCISCO, DEPARTMENT OF PUBLIC WORKS**

for

**Professional Engineering, Survey and Mapping Services**

for the

**Transbay Transit Center Program**

This Amendment #2 to the Intergovernmental Agreement, IGA-08-005-DPW, is entered into as of the \_\_\_\_\_ of December, 2010, by and between the Transbay Joint Powers Authority ("TJPA"), a joint powers authority, and the City and County of San Francisco, Department of Public Works ("DPW") (each individually a "Party" and, collectively, the "Parties").

**RECITALS**

THIS Amendment #2 is entered into with reference to the following facts and circumstances:

- A. On January 17, 2008, the Parties entered into that certain Intergovernmental Agreement IGA-08-005-DPW between the TJPA and DPW ("Agreement #2"), which established the terms and conditions by which DPW would provide certain professional engineering, survey and mapping services to the TJPA. Under Agreement #2, the aggregate amount of TJPA's payments to DPW to provide the services shall not exceed \$599,500.
- B. On October 17, 2008, the Parties entered into an Amendment to Agreement #2 ("Amendment #1"), describing the terms under which TJPA would perform and oversee certain resurfacing work and the Parties would apportion the costs of the resurfacing work. Under Amendment #1, the aggregate amount of DPW's payment to TJPA to provide the resurfacing work shall not exceed \$400,000. The resurfacing work described in Amendment #1 was completed and DPW costs were reimbursed to TJPA in the amount of \$393,679.26.
- C. The TJPA plans to relocate certain auxiliary water supply system (AWSS) facilities to facilitate construction of the Transit Center bus ramps. As described in Agreement #2, the TJPA planned to relocate AWSS facilities within Beale and Fremont streets. Under Agreement #2, DPW Bureau of Engineering (BOE) Mechanical Section agreed to provide design services related to that relocation for an amount not to exceed \$147,500. The TJPA has subsequently determined that it must also relocate AWSS facilities within Harrison Street between Essex and Second Street. DPW-BOE submitted a proposal to provide the additional design services related to the additional area for an amount not to exceed \$75,000, for an aggregate amount of \$222,500 for all AWSS services under Agreement #2.
- D. The TJPA plans to relocate certain City-owned utilities and conduct other work in the public right of way to facilitate construction of the Transit Center. The Bureau of Construction Management of the City's Department of Public Works (DPW-BCM) is responsible for construction coordination and oversight of public works projects in

the City. DPW-BCM submitted a proposal for construction coordination, oversight, inspection, and acceptance services related to the relocation of City-owned utilities and other work in the public right of way required to facilitate construction of the Transit Center ("Construction Oversight Services") for an amount not to exceed \$500,000.

- E. Section 11 of Agreement #2 provides that the Parties may amend or modify the agreement by written agreement of both Parties.

NOW, THEREFORE, the Parties agree as follows:

### **AMENDMENT #2 TO AGREEMENT #2**

1. All capitalized terms set forth herein shall have the meaning as set forth in Agreement #2, except for those terms that are expressly defined herein.
2. Exhibit A to Agreement #2, "Scope of Services," sets forth the services to be performed by DPW under Agreement #2. This Amendment #2 adds additional AWSS Study, Design and Construction Support Services, as well as new Construction Oversight Services to the Scope of Services. Exhibit A to Agreement #2 is hereby replaced in its entirety by the attached Exhibit A-Revised.
3. Section 2 of Agreement #2, "Term of Agreement and Termination," provides that the term shall be five (5) years from the Effective Date, unless earlier terminated. Section 2 is hereby amended to increase the term of Agreement #2 by four (4) additional years, for a total term of nine (9) years from the Effective Date of Agreement #2, unless earlier terminated.
4. Section 3.2 of Agreement #2, "Aggregate Amount of Contract," provides that the aggregate amount of payments from TJPA to DPW to provide the services shall not exceed \$599,500. Section 3.2 is hereby amended to provide that the aggregate amount of payments from TJPA to DPW to provide the services under Agreement #2, based on the increased scope described in this Amendment #2, shall not exceed \$1,174,500.
5. Exhibit E to Agreement #2, "Cost Breakdown for Services," sets forth the maximum amounts TJPA may compensate DPW to provide particular services under Agreement #2. This Amendment #2 adds a cost breakdown to provide the additional AWSS Study, Design and Construction Support Services, as well as the Construction Oversight Services to the Cost Breakdown for Services. Exhibit E to Agreement #2 is hereby replaced in its entirety by the attached Exhibit E-Revised.
6. Except for the provisions set forth in this Amendment #2, all other provisions of Agreement #2, as amended by Amendment #1, remain unchanged and in full force and effect.

(Signature Block on Following Page)

IN WITNESS WHEREOF, the PARTIES hereto have caused this Amendment to be executed on the date(s) indicated by their respective officers duly authorized on their behalf.

**TRANSBAY JOINT POWERS AUTHORITY**

DATED: \_\_\_\_\_,  
2010

By: \_\_\_\_\_  
Maria Ayerdi-Kaplan, Executive Director

Resolution  
No. Adopted: \_\_\_\_\_

By: \_\_\_\_\_  
Attested by: Nila Gonzales, Secretary

**DEPARTMENT OF PUBLIC WORKS**

DATED: \_\_\_\_\_,  
2010

By: \_\_\_\_\_  
Edward D. Reiskin, Director

**APPROVED AS TO FORM FOR TJPA**

DATED: \_\_\_\_\_,  
2010

By: \_\_\_\_\_  
Deborah L. Miller,  
Shute, Mihaly & Weinberger LLP

**APPROVED AS TO FORM FOR DPW**

DATED: \_\_\_\_\_,  
2010

BY: \_\_\_\_\_  
Andrew W. Garth  
Deputy City Attorney

**Exhibit A-Revised**

## **EXHIBIT A - REVISED**

### **SCOPE OF SERVICES**

For the Services described below, TJPA will issue Task Orders and Notices to Proceed, identifying the specific Services that DPW is authorized to perform.

The TJPA reserves the right to change the Services at any time during the term of the Agreement; provided, however, that DPW shall be paid for any work that meets the requirements of the Agreement and that is performed prior to the date of such change.

DPW will work closely with the TJPA's staff and other consultants. DPW shall coordinate its work with the TJPA and inform the TJPA of all daily activities.

The Services shall be completed on time and within budget.

#### **A.1 Survey and Mapping Services**

Survey and mapping services are required for the conveyance of State-owned parcels to the TJPA and City and the TJPA's acquisition of fee interests and easements for the Program, listed in Exhibit D to this agreement.

The TJPA has the right, in its sole discretion, to make changes to the list of properties to be surveyed, including but not limited to the addition or deletion of properties.

Project horizontal datum shall be based on North American Datum 1983 (NAD83) and coordinates shall be based upon the California Coordinate System of 1983 (CCS83), Zone 3. The physical reference network for the coordinates shall be the California High-Precision Geodetic Network (CA-HPGN). Vertical datum shall be based on the North American Vertical Datum 1988 (NAVD88) as defined by the National Geodetic Survey (NGS).

DPW surveyor ("Surveyor") shall certify in writing to the TJPA that all surveys will be performed by or under the direct supervision of a registered professional land surveyor who is currently licensed in the State of California by the board for Professional Engineers and Land Surveyors under the Professional Land Surveyor's Act.

Surveyor shall work to minimize disturbance to the users of the premises.

Surveyor shall submit to the TJPA two (2) hard copies and one (1) electronic copy on CD or Data DVD in AutoCAD 2005 format of the surveys, maps and other required documents.

The TJPA reserves the right to randomly have data validated by an independent surveyor. Work containing any discrepancies, errors or omissions may be sent back to Surveyor for adjustment, with said adjustments made at no cost to the TJPA.

#### **A.1.1 ALTA/ACSM Land Title Survey Services**

DPW shall prepare ALTA/ACSM Land Title Surveys.

All ALTA/ACSM Land Title Survey reports must comply with the 2005 Minimum Standard Detailed Requirements for ALTA/ACSM Land Title Surveys as adopted by the American Land Title Association and the National Society of Professional Surveyors (attached as Exhibit C to this Agreement), including items specified by the TJPA from among the optional items listed in Table A contained within. Table A options required for this project include items 2, 3, 4, 7(a), 8, 10, 11(a), 11(b), 13, 15 and 18.

Any supporting documentation available to the TJPA will be provided to the Surveyor, such as complete copies of the record description of the property (or, in the case of an original survey, the parent parcel); any record easements benefiting the property; the record easements or servitudes and covenants burdening the property ("Record Documents"); documents of record referred to in the Record Documents; and any other documents containing the appropriate information affecting the property being surveyed and to which the survey shall make reference.

The plat or map of such survey shall bear the name, address, telephone number, and signature of the professional land Surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, the dates of all of the Surveyor's revisions and the caption "ALTA/ACSM Land Title Survey" with the certification set forth in the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys.

The ALTA/ACSM Land Title Survey shall be in accordance with the current Accuracy Standards for Land Title Surveys ("Accuracy Standards") as adopted by the National Society of Professional Surveyors and the American Land Title Association.

On the plat or map of the ALTA/ACSM Land Title Survey, the survey boundary shall be drawn to a convenient scale, with that scale clearly indicated. A graphic scale, shown in feet or meters or both, shall be included. A north arrow shall be shown and when practicable, the plat or map of survey shall be oriented so that north is at the top of the drawing. Symbols or abbreviations used shall be identified on the face of the plat or map by use of a legend or other means. If necessary for clarity, supplementary or exaggerated diagrams shall be presented accurately on the plat or map. The plat or map shall be a minimum size of 8.5 by 11 inches, AutoCAD files of the plat or map shall also be provided.

The survey shall be performed on the ground and the plat or map of the ALTA/ACSM Land Title Survey shall contain, in addition to the required items already specified above, the following applicable information.

- a) All data necessary to indicate the mathematical dimensions and relationships of the boundary represented, with angles given directly or by bearings, and with the length and radius of each curve, together with elements necessary to mathematically define each curve. The point of beginning of the surveyor's description shall be shown as well as the remote point of beginning if different. A bearing base shall refer to some well-fixed line, so that the bearings may be easily re established. The north arrow shall be referenced to its bearing base and should that bearing base differ from record title, that difference shall be noted.
- b) When record bearings or angles or distances differ from measured bearings, angles or distances, both the record and measured bearings, angles, and distances shall be clearly indicated. If the record description fails to form a mathematically closed figure, the surveyor shall so indicate.



- c) Measured and record distances from corners of parcels surveyed to the nearest right of way lines of streets in urban or suburban areas, together with recovered lot corners and evidence of lot corners, shall be noted. For streets and highways abutting the property surveyed, the name, the width and location of pavement relative to the nearest boundary line of the surveyed tract, and the width of existing rights-of-way, where available from the controlling jurisdiction, shall be shown. Observable evidence of access (or lack thereof) to such abutting streets or highways shall be indicated. Observable evidence of private roads shall be so indicated. Streets abutting the premises, which have been described in Record Documents, but not physically opened, shall be shown and so noted.
- d) The identifying titles of all recorded plats, filed maps, right-of-way maps, or similar documents which the survey represents, wholly or in part, shall be shown with their appropriate recording data, filing dates and map numbers, and the lot, block, and section numbers or letters of the surveyed premises. For non-platted adjoining land, names, and recording data identifying adjoining owners as they appear of record shall be shown. For platted adjoining land, the recording data of the subdivision plat shall be shown. The survey shall indicate platted setback or building restriction lines which have been recorded in subdivision plats or which appear in Record Documents which have been delivered to the Surveyor. Contiguity, gores, and overlaps along the exterior boundaries of the surveyed premises, where ascertainable from field evidence or Record Documents, or interior to those exterior boundaries, shall be clearly indicated or noted. Where only a part of a recorded lot or parcel is included in the survey, the balance of the lot or parcel shall be indicated.
- e) All evidence of monuments shall be shown and noted to indicate which were found and which were placed. All evidence of monuments found beyond the surveyed premises on which establishment of the corners of the surveyed premises are dependent, and their application related to the survey shall be indicated.
- f) The character of any and all evidence of possession shall be stated and the location of such evidence carefully given in relation to both the measured boundary lines and those established by the record. An absence of notation on the survey shall be presumptive of no observable evidence of possession.
- g) The location of all buildings upon the plot or parcel shall be shown and their locations defined by measurements perpendicular to the nearest perimeter boundaries. The precision of these measurements shall be commensurate with the Relative Positional Accuracy of the survey as specified in the current Accuracy Standards for ALTA/ACSM Land Title Surveys. If there are no buildings erected on the property being surveyed, the plat or map shall bear the statement, "No buildings." Proper street numbers shall be shown where available.
- h) All easements evidenced by Record Documents which have been delivered to the Surveyor shall be shown, both those burdening and those benefiting the property surveyed, indicating recording information. If such an easement cannot be located, a note to this effect shall be included. Observable evidence of easements and/or servitudes of all kinds, such as those created by roads; rights-of-way; water courses; drains; telephone, telegraph, or electric lines; water, sewer, oil or gas pipelines on or across the surveyed property and on adjoining properties if they appear to affect the surveyed property, shall be located and noted. If the Surveyor has knowledge of any such easements and/or servitudes, not observable at the time the present survey is

made, such lack of observable evidence shall be noted. Surface indications, if any, of underground easements and/or servitudes shall also be shown.

- i) The character and location of all walls, buildings, fences, and other visible improvements within five feet of each side of the boundary lines shall be noted. Without expressing a legal opinion, physical evidence of all encroaching structural appurtenances and projections, such as fire escapes, bay windows, windows and doors that open out, flue pipes, stoops, eaves, cornices, areaways, steps, trim, etc., by or on adjoining property or on abutting streets, on any easement or over setback lines shown by Record Documents shall be indicated with the extent of such encroachment or projection. If the client wishes to have additional information with regard to appurtenances such as whether or not such appurtenances are independent, division, or party walls and are plumb, the client will assume the responsibility of obtaining such permissions as are necessary for the surveyor to enter upon the properties to make such determinations.
- j) Driveways, alleys and other ways of access on or crossing the property must be shown. Where there is evidence of use by other than the occupants of the property, the surveyor must so indicate on the plat or map. Where driveways or alleys on adjoining properties encroach, in whole or in part, on the property being surveyed, the surveyor must so indicate on the plat or map with appropriate measurements.
- k) As accurately as the evidence permits, the location of cemeteries and burial grounds (i) disclosed in the Record Documents provided by client or (ii) observed in the process of performing the field work for the survey, shall be shown.
- l) Ponds, lakes, springs, or rivers bordering on or running through the premises being surveyed shall be shown.

As a minimum requirement, the Surveyor shall furnish two sets of prints of the plat or map of survey to the TJPA as well as an electronic file in AutoCAD format. If the plat or map of survey consists of more than one sheet, the sheets shall be numbered, the total number of sheets indicated and match lines be shown on each sheet. The prints shall be on durable and dimensionally stable material of a quality standard acceptable to the title insurance company. The electronic copy shall be saved on a CD or Data DVD. The record title description of the surveyed tract, or the description provided by the TJPA, and any new description prepared by the Surveyor must appear on the face of the plat or map or otherwise accompany the survey. When, in the opinion of the Surveyor, the results of the survey differ significantly from the record, or if a fundamental decision related to the boundary resolution is not clearly reflected on the plat or map, the Surveyor may explain this information with notes on the face of the plat or map or in accompanying attachments. If the relative positional accuracy of the survey exceeds that allowable, the Surveyor shall explain the site conditions that resulted in that outcome with a note on the face of the map or plat.

### **Sample Certification**

When the Surveyor has met all of the minimum standard detail requirements for an ALTA/ACSM Land Title Survey, the following certification shall be made on the plat.

To the Transbay Joint Powers Authority, (name of lender, if known), (name of title insurance company, if known), (name of others as instructed by the TJPA):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items \_\_\_\_\_ of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of California, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Date: \_\_\_\_\_ (signed) \_\_\_\_\_ (seal)  
Registration  
No. \_\_\_\_\_

NOTE: If, as otherwise allowed in the Accuracy Standards, the Relative Positional Accuracy exceeds that which is specified therein, the following certification shall be made on the plat.

To the Transbay Joint Powers Authority, (name of lender, if known), (name of title insurance company, if known), (name of others as instructed by the TJPA):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items \_\_\_\_\_ of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of California, the maximum Relative Positional Accuracy is \_\_\_\_\_ feet.

Date: \_\_\_\_\_ (signed) \_\_\_\_\_ (seal)  
Registration  
No. \_\_\_\_\_

### **A.1.2 Tentative and Final Subdivision Mapping Services**

DPW shall prepare tentative and final subdivision maps.

The subdivision maps shall be in accordance with the California State Subdivision Map Act and the San Francisco Subdivision Code. In the event of conflict between these requirements, the most stringent requirement shall prevail.

All DPW-BSM fees are to be included in the pricing of each subdivision map.

### **A.1.3 Monumentation Services**

As required by the Professional Land Surveyors' Act and the Subdivision Map Act, DPW will retain or replace controlling monuments in their original positions to delineate property, rights-of-way, and easement lines within the Program area.

DPW will set monuments within the Program area.

If construction dislodges monuments, DPW will provide standards by which the responsible contractor will locate and restore them to their proper locations.

### **A.2 Sewer Study, Design Analysis and Construction Support Services**

TJPA has retained Metcalf and Eddy/AECOM to design the relocation of utilities, including sanitary and storm sewer infrastructure, in and around the Program area. The DPW-BOE-Hydraulics Section specializes in planning and design of the City's wastewater collection system, preparing flood analyses, and conducting drainage and hydraulic studies.

The DPW-BOE-Hydraulics Section will provide the TJPA technical analysis in the review of alternative sanitary and storm sewer relocation strategies and final sewer design.

Technical analysis of the sanitary and storm sewer relocation strategies and design will include, but not be limited to:

- a) Review topographic survey of public streets and sidewalks, including rim elevations of sewer manholes and catch basins.
- b) Review hydraulic models for appropriate sewer sizing based on estimated utility loading.
- c) Review sewer relocation design criteria.
- d) Participate in pre-design workshops and analyze alternative sewer relocation strategies.
- e) Provide technical review of final design concept and engineering drawings.
- f) Provide design support services during construction.

### **A.3 Roadway Resurfacing Study, Design and Construction Support Services**

The TJPA has retained Jacobs/Carter and Burgess to design the Temporary Terminal. The streets surrounding the Temporary Terminal (Folsom, Howard, Main and Beale) will require resurfacing to accommodate the increased number of buses and vehicular traffic expected throughout the operation of the facility. The DPW-BOE-Streets and Highways Section is responsible for preparing plans and specifications for existing street renovation projects.

The DPW-BOE-Streets and Highways Section will provide final street resurfacing and curb ramp design for Folsom, Howard, Main and Beale streets. Roadway resurfacing and curb ramp design will include, but not be limited to:

- a) Provide initial studies and design for roadway reconstruction and roadway repaving, including curb ramp design.
- b) Submit contract drawings, specifications, and cost estimates.
- c) Provide American with Disabilities Act (ADA) review of roadway design.
- d) Provide design support services during construction.

#### **A.4 AWSS Study, Design and Construction Support Services**

Construction of the new Transit Center will require the relocation of key San Francisco Fire Department high-pressure auxiliary water supply system (AWSS) piping within Beale and Fremont streets, and within Harrison Street between Essex and Second Street. The DPW-BOE-Mechanical Section is responsible for the design and maintenance of the City's AWSS system.

DPW-BOE-Mechanical Section will provide final design documents for the relocation of the AWSS facilities affected by the Program.

AWSS design services will include, but not be limited to:

- a) Analysis of relocation impacts to:
  - Mission Street between Main Street and New Montgomery Street
  - Howard Street between Main Street and New Montgomery Street
  - Main Street, Beale Street between Mission and Folsom streets
  - Fremont Street between Mission and Folsom streets
  - First Street between Mission and Folsom streets
  - Second Street between Mission and Folsom streets
  - Harrison Street between Essex and Second streets
- b) Demolition plans for existing AWSS facilities within Beale and Fremont streets.
- c) Installation plans for temporary piping and new (permanent) AWSS facilities.

#### **A.5 General Services**

The TJPA's acquisition of real property for the Program will require general building and infrastructure maintenance and related services. DPW is responsible for providing such general services relating to the City's real property and infrastructure.

DPW will provide general building and infrastructure maintenance and protection services including, but not limited to:

- a) Securing unoccupied real property acquired by the TJPA
- b) Performing minor building and infrastructure maintenance
- c) Providing street maintenance services

## **A.6 Construction Coordination, Oversight, Inspection and Acceptance Services**

Relocation of City-owned utilities to facilitate construction of the Transit Center will require coordination, oversight, inspection and acceptance-related actions by DPW Bureau of Construction Management (BCM). In addition, other work in the public right of way to facilitate construction of the Transit center may require coordination, oversight, inspection and acceptance-related actions by DPW-BCM. Depending on the nature of the improvements, City acceptance of public improvements may also require approval by the San Francisco Board of Supervisors in addition to review and approval by DPW-BCM and other affected City agencies.

DPW-BCM will provide construction coordination, oversight, inspection and acceptance services as needed by the Program.

DPW-BCM services will include, but not be limited to the following as-needed services:

a) Resident Engineer Services:

- Provide records and reports (daily and weekly)
- Review and respond to contractor's Request for Information and submittals associated with City infrastructure to ensure conformance with City standards and specifications
- Participate in progress meetings, technical meetings and field meetings as needed
- Coordinate with City agencies regarding inspections and conduct final walk through with contractors
- Prepare and compile project punch list and completeness survey for final inspection and acceptance activities
- Review contract record documents and as-built drawings for acceptance
- Coordinate review of improvements by City agencies and oversee City approval process for acceptance of public improvements
- Prepare DPW order and legislation for acceptance of improvements, if necessary.

b) Construction Inspector Services:

- Prepare and maintain project documentation, including progress records on a daily basis
- Review plans, specifications and shop drawings for compliance with City requirements
- Inspect and observe all construction work and testing of new utilities by TJPA Contractors
- Verify field measurements and quantities against the contract plans and specifications
- Continuous inspections on concrete pours for City facilities
- Continuous inspections on AC paving work
- Continuous inspections on sewer and storm drain installation
- Continuous inspections for sub grade work, including backfill over City utility pipes and structures
- As needed inspection for energizing of City electrical equipment

- As needed inspection for City agencies
- Coordinate field meetings with other City agencies to resolve construction issues
- Ensure quality of workmanship, including investigation of complaints, accidents and unauthorized work to City facilities and monitor, report and inform City agencies of illegal construction and damage caused to City facilities

**Exhibit E-Revised**



**Exhibit E - Revised – Cost Breakdown for Services**

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**EXHIBIT E - REVISED**

**COST BREAKDOWN FOR SERVICES**

1. **Survey and Mapping Services**

TJPA will issue Task Orders and Notices to Proceed, identifying the specific survey and mapping services DPW is authorized to perform under this Agreement, as described in Exhibit A - Revised.

Survey and mapping services will not exceed \$110,000 (including all DPW-BSM fees for any tentative or final subdivision map prepared under this Agreement).

2. **Sewer Study, Design Analysis and Construction Support Services**

TJPA will issue Task Orders and Notices to Proceed, identifying the specific sewer study, design analysis and construction support services DPW is authorized to perform under this Agreement, as described in Exhibit A - Revised.

Sewer study, design analysis and construction support services will not exceed \$100,000.

3. **Roadway Resurfacing Study, Design and Construction Support Services**

TJPA will issue Task Orders and Notices to Proceed, identifying the specific roadway resurfacing study, design and construction support services DPW is authorized to perform under this Agreement, as described in Exhibit A - Revised.

Roadway resurfacing study, design and construction support services will not exceed \$187,000.

4. **AWSS Study, Design and Construction Support Services**

TJPA will issue Task Orders and Notices to Proceed, identifying the specific AWSS study, design and construction support services DPW is authorized to perform under this Agreement, as described in Exhibit A - Revised.

AWSS study, design and construction support services will not exceed \$222,500.

5. **General Services**

TJPA will issue Task Orders and Notices to Proceed, identifying the specific building and infrastructure maintenance services DPW is authorized to perform under this Agreement, as described in Exhibit A - Revised.

General building and infrastructure maintenance services will not exceed \$55,000.

6. **Construction Coordination, Oversight, Inspection and Acceptance Services**

TJPA will issue Task Orders and Notices to Proceed, identifying specific construction coordination, oversight, inspection and acceptance services DPW is authorized to perform under this agreement, as described in Exhibit A-Revised.

Construction coordination, oversight, inspection and acceptance services will not exceed \$500,000.

**Exhibit E - Revised – Cost Breakdown for Services**

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**Fiscal Year 2010-2011**

DPW Hourly Rates:

Class	Description	Rate
5207	Associate Engineer	\$131.82
5241	Engineer	\$152.56
5211	Senior Engineer	\$176.62
5362	Engineer Assistant	\$84.50
5364	Engineer Associate I	\$93.66
5366	Engineer Associate II	\$108.42
1426	Senior Clerk Typist	\$71.44
0941	Manager VI	\$196.97
1822	Administrative Analyst	\$91.83
5201	Junior Engineer	\$100.27
5203	Assistant Engineer	\$113.23
5216	Chief Surveyor	\$142.42
5310	Survey Assistant 1	\$84.95
5312	Survey Assistant 2	\$95.49
5314	Survey Associate	\$109.92
5380	Student Design Trainee I	\$59.07
9922	Public Service Aide	\$43.3

Note:

1. The hourly rates will be adjusted annually based on the City's contract obligations.