

### **Attachment 3: ICA Appendix B-9 – Annual Scope & Budget (ABS)**

#### **SAN FRANCISCO PUBLIC WORKS ANNUAL SCOPE & BUDGET (ASB)**

The (this “**Annual Scope & Budget**” or “**ASB**”) between the Transbay Joint Powers Authority (“**TJPA**”) and the San Francisco Public Works (a “**City Agency**” or “**PW**”), is attached to and made a part of the Interagency Cooperation Agreement between the Transbay Joint Powers Authority and the City and County of San Francisco Relating to the Downtown Rail Extension Project (the “**Agreement**”) relating to Phase 2 of the Transbay Program, the Downtown Rail Extension Project. The Project will connect Caltrain’s regional rail system and the California High-Speed Rail Authority’s statewide system to the Salesforce Transit Center in downtown San Francisco.

Definitions and rules of interpretation set forth in the main body of the Agreement apply to this ASB unless otherwise specified in this ASB. Unless specifically provided otherwise in this ASB, the terms of the body of the Agreement are incorporated herein. This ASB details PW’s expected City Tasks and budget for those tasks under the Agreement for Fiscal Year 2023-2024, the time period from July 1, 2023, to June 30, 2024 (the “**Current Fiscal Year**”).

The Project will be advanced over the course of several years, and TJPA and City expect the scope of City Tasks provided by City Agencies pursuant to the Agreement to change and adjust over time. Each City Agency that is a part of the Agreement is expected to enter into its own ASB pertaining to the City Tasks it will undertake and the budget for those City Tasks each Fiscal Year. TJPA and City intend for the Agreement and ASBs to provide a flexible mechanism that will accommodate the evolving City Tasks that will be undertaken by City for the Project as the Project advances. Therefore, the Agreement is structured to: (1) provide a consistent set of general terms to govern City Tasks, which terms are set forth in the body of the Agreement; (2) provide a mechanism for annual budgeting and agreement on scope of City Tasks undertaken by City Agencies each year; (3) provide a mechanism for reimbursement of Eligible Costs in connection with City Tasks; and (4) provide clarity and flexibility regarding the approval process for amendments to the Agreement, and for amendments and replacements of the ASBs.

The Agreement contemplates that this Appendix B-9 may be amended, additional City Agencies may approve the Agreement and add new ASBs, and each City Agency’s ASB will be replaced each Fiscal Year in the manner set forth in the body of the Agreement. TJPA and each City Agency will follow the budgetary process described in Section 8(d) of the Agreement to revise that City Agency’s ASB each Fiscal Year, unless otherwise specified in that City Agency’s ASB. TJPA will reimburse each City Agency for its Eligible Costs in accordance with Section 8 of the Agreement. TJPA’s obligation to pay Eligible Costs will not exceed the amounts agreed upon in the ASBs each Fiscal Year except as provided in Section 8 of the Agreement. Each City Agency may suspend or discontinue that City Agency’s ongoing City Tasks under its ASB and the Agreement if its budget is exceeded in accordance with Section 3(c) of the Agreement, and each City Agency may elect not to enter into an ASB for a particular Fiscal Year, such that its City Tasks pursuant to an ASB may expire. Each City Agency’s individual ASB incorporates the general terms of the body of the Agreement except as may be otherwise specifically provided in its ASB. Each City Agency’s annual ASB will not require the approval of City’s Board of Supervisors except as part of the approval of the City Agency’s annual budget process, or if such ASB constitutes a Material Change pursuant to Section 15 of the Agreement.

## 1. **Expected City Tasks (PW) Over Life of Project**

Below is a summary of the expected City Tasks for PW over the life of the Project. The particular City Tasks TJPA requests and PW agrees to undertake in a Fiscal Year, and the budget for TJPA to compensate PW for those tasks in that Fiscal Year, are described in Section 2 below.

### **a. Implementation of the Agreement**

### **b. Disabled Access Assessment**

PW-Disability Access Coordinator (PW-DAC) will review Project Improvements within the Public Right-of-Way and confirm accessibility requirements. The PW-DAC will review the Project Improvements and confirm any accessibility requirements to be included in the Project. In addition, the PW-DAC will review and approve any accessibility designs for the Project Improvements.

The mission of the Disability Access Coordinator Section (DAC) is to ensure that every program, service, benefit, activity, and facility operated or funded by or through the Public Works Department of the City and County of San Francisco is fully accessible to, and useable by, people with disabilities. The City Tasks will include providing this same review for the Project Improvements.

DAC Roles and Responsibilities for ADA Program Compliance: Title II of the Americans with Disabilities Act (ADA) requires that all public entities with 50 or more employees designate at least one employee to coordinate its efforts to comply with and carry out its obligations under Title II of the ADA. The Mayor's Office on Disability (MOD) is the City's overall ADA Coordinator, tasked with making sure that all City services, programs, and facilities for the public are accessible as required under the ADA and other federal, state, and local disability rights laws and accessibility codes. The City and County of San Francisco is unique in the fact that in addition each department has a designated ADA Coordinator who serves as the liaison to MOD to coordinate compliance efforts. As the designated ADA Coordinator for Public Works, the DAC works with MOD to meet the department's responsibilities under the City's ADA Grievance Procedure and ADA Implementation Plan including ensuring that the City's Public Right-Of-Way is compliant. The City Tasks will include providing this same review for the Project Improvements.

DAC Roles and Responsibilities for ADA Facilities Compliance: The DAC Section also acts as a resource to Public Works staff and offers technical assistance and training programs. DAC provides design review and inspection services for new construction and alteration projects that are designed and managed by Public Works Infrastructure Design and Construction Division. DAC assists the Bureau of Street Use and Mapping and the Infrastructure Task Force in the review of permit applications and development projects. The City Tasks will include providing this same review for the Project Improvements.

The PW-BOE-DAC will provide the TJPA review of Project Improvement design documents to ensure compliance.

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

TJPA has retained a consultant to design the relocation of utilities, including sanitary and storm sewer infrastructure, in and around the Project area. The PW-Bureau of Engineering (BOE) Hydraulics Section specializes in planning and design of the City's wastewater collection system, preparing flood analyses, and conducting drainage and hydraulic studies.

At the request and direction of SFPUC (as the owner of the sewers), the PW-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 may include, but not be limited to:

- Review topographic survey of public streets and sidewalks, including rim elevations of sewer manholes and catch basins.
- At the request and direction of SFPUC, PW will perform hydraulic analyses using existing Engineering Management Bureau (EMB) hydraulic models to minimize the temporary relocation work and to optimize the permanent combined sewer collection system to accommodate the Project. SFPUC will review and approve the final hydraulic analysis for the temporary and permanent combined sewer collection system relocations. Review hydraulic models for appropriate sewer sizing based on estimated utility loading.
- Assist with TJPA and its consultants to perform hydraulic analyses based on proposed realignment of Sixth Street Sewer
- Review sewer relocation design criteria.
- Participate in pre-design workshops and analyze alternative sewer relocation strategies.
- Provide technical review of final design concept and engineering drawings.
- Provide design support services during construction.

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

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

Construction of the Downtown Rail Extension will require the relocation of key San Francisco Fire Department high-pressure auxiliary water supply system (AWSS) piping at certain locations along the project alignment. The PW-BOE-Mechanical Section is responsible for the design and SFPUC is the owner and responsible for maintenance of the City's AWSS system.

At the request and direction of SFPUC, PW-BOE-Mechanical Section will provide design documents for the relocation of the AWSS facilities affected by the Program.

AWSS design services will also include:

- Analysis of relocation impacts to the surrounding area
- Demolition plans for existing AWSS facilities

- Installation plans for temporary piping and new (permanent) AWSS facilities.
- Development of plans, specifications, and cost estimates
- Provide design support services during construction.

**e. General Services**

PW will provide services related to:

- Survey and mapping
- Street landscape design and maintenance
- Street tree planting
- Street lighting (temporary during construction as well as permanent future condition)

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

Relocation of City-owned utilities to facilitate construction of the Project will require coordination, oversight, inspection, and acceptance by PW Bureau of Construction Management (BCM). In addition, other work in the public right of way to facilitate construction of the Project may require the coordination, oversight, inspection, and acceptance by PW-BCM.

PW-BCM will provide construction coordination, oversight, inspection, and acceptance services as needed by the Project. PW-BCM services will include, but not be limited to the following as-needed services:

- Perform constructability review at 65%, 95%, and 100%
- Construction Inspector Services:
  - Prepare and maintain project documentation, including progress records on a daily basis
  - Review plans, specifications, and shop drawings for compliance
  - Inspect all construction work for City facilities and observe all testing
  - 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
  - Ensuring 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
  - Ensure the Contractor maintains job site safety and enforce compliance as required, including traffic control requirements

## **List of Anticipated Utility Relocations – for Reference Only, List Is Not Exhaustive**

1. PG&E electric - Joint Trenches: approximately 2,000 ft between 4th and 7th St
2. Telecom Joint Trench: Townsend St. between 3rd nearly to 7th St, also included ~ 50 new manholes.
3. Relocation of Sixth St Sewer: Starting at Sixth and Townsend rerouted to west end of railyard (along Seventh St)
4. Slip lining 4th Street Sewer: under Central Subway Tracks crossing Townsend St
5. Relocate 8" water main on Townsend between 4th and 6th St.
6. Install temporary 8" water main on Townsend to serve existing customers
7. Relocate 12" Combined sewer line: 700 ft on Townsend between 4th and 5th St.
8. Relocate 18" combined sewer line: 1,000 ft on Townsend between 5th and 7th St
9. Relocate High-Pressure and Low-Pressure water and hydrant relocations: Throat Structure and Cut-and-Cover on Townsend
10. Replace 24" cast iron pipe on Howard
11. Relocate 3" gas line: 700ft between 5th and 6th St.

## **2. City Tasks and Budget (PW) FY 23-24**

The City Tasks TJPA requests and PW agrees to undertake in the Current Fiscal Year, and the budget for TJPA to compensate PW for those City Tasks, are described in this Section 2.

### **a. City Tasks (PW) FY 23-24**

The City Tasks TJPA requests and PW agrees to undertake in the Current Fiscal Year are as follows:

1. Implement the Agreement.
2. Attend monthly Technical Advisory Committee meetings.
2. Attend biweekly or semi-monthly utilities design review calls, as well as discipline-specific focused meetings related to AWSS, 6th Street Sewer relocation, joint trench, and related.
3. Attend design submittal review and comment resolution meetings for:
  - Utilities 90% Plans, Specifications and Estimate (July 2023) – including Traffic Management Plan
  - Utilities 100% Plans, Specifications and Estimate (Fall 2023)
  - Utilities Issue for Bid Plans, Specifications and Estimate (Winter 2023/24)
  - Building Demolition 30% Plans (Fall 2023) – this is for seven buildings along the alignment
  - Building Demolition 60% Plans (Winter 2023/24)
  - Building Demolition 90% Plans (Spring 2024)
  - 4th & King Caltrain Yard Site Work Traffic Management Plan (Winter 2023/24)
4. Provide review and comment on design submittals.

**b. Budget (PW) FY 23-24**

PW time and expenses to be reimbursed under the Agreement in the Current Fiscal Year will not exceed One Hundred Fifty Thousand Dollars (\$150,000) (the “**Maximum Amount**”).

PW expenses in the Current Fiscal Year are expected to be incurred in roughly equal amounts per quarter, but the actual burn rate per quarter may vary. PW is not expected to retain any consultant or out of pocket expenses in the Current Fiscal Year.

To the extent a position title rate is not known at the time the Current Fiscal Year budget is finalized, PW will provide a schedule of PW staff billing rates by position title with its first submission of quarterly billing to TJPA. All rates are subject to change, but any such changes must be consistent with what PW charges other City departments. The Maximum Amount will include charges to PW by the City Attorney in support of PW’s City Tasks, and such City Attorney charges will be deducted from the Maximum Amount to compensate the City Attorney unless otherwise agreed.

**3. Primary Points of Contact**

The PW representatives responsible for managing the City Tasks and budget are:

Edmund Lee  
SFPW-IDC-BPM: Project Manager III  
Phone: 628-271-2567  
[Edmund.Lee@sfdpw.org](mailto:Edmund.Lee@sfdpw.org)

Lesley Wong  
SFPW-IDC-BOE: Hydraulic Section Manager  
Phone: 628-271-2571  
[Lesley.Wong@sfdpw.org](mailto:Lesley.Wong@sfdpw.org)

The TJPA representative responsible for managing the City Tasks and budget is:

Anna Harvey  
Deputy Project Director – Engineering  
Cell: 415-672-2852  
[aharvey@tjpa.org](mailto:aharvey@tjpa.org)

PW and TJPA may change their representatives in connection with this ASB by providing written notice to TJPA with a copy to the Director of Public Works.

**4. PW-specific provisions that are specific deviations from the main body of the Agreement**

None.

The process and requirements detailed in Section 1 of this ASB are in addition to, and not in replacement of, the terms and conditions set forth in the main body of the Agreement.

This ASB is made and entered into as of the date of full execution as set forth below.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the DEPARTMENT OF PUBLIC WORKS

TRANSBAY JOINT POWERS, a joint exercise of powers authority

By: \_\_\_\_\_  
Carla Short  
Interim Director of Public Works

By: \_\_\_\_\_  
Adam Van de Water  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Transbay Joint Powers Authority  
Board of Directors  
Resolution No. \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Secretary, TJPA Board

APPROVED AS TO FORM FOR CITY:

APPROVED AS TO FORM FOR TJPA:

DAVID CHIU, City Attorney

By: \_\_\_\_\_  
Christopher Tom  
Deputy City Attorney

By: \_\_\_\_\_  
Deborah Miller  
Legal Counsel