

AGENDA ITEM 10
Treasure Island Development Authority
City and County of San Francisco
Meeting of October 8, 2025

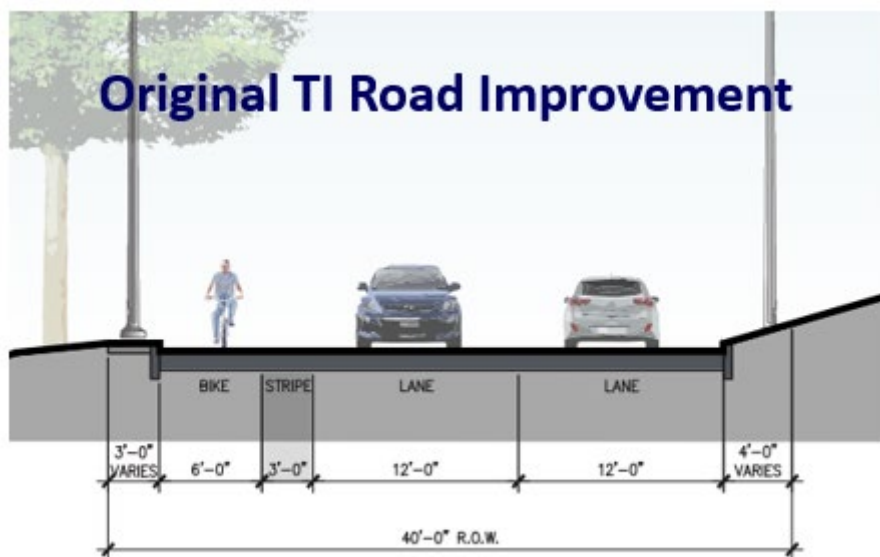
Subject: Resolution Authorizing the Treasure Island Director to Enter into a Memorandum of Agreement for Funding and Construction Services between the Treasure Island Development Authority and San Francisco County Transportation Authority relating to the Treasure Island Roadway Improvement Project (*Action Item*)

Contact: Wei Zhang, Infrastructure Manager

BACKGROUND

The Developer has entered into a Public Improvement Agreement for YBI (“YBI PIA”) with TIDA and the City and County of San Francisco (“City”) on March 29, 2018 (recorded as Document No. #2018K602991 of Official Records). Among other things, the YBI PIA stipulates certain horizontal improvement obligations to be performed and paid by the Developer on YBI including improvements on Treasure Island Road in accordance with the City approved YBI street improvement permit plans and specifications (“YBI Required Infrastructure”). Subsequently, two amendments to the YBI PIA were executed by the parties to accommodate necessary changes.

The second amendment to the YBI PIA, executed by the parties on June 16, 2023 (recorded as Document No. 2023046187 of Official Records) defers the improvements on Treasure Island Road until all construction work associated with the Westside Bridges Project (“WSB” or “Bridges”) and Hillcrest Roadway Improvement Project (“Hillcrest Project”) are completed and all associated equipment and materials have been removed or when the project limits are reasonably available for the Developer to perform the work.



San Francisco County Transportation Authority (“SFCTA”) has been working with Metropolitan Transportation Commission (“MTC”) and Bay Area Toll Authority (“BATA”), California Department of Transportation (“Caltrans”), Treasure Island Development Authority (“TIDA”), as well as local municipalities from the East Bay, for the Bay Skyway project.

Bay Skyway aims to extend both ends of the San Francisco-Oakland Bay Bridge East Span Path into a broader network that links Oakland and the greater East Bay with both Treasure Island and Yerba Buena Island and downtown San Francisco.

On Yerba Buena Island, the Bay Skyway project envisions a multi-use pathway for pedestrians and bicyclists (“MUP Project”) that connects the Bay Bridge East Span Path to the newly accepted City Streets on Treasure Island. The Map below illustrates the extent of the Bay Skyway project.



Bay Skyway Project

The MUP Project is divided into 4 segments: (1) Segment 1 is roughly bounded by the Bay Bridge multi-use path landing and the YBI Hillcrest Roadway Improvement Project; (2) Segment 2 is enveloped within the footprint of the Hillcrest Roadway Improvement Project; (3) Segment 3 is enveloped within the footprint of the Westside Bridges Project; and (4) Segment 4 is from the northern limit of the Westside Bridges Project to the intersection of Macalla Road and Treasure Island Road (the “MUP Segment 4”). The Map below illustrates the extent of the MUP Project with limits of each segment shown.



4 Segments of the MUP Project

SFCTA has completed a concept engineering study for the MUP Project and has obtained the necessary environmental clearance for the project under the California Environmental Quality Act (“CEQA”) and the National Environmental Policy Act (“NEPA”). SFCTA has also obtained funding for engineering and construction design for the MUP Project and is currently in the project design development process for MUP Segment 4. Segment 1, 2, and 3 will be incorporated, design and constructed by the Westside Bridges and Hillcrest Roadway Improvement Project.

The final environmental impact report (“FEIR”) for Treasure Island / Yerba Buena Island development project (“TI/YBI Program”), identified as planning case No. 2007.0930E was certified by San Francisco Planning Commission on April 21, 2011, through its motion No. 18325, was affirmed by San Francisco Board of Supervisors on June 7, 2011 through Resolution No. 110618.

As a required mitigation measure in the FEIR, M-TR-24 requires the TI/YBI Program to implement a transit only lane between First Street on Treasure Island and the transit and emergency vehicle only westbound Bay Bridge on ramp, once the certain traffic impacts to the MUNI 25 bus line are monitored and recorded. The mitigation measure requires the Treasure Island Transportation Management Agency (“TITMA”) to conduct monitoring upon the completion of 1000 dwelling units or upon installation of the metering light on the westbound on-ramp.

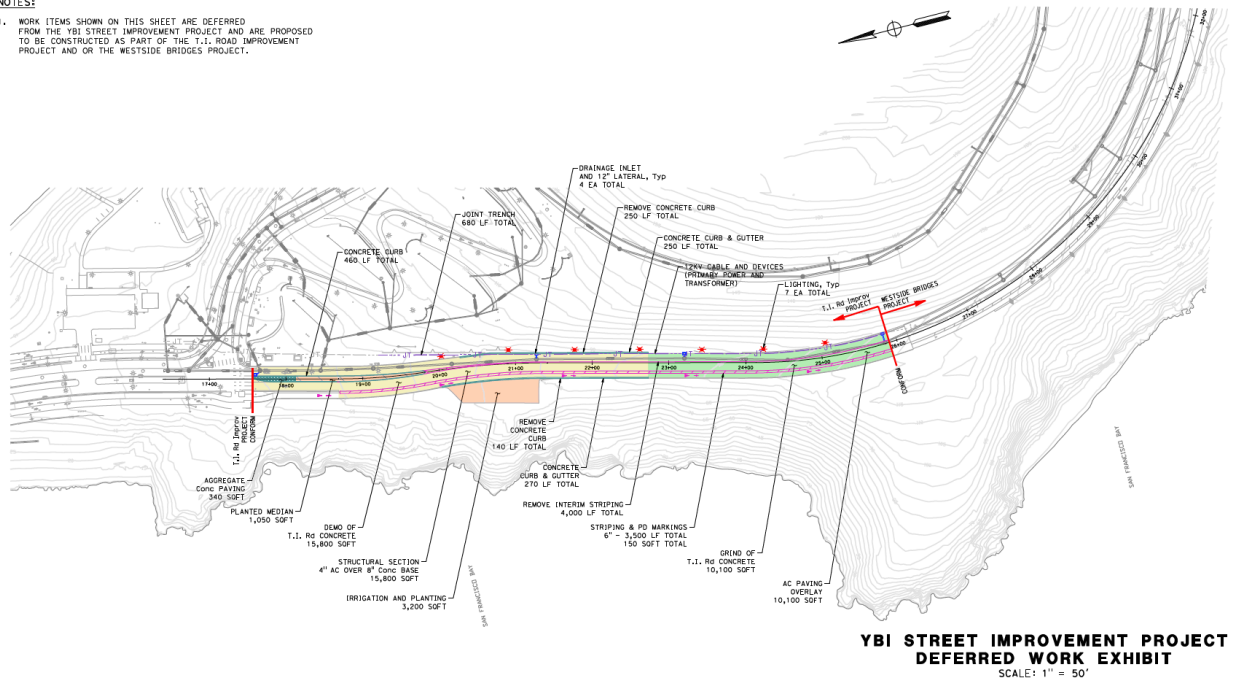
In consultation with SFCTA, TIDA requested and SFCTA agreed to incorporate the transit lane as part of its ongoing MUP Segment 4 design effort. This will require the installation of a retaining wall on the hillside and widen Treasure Island Road. The advancement of the transit only lane, which will be required at some point soon, will eliminate future impact to Treasure Island Road, a major corridor roadway for all vehicles coming in and going out of Yerba Buena Island and Treasure Island. The advancement of the transit lane with MUP Segment 4 will also take advantage that Treasure Island Road is currently closed to public traffic due to the ongoing construction of Westside Bridges Project and has the added benefit of reducing time and costs needed to construct the transit lane if it were to be implemented at a future date.

The current design of MUP Segment 4 overlaps, and by and large, supersedes the original design of the proposed improvements on Treasure Island Road. This original design and scope to construct the proposed improvements (“Entire Deferred Work”) was deferred until the significant completion of the Westside Bridges Project. Treasure Island Development Community, LLC (“TICD”, or “Master Developer”) is currently obligated to perform and pay for the Entire Deferred Work.

To streamline the various scopes of work on and around Treasure Island Road by multiple parties, SFCTA and TIDA have been in coordination with TICD to incorporate the applicable portions of the Entire Deferred Work on Treasure Island Road (“Deferred Work”) into MUP Segment 4 with appropriate reimbursement by TICD. Map #3 illustrates the extent of the Deferred Work on Treasure Island Road. Incorporation of the transit lane and the Deferred Work in MUP segment 4 will be called the “Treasure Island Road Improvement Project” or “TIRI”.

NOTES:

1. WORK ITEMS SHOWN ON THIS SHEET ARE DEFERRED FROM THE YBI STREET IMPROVEMENT PROJECT AND ARE PROPOSED TO BE CONSTRUCTED AS PART OF THE T.I. ROAD IMPROVEMENT PROJECT AND/OR THE WESTSIDE BRIDGES PROJECT.



Extent of the Deferred Work on TI Road

DISCUSSION

SFCTA submitted the 50% construction design plans for the TIRI project to City's Public Works for review and comments in August 2025. Based on the 50% construction design plans and current construction costs, SFCTA estimates the total construction costs of the TIRI project will be approximately \$38 Million. SFCTA has sought and obtained funding commitments from State, regional, and local funding sources, totaling \$27.2 Million. SFCTA intends to secure full funding and execute an agreement with TIDA and release a bid for this scope in March of 2026. SFCTA anticipates construction to start in June 2026 and to complete the project in November 2027. Table 1 and 2 below illustrate the TIRI project funding and construction phase budget.

Table 1 - TIRI Project Funding

Committed and Potential Fund Sources for Treasure Island Road Improvement Project		Cost & Funding Plan - 1Sept 2025
Construction Cost Estimate Sept 1, 2025		\$38,000,000
State Interregional Transportation Improvement Program, ITIP		\$4,944,000
SFCTA Prop L Local Transportation Sales Tax		\$1,000,000
Regional Measure 3 SR2SBT		\$16,250,000
SUBTOTAL Programmed/ to be Allocated		\$22,194,000
Local TIDA Funding, backed by IIG Funds through SF Office of the Mayor		\$7,500,000
Local Partnership Program-Formula (SF Share)		\$1,774,000
Local TIDA Funding, backed by Treasure Island Community Development - SFCTA takeover of TICD work		\$3,300,000
Savings from MTC Regional Housing Incentive Program funds (new) assigned to MUP, unused on Westside Bridges Seismic Retrofit project		\$2,267,000
SUBTOTAL Committed Options To Be Programmed/Allocated		\$14,841,000
Additional local funds from savings on adjacent projects		\$965,000
SUBTOTAL Options TBD To Be Programmed/Allocated		\$965,000
TOTAL Funding		\$38,000,000

Table 2 Construction Phase Budget

Appendix B
Construction Phase Budget

The budget for the TIRI Project Construction Phase is as follows:

Description of Work	Total Budget
1. Construction Capital	\$32,000,000
2. Construction Management and SFCTA Project Management Support	\$6,000,000
Total Construction Phase Budget	\$38,000,000

TIDA staff recommend in the draft agreement for TIDA to contribute to SFCTA \$7.5 Million in local TIDA funding, contingent on the City/TIDA receiving reallocated funding from the State of California Housing and Community Development (“HCD”) Infill Infrastructure Grant Round 10 award (“IIG Award”) via the Mayor’s Office of Housing and Community Development (“MOHCD”). TIDA’s funding obligation is conditional on the receipt of IIG Award Round 10 funds. A meet and confer process between TIDA and SFCTA is proposed should this funding source not materialize.

TIDA had previous success in obtaining \$30 Million awards from Round 9 of State of California Housing and Community Department Infill and Infrastructure Grant in 2022. Subsequently, TIDA and SFCTA entered an MOA for SFCTA to implement the Hillcrest Roadway Improvement Project on Yerba Buena with this 2022 IIG funding. Hillcrest Roadway Improvement Project is ongoing and expected to be finished in early 2026.

In addition to the IIG Award, TICD is currently obligated to perform the Deferred Works on Treasure Island Road. As mentioned above, the TIRI project design supersedes the original deferred street improvement design. The TIRI project also proposes to rectify several deficiencies of the original design. The deficiencies are related to streetlight locations, lack of Department of Technology (“DT”) conduits and finally lack of fully structural replacement of roadway on a significant portion of Treasure Island Road. These deficiencies are legacy items that TIDA and the City have tracked and planned to address with TICD once the deferred works are activated.

TICD has agreed to pay TIDA \$3 Million to reimburse SFCTA for incorporating the Deferred Work into the TIRI project (“TICD Reimbursement”) on the condition that TICD reimbursement cannot be paid until the 1st quarters of 2028. TICD had originally budgeted allocation of such amount at that time for the Deferred Work. An executed copy of TIDA and TICD letter agreement is attached to this staff report as Attachment B.

TIDA staff believe that the TIRI project brings various benefits to Yerba Buena Island and Treasure Island, including:

- Implementing a world class Multi-Use Pathway on Yerba Buena Island with access to view corridors of Bay Bridge and San Francisco downtown
- Completing a multimodal connection between East Bay and San Francisco and drawing additional visitors to the island from the wider Bay Area
- Fulfilling an EIR requirement on the project for implementing transit lane on TI Road
- Rectifying several deficiencies in the original deferred design to allow City to accept and own the proposed improvement

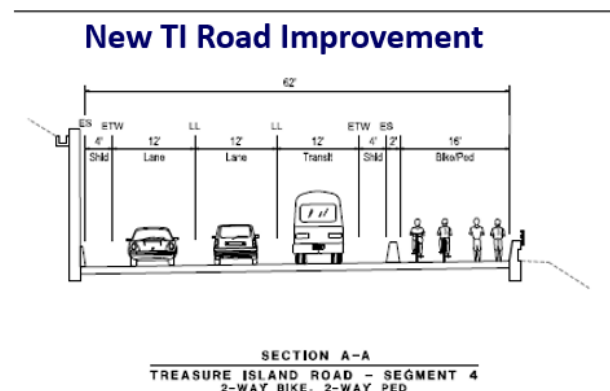
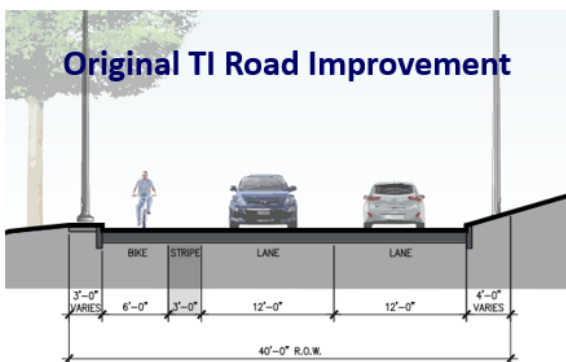


Exhibit A is the draft agreement between TIDA and SFCTA regarding each party's funding obligation to the TIRI project. Once full funding for the TIRI project is secured, the agreement obligates SFCTA to provide full suite of construction services and authorizes SFCTA to contract the construction of the project to a general contractor and construct the project.

BUDGET AND COST CONSIDERATION

TIDA's primary funding obligation under this proposed agreement is \$7.5M conditional on receipt of the Round 10 IIG Award.

MOHCD applied and obtained IIG award from HCD for a total of \$45 Million in 2023. Since the award, some of the housing components originally included in the application have been delayed. MOHCD has therefore agreed to reallocate approximately \$12 million of the \$45 million award to TIDA to fund shovel-ready infrastructure projects that directly support affordable housing delivery on Treasure Island. MOHCD staff plan to introduce a resolution to the San Francisco Board of Supervisor to authorize the reallocation in early October. The rest of the IIG Award reallocated to TIDA will be used to fund other key infrastructure projects on Treasure Island and Yerba Buena as well as address a financing gap for the IC4.3 affordable housing development. TIDA staff will provide a future staff report and informational presentation to TIDA Board on IIG Award specifically.

TIDA's second funding obligation, related to the Deferred Works, is payment passed through from TICD Reimbursement. TIDA and SFCTA MOA will reflect the \$3 Million reimbursement agreement from TICD.

TIDA's reserve contribution of \$300,000 is made to the contingency reserve of the TIRI Project, with the understanding that TIDA's reserve contribution will be withdrawn last when all other available funding has been exhausted. TIDA staff believes TIRI project construction contractor will require additional office and laydown space, like WSB and Hillcrest Project, and TIDA staff expect to make up this reserve contribution with those anticipated leasing revenue.

Majority of the improvements, utilities, roadways, multi-use paths, barriers, traffic signs and striping under the proposed TIRI project will be assets for the City to accept and own. TIDA staff is working with Public Works staff and SFCTA staff to ensure all City improvements are designed to City standards. TIDA staff are finalizing an ownership and maintenance matrix that will further clarify the specific City Department ownership and maintenance responsibility for each asset.

Like Westside Bridges Project and Hillcrest Roadway Improvement Project, TIDA is anticipated that it will own and maintain the hillside retaining wall. TIDA staff expect TIDA's general revenue to pay for expenses associated with maintenance of the hillside retaining wall.

RECOMMENDATION

TIDA staff recommends the Authority Board authorize the Treasure Island Director (“Director”) to execute the Memorandum of Agreement for Funding and Construction Services for the Yerba Buena Island Treasure Island Roadway Improvement Project, between the Treasure Island Development Authority and San Francisco County Transportation Authority, a draft of which is attached as Exhibit A.

EXHIBITS

- A. Draft of the Memorandum of Agreement for Funding and Construction Services for the Yerba Buena Island Treasure Island Roadway Improvement Project, between the Treasure Island Development Authority and San Francisco County Transportation Authority.
- B. TIDA and TICD letter agreement for the Deferred Work on Treasure Island Road dated 10/1/2025

THIS AGREEMENT is made and shall be effective on the first day of December 2025 by and between the San Francisco County Transportation Authority (“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”. This Agreement addresses the Treasure Island Road Improvement Project including a dedicated Transit Only Lane, TI Road Deferred Work and the MUP Segment 4, collectively identified as the “Treasure Island Road Improvement Project or “TIRI”, herein.

RECITALS

- A. The Transportation Authority has been designated as the Congestion Management Agency (“CMA”) for the City and County of San Francisco under State law. In this capacity the Transportation Authority has a wide range of responsibilities and 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 is the local authority for purposes of the redevelopment and conversion of former Naval Station Treasure Island (“NSTI”), including portions of Yerba Buena Island (“YBI”; together with NSTI, “Treasure Island”).
- C. The Transportation Authority has been working closely with the Bay Area Toll Authority (“BATA”) and the Metropolitan Transportation Commission (“MTA”). BATA/MTC is responsible for financing and coordinating the Bay Area’s transportation system. The Multimodal Bay Skyway is a BATA/MTC project that aims to extend both ends of San Francisco-Oakland Bay Bridge East Span Path into a broader network that links Oakland and the greater East Bay with both Treasure Island/Yerba Buena Island and downtown San Francisco.
- D. On Yerba Buena Island, the Multimodal Bay Skyway envisions a multi-use path for pedestrians and bicyclists (“MUP Project”) that connects the Bay Bridge East Span Path to the newly accepted City streets on Treasure Island.
- E. The Transportation Authority has completed a concept engineering study phase for the MUP Project and has also obtained necessary environmental clearance for the MUP Project and Transit Lane under the California Environmental Quality Act (“CEQA”) and the National Environmental Policy Act (“NEPA”).

- F. The Transportation Authority has obtained funding for engineering design of the MUP Project and is currently in the project design development process.
- G. The Transportation Authority has divided the MUP Project into 4 separate segments. Segments 2, and 3 will be incorporated as part of the ongoing Westside Bridges Seismic Retrofit Project ("WSB") and Hillcrest Roadway Improvement Project. Segment 1 is currently being designed. Segment 4 of the MUP Project ("MUP Segment 4") will extend from the south side of Macalla Road intersection with Treasure Island Road, for approximately 1200 linear feet, to the improvement limits of the WSB.
- H. The final environmental impact report ("FEIR") for the Treasure Island / Yerba Buena Island development project requires a dedicated southbound transit lane on Treasure Island Road heading toward and connecting to the on-ramp to San Francisco ("TI Road Transit Only Lane"), once certain traffic conditions and traffic volume thresholds are met.
- I. TIDA is requesting the Transportation Authority incorporate into MUP Segment 4, the design and construction of the TI Road Transit Only Lane and the reconstruction of Treasure Island Road, including the TI Road Deferred Work defined below, with all improvements designated as the "Treasure Island Roadway Improvement Project, or "TIRI Project".
- J. TIDA intends to contribute to the Transportation Authority Seven Million Five Hundred Thousand Dollars (\$7,500,000) ("TIDA Conditional Funding"), contingent on the City/TIDA receiving funding from the CA HCD Affordable Housing Sustainable Communities, ("IIG Award"). The IIG Award, if successful, will allow TIDA to fully commit \$7,500,000 to the TIRI Project. If TIDA is unsuccessful in receiving the AHSC Award, TIDA will notify the Transportation Authority no later than November 30th, 2025. .
- K. The Master Developer ("TICD") is responsible for deliver certain horizontal improvements on Treasure Island Road, south of the intersection of Macalla Road and Treasure Island Road to the project limit of WSB ("TI Road Deferred Work"), among other improvement obligations, based on its public improvement agreement and development agreement with TIDA and the City.
- L. The Parties believe there are increased efficiencies and reduced impacts to the island residents and the public to include into TIRI project, the TI Road Deferred Work. TIDA agrees to commit Three Million Three Hundred Thousand Dollars (\$3,300,000) to the TIRI project to incorporate the TI Road Deferred Work. All Transportation Authority eligible costs for this project are eligible for this funding. Funding shall be made available for reimbursement to Transportation Authority on July 1st, 2027 ("Deferred Work Funding"). The Parties agree to meet and confer periodically for all construction contract changes per Section 4.b.
- M. The Transportation Authority has obtained the programming of Twenty-Six Million Two Hundred and Third Five Thousand Dollars (\$26,235,000) in funding for the construction of the TIRI Project through a combination of Federal, State, BATA, Local Partnership Program, and other local sources for the TIRI Project ("Main Funding Sources").
- N. The cost of the construction phase of the TIRI Project is estimated to be Thirty-Eight Million Dollars (\$38,000,000) and the Parties anticipate all this expense to be reimbursement by a combination of Federal, State, BATA, LPP Funding and other local funding, along with the Deferred Work Funding, and upon receipt of the IIG Award, the TIDA Conditional Funding.

- O. The Parties acknowledge that the TIRI project is wholly within the jurisdiction of the City and that TIRI Project requires the review, approval and permit from City's Public Works.
- P. The Parties acknowledge that TIDA intends to transfer the TIRI improvements and associated land rights to the City for acceptance. For the City to accept the TIRI improvement, the Parties have agreed that TIDA will enter into a memorandum of understanding ("City Oversight MOU"), on behalf of the TIRI project, with Public Works. The City Oversight MOU stipulates services Public Works provide, including but not limited to, review, permit, construction inspection, review mapping, issuing notice of completion and assist with City Acceptance, and others. A draft of the City Oversight MOU is attached as Appendix D to this Agreement. The parties acknowledge the TIRI project will fund the City oversight costs up to the amount as stipulated in the City Oversight MOU.
- Q. This Agreement sets forth certain rights and obligations of the Transportation Authority and TIDA with respect to the TIRI Project.

AGREEMENT

1. **Project Management Services and Design Services During Construction.** The Transportation Authority shall provide the project management services and design services for the TIRI Project during construction of the TIRI Project. The Project Management Services and Design Services, both during construction, are Transportation Authority Project Costs and are eligible under TIDA's Reimbursement Obligation pursuant to Section 5 of this Agreement. See Appendix A for Project Funding.
2. **Right of Way Access, Construction Manager, Project Management During Construction, Design Services During Construction, Construction Services**
 - a. **Right of Way Access.** TIDA grants the Transportation Authority the right to enter TIDA property, as more particularly described in Appendix C, to perform the below-referenced Construction Services for the Project in accordance with the terms and conditions of this Agreement.
 - b. **Construction Manager.** The Transportation Authority will issue a Request for Proposals for Construction Management Services and contract with a Construction Management Team. The Transportation Authority will complete the steps necessary to pursue construction of the project, issue an Invitation to Bid ("ITB") for construction work required for the Treasure Island Road Improvement Project, and enter into a construction contract ("Construction Contract") consistent with the California Public Contract Code the California Labor Code and applicable San Francisco laws. The Transportation Authority is willing to do so provided that TIDA agrees to reimburse the Transportation Authority for the TIRI Project up to the Deferred Work Funding, and upon **approval of the IIG Award**, the TIDA Conditional Funding, as more particularly set for in this Agreement. TIDA and SFCTA agree to work cooperatively to address any shortfall in funding that may occur during construction on the TIRI Project.

- c. **Project Management During Construction, Design Services During Construction.** The Transportation Authority may contract for Project Management During Construction. Project Management shall be a combination of Transportation Authority project management services and professional consultant project management services.

The Transportation Authority shall contract for professional design services during construction

The Transportation Authority shall contract for professional surveyor services for mapping the TIRI project so TIDA can offer the TIRI improvements and associated land rights to the City.

- d. **Construction Services.** The Transportation Authority shall provide Construction Services for the Project

- i. The Parties know and agree that in order to provide Construction Services, the Transportation Authority may need to enter into or has previously entered into agreements with the City and County of San Francisco and other agencies. These agreements may include but are not limited to utility relocation agreements; City and County of San Francisco Permit to Construct, coordination with San Francisco Public Works, and other similar agreements. The parties further acknowledge and agree that the Transportation Authority may enter into necessary agreements in order to carry out its obligation to construct the TIRI Project, and it is TIDA's and the Transportation Authority's intent that all costs and liabilities incurred and assumed by the Transportation Authority pursuant to such agreements shall be "Transportation Authority Project Costs" that are eligible under TIDA's Reimbursement Obligation, pursuant to Section 5 of this agreement.

- ii. The Transportation Authority shall contract for construction work with the contractor chosen in accordance with the ITB (the "Construction Contractor") to build the TIRI Project, which contract will include City requirements as spelled out in the DPW Permit to Construct as granted to the Transportation Authority. A preliminary Project Budget has been provided in Appendix A. When the final construction drawings are completed, the preliminary construction budget will be replaced with an estimated Construction Contractor Budget to use for the bid documents. Upon execution of the Construction Contract, the estimated Construction Contractor Budget shall be replaced with the successful bid price for the Construction Contract that will be executed by the Transportation Authority and the Construction Contractor. Collectively, all work by the Construction Contractor under the Construction Contract, including bid items, supplemental work, and agency furnished material, with the Transportation Authority, is the "Contractor Work".

- iii. The Transportation Authority shall obtain or shall cause the Construction Contractor to obtain as part of the Contractor Work all permits required by the City's Department of Public Works. All obligations undertaken, and work performed by the Transportation Authority to obtain such approvals or permits are

Transportation Authority Project Costs that are eligible under TIDA's Reimbursement Obligation pursuant to a section 5 of this Agreement. All City and County of San Francisco costs to issue a Permit to Construct, provide on-site construction inspection services, issue Notice of Completion to the Transportation Authority, and provide close-out and acceptance of the improved Treasure Island Road into the City's network of Public Works Assets in accordance with the City Oversight MOU and shall be eligible under TIDA's reimbursement Obligation pursuant to Section 5 of this Agreement.

- iv. At the time of Award of the Construction Contract, the Transportation Authority shall prepare and share a bid summary with TIDA, tabulating bid results. The Transportation Authority shall confirm that the recommended contractor has complied with requirements as described within the ITB. The Transportation Authority shall respond to any questions or comments from TIDA.
 - v. It is anticipated that TIDA will enter into a revised License Agreement with YBI Phase 3 Investors for an extension of usage of Forest Road as the Public Road Detour while the Treasure Island Road Improvement Project is under construction, and Treasure Island Road remains closed. SFCTA shall not issue the Invitation To Bidders until TIDA provides the License Agreement extension upon which the project is dependent.
 - e. **Eligible Transportation Authority Project Costs.** All obligations undertaken and work performed by the Transportation Authority, including Project Management Services, Design Services during Construction, the Construction Management Services contracts are Transportation Authority Project Costs that are eligible under the TIDA reimbursement obligation, pursuant to Section 5 of this Agreement
3. **Coordination.** The Transportation Authority and TIDA agree to the following with regard to the performance of the Construction Manager Services and Construction Services under this Agreement.
- a. TIDA's project management staff shall participate in the Construction Manager procurement process and shall work in conjunction with the Transportation Authority's project management staff as a member of the Project Team.
 - b. The Transportation Authority shall establish a timeframe and carry out necessary actions with TIDA, the San Francisco Department of Public Works, San Francisco Municipal Transportation Agency, the Public Utilities Commission, the Metropolitan Transportation Commission and the Bay Area Toll Authority, the California Transportation Commission, the Federal Highway Administration and other relevant agencies to enable the funding approvals and necessary permitting and/or agreements to complete the Treasure Island Road Improvement Project.
 - c. The Transportation Authority shall conduct all major communications with its Design Consultants, the Construction Manager, Caltrans, utility owners, United States Coast Guard, the Federal Highway Administration, the City of San Francisco Department of Public Works, the San Francisco Municipal Transportation Agency, the Public Utilities Commission, the

Construction Contractor, and other relevant agencies regarding deliverables, permit compliance or other performance of services.

- d. Design Consultants, Transportation Authority Project Management, Construction Manager and Construction Contractor shall submit task-based invoices directly to the Transportation Authority for payment for services rendered. Transportation Authority shall review all invoices and process payments. Transportation Authority shall submit a copy of the paid invoices and all necessary supporting documentation to TIDA within [30] days after payment. The Transportation Authority shall provide sufficient supporting documentation describing services rendered and detailed costs and expenses incurred by the Transportation Authority within [90] days following TIDA's request (collectively, the "Transportation Authority Project Costs").
- e. The Transportation Authority shall retain full and final discretion to resolve payment issues relating to the Construction Services, Construction Management Services and Construction Contractor work with the applicable contractor and consultants.
- f. The Transportation Authority shall notify TIDA of any proposed changes to the Project Budget. The Transportation Authority and TIDA shall work jointly in good faith to approve all proposed changes that cause the project budget to be exceeded; provided, however, the Parties understand that TIDA has no obligation to contribute to the TIRI Project more than the TIDA Committed Funding and upon approval of the IIG Award, the TIDA Conditional Funding.
- g. 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 within [90] days upon request.
- h. The Transportation Authority shall provide monthly project updates to TIDA. The Transportation Authority and TIDA agree to additional coordination meetings as needed, during the course of project construction.
- i. TIDA shall be responsible for any necessary communications with the State of California Department of Housing and Community Development as related to the IIG Award, The Transportation Authority shall cooperate regarding any necessary documentation requested by TIDA.
- j. TIDA shall be responsible for any necessary communications with Treasure Island Community Development ("TICD"), regarding TICD backed funding outlined in this Agreement. The Transportation Authority shall cooperate regarding any necessary documentation requested by TIDA.

4. Approvals

- a. The Transportation Authority and TIDA agreed to cooperate in preparing and reviewing in a timely manner all project documents, including agreements, permits, or any other materials relating to the project, to facilitate timely approval and completion of construction on the project.
- b. The Transportation Authority shall meet and confer with TIDA periodically for their awareness and consideration of all Contract Change Orders effectuating a modification to the project design and project costs. The Transportation Authority shall present a summary of all Contract

Change Orders as part of regular monthly reporting on the project. As part of the reporting, the Transportation Authority shall provide accounting and status of the project reserve/contingency and notify TIDA of its use of project contingency funding.

- c. The Transportation Authority shall notify TIDA in a timely manner should a contractor claim or notice of potential claim be submitted by any contractor if such claim exceeds the Project Budget by an amount greater than Two Hundred and Fifty Thousand Dollars (\$250,000). Transportation Authority shall consult with TIDA in analyzing any such large claim.

5. Project Funding

- a. The Transportation Authority and TIDA anticipate that the total cost, including Right of Way Access, Construction Manager, Project Management During Construction, Design Services During Construction, and Construction Services, as described in Section 2 of this Agreement, required to complete the TIRI Project ("Transportation Authority Construction Costs") will be covered by the Main Funding Sources, and Deferred Work Funding, and upon receipt of the IIG Award, the TIDA Conditional Funding, as shown in Appendix A, "**Project Funding**". If, at any point, the Main Funding Sources, Deferred Work Funding, and/or the TIDA Conditional Funding do not become available for any reason, and the funding from each such fund becomes lower than the amounts shown on Exhibit A, or if the Transportation Authority determines that the expected Transportation Authority Construction Costs will exceed the amount shown in **Appendix B, "Construction Phase Budget"**, the Transportation Authority and TIDA shall work together in an effort to identify other funding sources.

TIDA Reimbursement Obligation. TIDA shall reimburse the Transportation Authority for all Transportation Authority Costs up to the TIDA Reimbursement Obligation, comprised of the Deferred Work Funding amount as described in Recital L, established as Three Million Three Hundred Thousand Dollars (\$3,300,000) and upon approval of the IIG Award, the TIDA Conditional Funding amount as described in Recital J, established as Seven Million Five Hundred Thousand Dollars (\$7,500,000), for a total anticipated contribution of Ten Million Eight Hundred Thousand Dollars (\$10,800,000). Only upon successful approval of the IIG Award, TIDA's Reimbursement Obligation shall include the TIDA Conditional Funding amount. If TIDA is unsuccessful in receiving the IIG Award, it will notify the Transportation Authority no later than November 30th, 2025 and the TIDA Reimbursement Obligation will be reduced by Seven Million Five Hundred Thousand Dollars (\$7,500,000).

In no event shall the principal amount of TIDA's Reimbursement Obligation exceed a not to exceed amount of Ten Million Eight Hundred Thousand Dollars (\$10,800,000) upon approval of the IIG Award, or Three Million Three Hundred Thousand Dollars (\$3,300,000) if TIDA/City does not receive the IIG Award, without the approval of TIDA's Board of Directors and, if required under the City's Charter, the San Francisco Board of Supervisors.

The Deferred Work Funding, and TIDA Conditional Funding will be considered by the Parties as eligible for local matching funds to federal, state and regional sources of funds and committed to the TIRI Project.

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 TIDA to the Transportation Authority.

- b. TIDA and the Transportation Authority shall work jointly in good faith to seek any additional funds necessary to achieve a fully committed Project Budget. If either Party becomes aware that any anticipated regional toll, state or federal funding may not become available, including TIDA Conditional Funding, that Party shall meet and notify the other Party. TIDA and the Transportation Authority shall work together in good faith to determine the correct course of action, including down scoping the project or delay to certain project features.
- c. The Transportation Authority shall invoice TIDA for reimbursement within 60 days of the end of each quarter. TIDA shall reimburse Transportation Authority within 45 days from receipt of Transportation Authority invoice.
- d. The Parties are currently seeking the regional toll, state, and federal funds to complete the Project Budget. If regional toll, state or federal funds do not become available for some or all the Transportation Authority Project Costs, or if any regional toll, state or federal agency disallows a Transportation Authority reimbursement claim on some or all the Transportation Authority Project Cost anticipated in Appendix A, then all Transportation Authority Project Cost anticipated to be, but not paid by regional toll, state, or federal funds shall be included in the TIDA Reimbursement Obligation and TIDA shall pay those amounts to the Transportation Authority within 45 days of receipt of Transportation Authority invoice up to the Deferred Work Funding and upon approval of the IIG Award, the TIDA Conditional Funding.
- e. The Parties acknowledge that the Transportation Authority is advancing Prop L funds to pay for Transportation Authority Project Costs, with the intent that Prop L funds will be repaid by reimbursements from Local TIDA Funding, and LPP-F funds, regional toll funds, and other state and federal funds.

Interest shall accrue on the outstanding unreimbursed Transportation Authority Project Costs, compounded quarterly, at the City Treasurer's Pooled Investment Fund rate or the Transportation Authority's borrowing rate, whichever is applicable, beginning on the date when the Transportation Authority first submits an invoice for reimbursement of Transportation Authority Project Costs (i) to TIDA for reimbursement from TIDA Local Funding, or (ii) to Caltrans for reimbursement from LPP-F funds, or federal HIP funds, or ITIP funds, or (iii) to the Metropolitan Transportation Commission/ Bay Area Toll Authority for reimbursement of Regional Measure 3 toll funds, and continuing until the Transportation Authority has received full reimbursement from TIDA or other sources. Accrued and unpaid interest shall be deemed to be Transportation Authority Project Costs as accrued. If the Transportation Authority has not issued long-term debt after the effective date of this Agreement, the applicable interest rate will be the City Treasurer's Pooled Investment Fund rate, calculated quarterly.

If the Transportation Authority issues long-term debt after the effective date of this Agreement to help advance funds for the Project Cost, the applicable interest rate will be the “all-in TIC” of such debt issuance. *(The all-in TIC is defined as: The discount rate, assuming semiannual compounding and a 30/360-day calendar, which sets the net present value of all payments of principal and interest equal to the par amount of bonds plus accrued interest plus premium less original issue discount less insurance premium less costs of issuance less other up-front expenses discounted to the issue date.)* If the Transportation Authority issues such long-term debt and that increases the applicable interest rate under this Section, the Transportation Authority shall modify the rate to the appropriate interest rate under this Section and use that new rate going forward. The Transportation Authority shall provide written notice to TIDA of any change in the interest rate and the date on which the Transportation Authority applied the new rate. Notwithstanding the foregoing, in no event shall the interest rate the Transportation Authority applies exceed the maximum rate permitted under California Government Code Section 53531.

For Transportation Authority Project Costs advanced by the Transportation Authority that are not subject to interest payments above, the interest and fiscal charges (including but not limited to letter of credit fees, remarketing fees and rating agency fees) incurred by the Transportation Authority through its Revolving Credit Agreement (“Fiscal Fees”) shall be applied to the lower of (1) the average quarterly outstanding unreimbursed Transportation Authority Project Costs (including interest accrued pursuant to above) or (2) the total outstanding unreimbursed Transportation Authority Project Costs (including interest accrued pursuant to above), beginning on the date when the Transportation Authority first submits an invoice for reimbursement of Transportation Authority Project Costs (i) to TIDA for reimbursement from Local TIDA Funding or (ii) to Caltrans for reimbursement from LPP-F funds, HIP funds, or ITIP funds, or (iii) to MTC/BATA for reimbursement from toll funds, and continuing until the Transportation Authority has received full reimbursement under this Agreement from TIDA or other funding sources.

All Transportation Authority Project Costs, accrued interest and Fiscal Fees are referred to in this Agreement as the “Transportation Authority Project Costs.” TIDA shall reimburse the Transportation Authority for all Transportation Authority Project Costs agreed to be paid for by TIDA (the “TIDA Reimbursement Obligation”). **As of the effective date of this Agreement, the TIDA Reimbursement Obligation is limited not to exceed Ten Million Eight Hundred Thousand Dollars (\$10,800,000), contingent on the TIDA Conditional Funding amount. Notwithstanding anything to the contrary in this Agreement, the TIDA Reimbursement Obligation shall not include any costs incurred as a result of the Transportation Authority’s negligence or willful misconduct.**

6. **Term.** The term of this agreement shall be from December 1, 2025, to June 30, 2029. The Transportation Authority shall not expect reimbursement of eligible Transportation Authority Project costs beyond June 30, 2029. Time extension shall be by amendment to this Agreement and by mutual agreement between the parties.

7. Indemnification.

- a. TIDA shall indemnify, defend and hold harmless the Transportation Authority, its Board members, representatives, agents or employees from and against all claims, injuries, 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 claims, 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.
8. **Notices** Unless otherwise indicated elsewhere in this agreement, all written communication sent by the parties, may be by US mail or email and shall be addressed as follows:

To Transportation Authority

Ms. Lily Yu
1455 Market St, #22,
San Francisco, CA 94103

To TIDA

TIDA Chief Financial Officer
Suite 241
39 Treasure Island Road (Admin Building)
San Francisco, CA 94130

9. **Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument, executed and approved in the same manner as the agreement
10. **Right to Terminate.** Either party may terminate this Agreement, in whole or 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 through the termination date, within 45 days of such termination.
11. **Agreement made in California; venue.** The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this agreement shall be in San Francisco.
12. **Audit and Inspection of Records.** The Parties agree to maintain and make available to 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 (3) years after the Transportation Authority receives final payment from TIDA.

IN WITNESS WHEREOF The parties have executed this Agreement on the date set forth above:

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

TREASURE ISLAND DEVELOPMENT
AUTHORITY

Recommended by:

Recommended by:

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

Robert Beck
Treasure Island Director

Recommended by:

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

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

Grace Park, Deputy City Attorney

Approved by:

Tilly Chang
Executive Director
San Francisco County Transportation Authority

Attached: Appendix A, Project Budget
 Appendix B, Construction Phase Budget
 Appendix C, Terms of Access to TIDA Property

Appendix A
Project Funding

Committed and Potential Fund Sources for Treasure Island Road Improvement Project		Cost & Funding Plan - 1Sept 2025
Construction Cost Estimate Sept 1,2025		\$38,000,000
State Interregional Transportation Improvement Program, ITIP		\$4,944,000
SFCTA Prop L Local Transportation Sales Tax		\$1,000,000
Regional Measure 3 SR2SBT		\$16,250,000
SUBTOTAL Programmed/ to be Allocated		\$22,194,000
Local TIDA Funding, backed by IIG Funds through SF Office of the Mayor		\$7,500,000
Local Partnership Program-Formula (SF Share)		\$1,774,000
Local TIDA Funding, backed by Treasure Island Community Development - SFCTA takeover of TICD work		\$3,300,000
Savings from MTC Regional Housing Incentive Program funds (new) assigned to MUP, unused on Westside Bridges Seismic Retrofit project		\$2,267,000
SUBTOTAL Committed Options To Be Programmed/Allocated		\$14,841,000
Additional local funds from savings on adjacent projects		\$965,000
SUBTOTAL Options TBD To Be Programmed/Allocated		\$965,000
TOTAL Funding		\$38,000,000

Appendix B
Construction Phase Budget

The budget for the TIRI Project Construction Phase is as follows:

Description of Work	Total Budget
1. Construction Capital	\$32,000,000
2. Construction Management and SFCTA Project Management Support	\$6,000,000
Total Construction Phase Budget	\$38,000,000

Appendix C

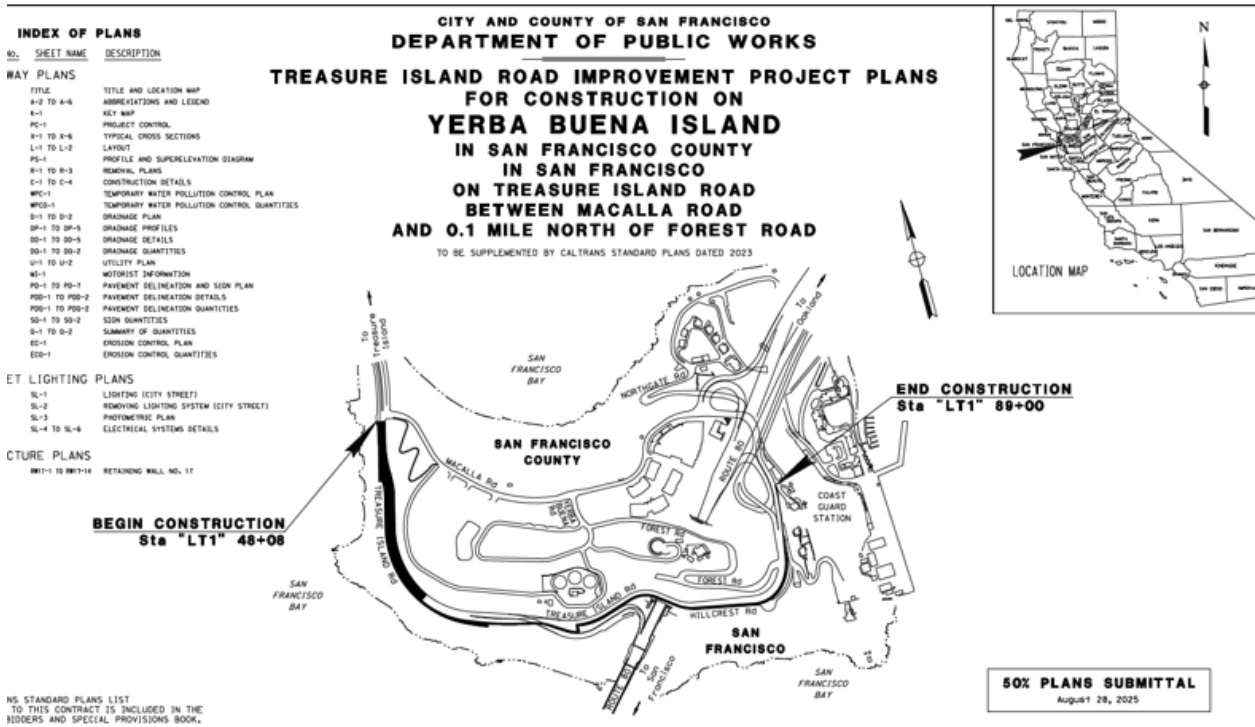
Terms of Access to TIDA Property

Pursuant to Section 2.a.of the Agreement, as added thereto pursuant to this Agreement, from after the effective date of this Agreement until the earlier of completion of the TIRI Project or termination or expiration of the Contract (as defined below) or the Agreement, as applicable, Transportation Authority is being provided with the right to enter certain TIDA property, as generally depicted in Exhibit A (“TIDA Property”), to perform the Construction Services for the Project. The purpose of this Exhibit A is to set forth the terms for such access. Transportation Authority acknowledges and agrees that all Access Right Holders’ (as defined below) rights with respect to access to and upon the TIDA Property are on and subject to the provisions of this Exhibit C.

1. Transportation Authority’s rights with respect to the TIDA Property will include without limitation, the right of the Transportation Authority, its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the Project and such agencies’ officers, agents, contractors, and employees (collectively the “Access Right Holders”), to enter upon the TIDA Property with personnel, vehicles and equipment for construction of the Project, and all other activities related thereto, to construct the Project, and do any and all other actions necessary and appropriate to the construction of the Project.
2. Transportation Authority acknowledges that the TIDA Property is being made available in its as-is condition. The construction contract (“Contract”) between Transportation Authority and the contractor selected to construct the Project (“Contractor”) incorporates by reference the 2023 California Department of Transportation Standard Specifications (the “Standard Specifications”) in its entirety. Section 21.07 of the Standard Specifications relates to the as-is condition of the job site. Accordingly, the Contractor’s bid submission is its acknowledgment that it has examined the job site and is satisfied with (i) the general and local conditions to be encountered (item 1), and (ii) the character, quality, and quantity of surface and subsurface materials or obstacles (item 4). The job site includes all the TIDA Property. Transportation Authority shall enforce such provision of the Contract.
3. The Contract will incorporate, in its entirety, the Standard Specifications, the California Department of Transportation 2023 Standard Plans (“Standard Plans”), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work to be paid at force account is performed.

Exhibit A

TIDA Property



CITY & COUNTY OF SAN FRANCISCO



ROBERT BECK
TREASURE ISLAND DIRECTOR

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW.SFTREASUREISLAND.ORG

September 30, 2025

Mr. Chris Meany
Treasure Island Series 1, LLC c/o Wilson Meany
Four Embarcadero Center, Suite 3330
San Francisco, CA 94111

Subject: Yerba Buena Island ("YBI") Treasure Island Road Deferred Work

We write to memorialize terms and conditions of the agreement regarding Treasure Island Road Deferred Work between Treasure Island Development Authority ("TIDA") and Treasure Island Series 1, LLC ("Developer", "Subdivider").

Background

The Developer has entered into a Public Improvement Agreement for YBI ("YBI PIA") with TIDA and the City and County of San Francisco ("City") on March 29, 2018 (recorded as Document No. #2018K602991 of Official Records). Among other things, the YBI PIA stipulates certain horizontal improvement obligations to be performed and paid by the Developer on YBI including improvements on Treasure Island Road in accordance with the City approved YBI street improvement permit plans and specifications ("YBI Required Infrastructure"). Subsequently, two amendments to the YBI PIA were executed by the parties to accommodate necessary changes.

The second amendment to the YBI PIA, executed by the parties on June 16, 2023 (recorded as Document No. 2023046187 of Official Records) defers the improvements on Treasure Island Road ("Entire Deferred Work") until all construction work associated with the Westside Bridges Project ("WSB" or "Bridges") and Hillcrest Roadway Improvement Project ("Hillcrest Project") are completed and all associated equipment and materials have been removed or when the project limits are reasonably available for the Developer to perform the work. Exhibit A-11 of the second amendment to the YBI PIA further depicts and illustrates the Entire Deferred Work.

The San Francisco County Transportation Authority ("SFCTA") is executing both Bridges and Hillcrest Project on TIDA and the City's behalf. SFCTA anticipates completing the Hillcrest Project in the first quarter of 2026 and Bridges in the last quarter of 2026.

TIDA and SFCTA have also been working on implementing Multi-Use Pathway project ("MUP") with our State, regional and local partners. The MUP project proposes a bike and

pedestrian pathway along Treasure Island Road and Hillcrest Road on YBI that connects to the Bay Bridge East Span Path on the south and intersection of Macalla Road and Treasure Island Road on the north. Portion of the MUP improvements that are within the project limits of Hillcrest and Bridges project have been designed and will be incorporated into each project's scopes.

TIDA and SFCTA have proposed to initiate a specific project ("Treasure Island Roadway Improvement Project", or "TIRI") for the northmost segment of MUP ("MUP Segment 4") overlaps with the portions of the Treasure Island Road deferred work ("Deferred Work"), as more particularly described in **Attachment A**. In addition to the MUP improvement, TIRI will widen the Treasure Island Road and construct a south bound bus transit only lane. Together with transit lane under the Bridges project, this will establish a transit only lane from approximately the intersection of Macalla and Treasure Island to the Bay Bridge west bound on ramp in the southbound direction. Implementation of this south bound transit only lane is a mitigation measure in Final Environmental Impact Report for the overall TI/YBI development.

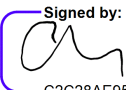
The TIRI project proposes to incorporate, finalize the design and construct the Deferred Work. 50% construction design drawings of TIRI project were submitted to the City for review in late August 2025. SFCTA anticipates starting the construction of TIRI project in or around June 2026 and completing the project substantially by the end of 2027.

Terms

1. **TIDA** agrees to cause or have caused SFCTA to implement the TIRI project, finalize the design and construct the Deferred Work. The Deferred Work will be designed to join the intersection of Treasure Island Road and MaCalla Road as currently designed.
2. **TIDA** agrees to work with SFCTA and City so that City will execute a third amendment to the YBI PIA to relieve and release the Developer of its improvement obligations and reduction of current Improvement Bonds, associated with the portion of the deferred improvement on Treasure Island Road.
3. **Developer** agrees to pay TIDA within 45 days of receiving invoice for payment in the amount of \$3.0 Million ("Three Million Dollars").
4. **TIDA** agrees that all design and construction costs for the Deferred Work are Qualified Project Costs as defined in the Amended and Restated Disposition and Development Agreement ("AR DDA") and are reimbursable expenses under the Community Facilities District ("CFD") and/or Infrastructure Revitalization District ("IRFD").
5. **TIDA** agrees to submit invoice of payment no earlier than December 10, 2027.. TIDA will bill the agreed upon amount directly to the Developer as a billable City Cost per Section 19.8 of the AR DDA.

6. **Developer** acknowledges that only the Deferred Work in **Attachment A** will be incorporated into the TIRI project. Developer is still obligated and responsible to deliver the balance of the Entire Deferred Work, including the improvement and signalization of the Macalla Road and Treasure Island Road Intersection, and improvement of final one-way configuration of Macalla Road, and any other deferred YBI Required Infrastructure.
7. **Developer** acknowledges that TIRI project design supersedes the original design of the Deferred Work and that SFCTA intends to finalize the design of TIRI in accordance with the ongoing City review and approval process.
8. **TIDA and the Developer** agree to meet and confer in the event of significant cost overruns for the Deferred Work.

Please indicate your concurrence with above terms by signing below.

Signed by:

C2C28AE95C2140E...
Christopher Meany
Vice President
Treasure Island Series 1, LLC

Sincerely,

DocuSigned by:

15A862EA3FCC428...
Robert Beck,
Treasure Island Director

Attachment

- A. Scope List of the Deferred Work to be Incorporated into TIRI

YERBA BUENA ISLAND
YBI STREET IMPROVEMENT PROJECT - DEFERRED WORK
BID ITEM SCOPE OF WORK SUMMARY TO BE PERFORMED BY SFCTA

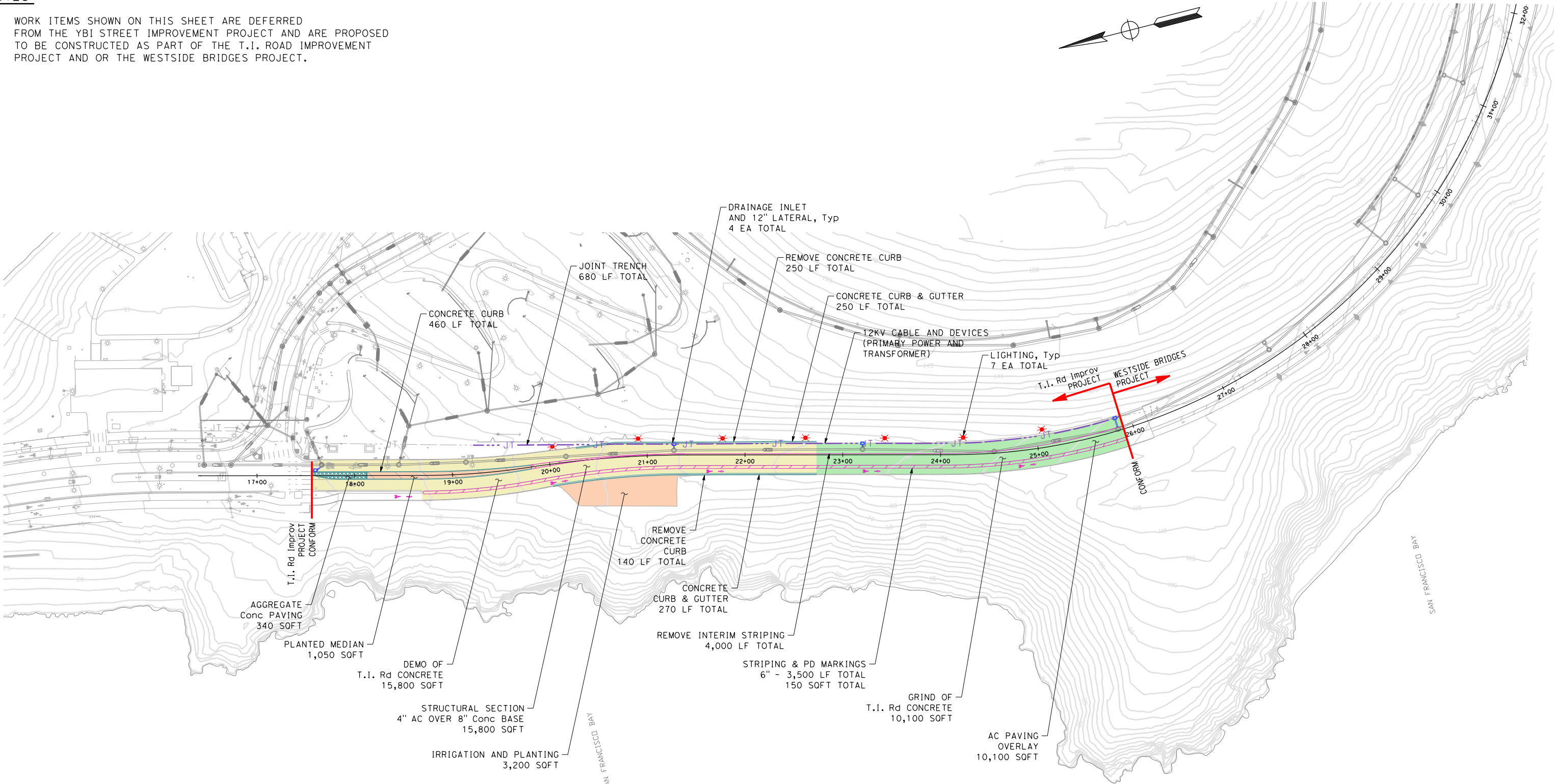
Notes:

- 1. Scope of work includes deferred work on Treasure Island Road from Sta 17+56 to Sta 25+90 only.
- 2. Macalla Road/Treasure Island Road Intersection work, including traffic signals, is not part of this scope of work.
- 3. Items and units shown on accompanying deferred work exhibit have been converted to public bid format.





Item No	Item Code	Final Pay	Item Description	Units	Total Quantity
1	070030		LEAD COMPLIANCE PLAN	LS	1
2	080050		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1
3	100100		DEVELOP WATER SUPPLY	LS	1
4	120090		CONSTRUCTION AREA SIGNS	LS	1
5	120100		TRAFFIC CONTROL SYSTEM	LS	1
6	130001		STORM WATER ANNUAL REPORT	EA	2
7	130100		JOB SITE MANAGEMENT	LS	1
8	130200		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1
9	130610		TEMPORARY CHECK DAM	LF	100
10	130620		TEMPORARY DRAINAGE INLET PROTECTION	EA	3
11	130710		TEMPORARY CONSTRUCTION ENTRANCE	EA	1
12	130730		STREET SWEEPING	LS	1
13	130900		TEMPORARY CONCRETE WASHOUT	LS	1
14	146002		CONTRACTOR-SUPPLIED BIOLOGIST	DAYS	10
15	190101		ROADWAY EXCAVATION	CY	585
16	204035		IRRIGATION & PLANTING	SQFT	4,250
17	280001		CONCRETE BASE (8")	CY	392
18	390132		HOT MIX ASPHALT (TYPE A) (4")	TON	396
19	390133		HOT MIX ASPHALT (TYPE A) (2" PAVING OVERLAY)	TON	130
20	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	1,122
21	510094	F	STRUCTURAL CONCRETE, DRAINAGE INLET	CY	5
22	641101		12" PLASTIC PIPE	LF	22
23	682000A		CITY CULVERT TRENCH	LF	22
24	700617		DRAINAGE INLET MARKER	EA	4
25	709522		INLET DEPRESSION	EA	4
26	730010		MINOR CONCRETE (8" CITY CURB & GUTTER) (LF)	LF	520
27	730011		MINOR CONCRETE (8" CITY CURB) (LF)	LF	460
28	731502		MINOR CONCRETE (AGGREGATE CONCRETE PAVING)	CY	6
29	731710		REMOVE CONCRETE CURB (LF)	LF	390
30	750001	F	MISCELLANEOUS IRON AND STEEL	LB	1,200
31	770080A		JOINT UTILITY TRENCH	LF	680
32	770090		LIGHTING (CITY STREET)	EA	7
33	770100A		STREETLIGHT SERVICE POINT (SECONDARY POWER)	LS	1
34	770200A		12KV CABLE AND DEVICES (PRIMARY POWER & TRANSFORMER)	LS	1
35	810230		PAVEMENT MARKER (RETROREFLECTIVE)	EA	32
36	846007		6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	3,500
37	846012		THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SQFT	150
38	846030		REMOVE INTERIM STRIPING	LF	4,000
39	872140A		REMOVE ELECTROLIER	EA	6
40	872141		REMOVING LIGHTING SYSTEMS (CITY)	LS	1
41	999990		MOBILIZATION (10%)	LS	1

NOTES:

1. WORK ITEMS SHOWN ON THIS SHEET ARE DEFERRED FROM THE YBI STREET IMPROVEMENT PROJECT AND ARE PROPOSED TO BE CONSTRUCTED AS PART OF THE T.I. ROAD IMPROVEMENT PROJECT AND OR THE WESTSIDE BRIDGES PROJECT.



YBI STREET IMPROVEMENT PROJECT
DEFERRED WORK EXHIBIT
SCALE: 1" = 50'

			DESIGNED BY:		REGISTERED CIVIL ENGINEER		PLANS SUBMITTAL DATE	 1111 BROADWAY, SUITE 300 OAKLAND, CA 94607 (510) 698-6300 (PHONE) (510) 444-2450 (FAX) www.wmhcorporation.com			USERNAME => sdwyer CADD FILENAME => YBI Street Improvement Project - TI Road Deferred Work Exhibit CONTRACT NO.		
			DRAWN BY:								SHEET NAME	SHEET NO.	TOTAL SHEETS
			CHECKED BY:								L -		
			APPROVED BY:		PLANS APPROVAL DATE		WMH CORPORATION SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				LAST REVISION	DATE PLOTTED => 4/21/2025	TIME PLOTTED => 11:32:12 AM
TABLE OF REVISIONS			PROJECT DESCRIPTION			RELATIVE BORDER SCALE IS IN INCHES			4-3-25				

1 [Treasure Island Roadway Improvement Project Funding and Construction
2 Memorandum of Agreement]

3 **Resolution Authorizing the Treasure Island Director to Enter into a Memorandum**
4 **of Agreement (“MOA”) for Funding and Construction Services, between the**
5 **Treasure Island Development Authority and San Francisco County Transportation**
6 **Authority relating to the Yerba Buena Island Treasure Island Roadway**
7 **Improvement Project.**

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

15 WHEREAS, TIDA and SFCTA (“Parties”) have been collaborating on strategies
16 to improve the segment of Treasure Island Road north of the limits of the Westside
17 Bridges Project and south of the intersection with Macalla Road – the Treasure Island
18 Roadway Improvement (“TIRI”) Project – and the Parties have been working mutually to
19 secure construction funding for the project; and

20 WHEREAS, SFCTA, in its capacity as the CMA, in conjunction with its state,
21 regional and local partners, including Treasure Island Development Authority (“TIDA”),
22 has been leading the engineering design of the Multi-Use Pathway Project on Yerba
23 Buena Island (“MUP”), where MUP is part of the regional Metropolitan Transportation
24 Commission (“MTC”) project to connect East Bay and Oakland residents via the San
25 Francisco Oakland Bay Bridge east span path to Treasure Island and Yerba Buena
Island and downtown San Francisco; and

1 WHEREAS, SFCTA has divided the MUP into four (4) segments; Segments 1, 2
2 and 3 are currently being incorporated into the ongoing Hillcrest Roadway Improvement
3 Project and Westside Bridges Project, and will be constructed as part of those
4 respective projects; and

5 WHEREAS, TIDA has requested SFCTA to incorporate a south bound transit
6 only lane to the MUP Segment 4 design, with the transit only lane starting from
7 intersection of Macalla Road and Treasure Island Road to project limit of the Westside
8 Bridges Project and connects to the proposed transit lane under construction within
9 Westside Bridges Project; and

10 WHEREAS, the Final Environmental Impact Report ("FEIR") for the overall
11 development of Yerba Buena Island and Treasure Island requires TIDA and Treasure
12 Island Mobility Management Agency ("TIMMA") to implement a south bound transit only
13 lane when certain traffic conditions and volumes are met; and

14 WHEREAS, SFCTA and TIDA believe the proposed south bound transit only
15 lane will address the FEIR requirement; and

16 WHEREAS, The Master Developer has deferred certain horizontal improvements
17 on Treasure Island Road ("TI Road Deferred Work") permitted under the Yerba Buena
18 Island Street Improvement Project until the substantial completion of Westside Bridges
19 project and Hillcrest Roadway Improvement project; and

20 WHEREAS, TI Road Deferred Work falls within the TIRI project footprint; and

21 WHEREAS, SFCTA is agreeable to perform the TI Road Deferred Work with
22 reimbursement from the Master Developer; and

23 WHEREAS, TIDA and SFCTA ("parties") agree to initiate a single project,
24 Treasure Island Roadway Improvement Project ("TIRI"), that includes MUP segment 4,
25 south bound transit only lane and TI Road Deferred Work; and Parties agree to work
mutually to secure construction funding for the TIRI project; and

1 WHEREAS, Mayor's Office of Housing and Community Development
2 ("MOHCD") has received a conditional award of \$45 Million from the California
3 Department of Housing and Community Development ("HCD") Infill Infrastructure Grant
4 ("IIG") Round 10 in 2023; and

5 WHEREAS, some of the housing components originally included in the MOHCD
6 application to IIG have been delayed; and MOHCD has been working with TIDA to
7 reallocate approximately \$12 Million to \$14 Million of the IIG award to TIDA to fund
8 shovel-ready infrastructure project that directly support affordable housing delivery on
9 Treasure Island; and

10 WHEREAS, TIRI Project is an IIG eligible infrastructure project;

11 WHEREAS, TIDA agrees to make a financial contribution to the TIRI project in
12 the amount, not to exceed, \$7.5 Million, on the condition that TIDA successfully receives
13 the IIG funding from MOHCD; and

14 WHEREAS, TIDA agrees to pass the TICD reimbursement payment of \$3.0
15 Million to the TIRI project for the TI Road Deferred Work; and

16 WHEREAS, TIDA agrees to contribute an additional \$300,000 to the TIRI project;
17 and

18 WHEREAS, SFCTA agrees to seek and obtain full construction funding for TIRI
19 project and implement the TIRI project and provide construction services that include
20 finalizing construction design of the TIRI Project, obtaining all necessary City and
21 County of San Francisco approvals and permits, and performing project management
22 and construction management service, and entering into a construction contract with a
23 general contractor to construct the TIRI project; and

24 RESOLVED, TIDA Board of Directors hereby authorizes the Treasure Island
25 Director to enter Funding and Construction Service Memorandum of Agreement with

1 SFCTA relating to the Yerba Buena Island Treasure Island Roadway Improvement
2 Project, in substantial form as the attached draft; and be it

3 FURTHER RESOLVED, That the Board of Directors hereby authorizes the
4 Treasure Island Director or his designee to enter into any additions, amendments or
5 other modifications to the MOA that the Treasure Island Director determines in
6 consultation with the City Attorney are in the best interests of TIDA, that do not
7 materially increase the obligations or liabilities of TIDA, that do not materially reduce the
8 rights of TIDA, and are necessary or advisable to complete the preparation and
9 approval of the MOA, such determination to be conclusively evidenced by the execution
10 and delivery by the Treasure Island Director or his designee of the documents and any
11 amendments thereto.

12
13
14
15 **CERTIFICATE OF SECRETARY**

16
17 **I hereby certify that I am the duly elected and acting Secretary of the Treasure**
18 **Island Development Authority, a California nonprofit public benefit corporation,**
19 **and that the above Resolution was duly adopted and approved by the Board of**
20 **Directors of the Authority at a properly noticed meeting on October 8, 2025.**

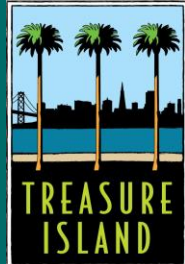
21
22
23 _____
24 **Jeanette Howard, Secretary**
25

Yerba Buena Island Projects updates

SFCTA Projects updates



San Francisco
County Transportation
Authority



Oct 8th, 2025

YBI Construction Projects

completed

Design phase

Construction

TOTAL to Date
\$340M

YBI MUP Segment 4:
Treasure Island Road
Improvements
(2026 - 2028)*

*Anticipated schedules subject
to funding availability

Macalla Rd improvement (TICD)	
Interim config	Opened 2023
Final config	2028

Forest Road Detour (TICD)
Opened 2023-2027

YBI WB Ramps
Opened October 2016

Bimla Rhinehart
Parking & Torpedo
Building (SFCTA)
(2025- 2026)

I-80 EB Off-Ramp/Southgate Road
Realignment (SFCTA)
Opened 2023

YBI Vista Point
Opened May 2017

YBI MUP Segment 1	
Interim config	2025-2026
Final config	Pending funds

West Side Bridges
Project (SFCTA)
(2023 - 2026)

Hillcrest Road
Improvement Project
(SFCTA)
(2024 - 2026)

YBI MUP Segment 3: West
Side Bridges Contract
Change Order
(2025-2026)

YBI MUP Segment 2:
Hillcrest Contract
Change Order
(2025-2026)



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YBI / TI Construction Projects

Summary and Background

- SFCTA was asked by Treasure Island Development Authority (TIDA) to deliver infrastructure projects supporting the future 8,000 residential units
- 3 Projects in Construction
- 3 Projects already completed with Awards
- 2 Projects in Design
- Funding sources: Federal, state, regional, and local
- Multiple stakeholders and partners: TIDA, Caltrans, SFPW, SFMTA, SFPUC, residents
- Project features
 - Seismic upgrades, expanded pedestrian and bicycle access, improved bus access and bus stop shelters, retaining walls, ferry terminal restrooms



West Side Bridges Seismic Retrofit Project

Overview

- 68% complete
- Construction Timeline (2023 - 2026)
- Cost: \$126 million
- Funding sources: Federal Highway Bridge Program, RAISE, Prop 1B, State Proposition 1B, LPP, Prop K, BATA, and TIDA
- Project features
 - Seismic upgrade, expanded bike access, improved bus access, retaining wall



Hillcrest Road Improvement Project

Overview

- 77% complete
- Construction Timeline (2024 - 2026)
- Cost: \$38 million
- Funding sources: Housing and Community Development Infill Infrastructure Grant program, LPP, Prop K, and TIDA
- Project features
 - Improved resilience and safety, new roadway, retaining walls, and accommodations for future Multi-Use Path



Project Aesthetics

Westside Bridges, Hillcrest, and MUP Segment 4

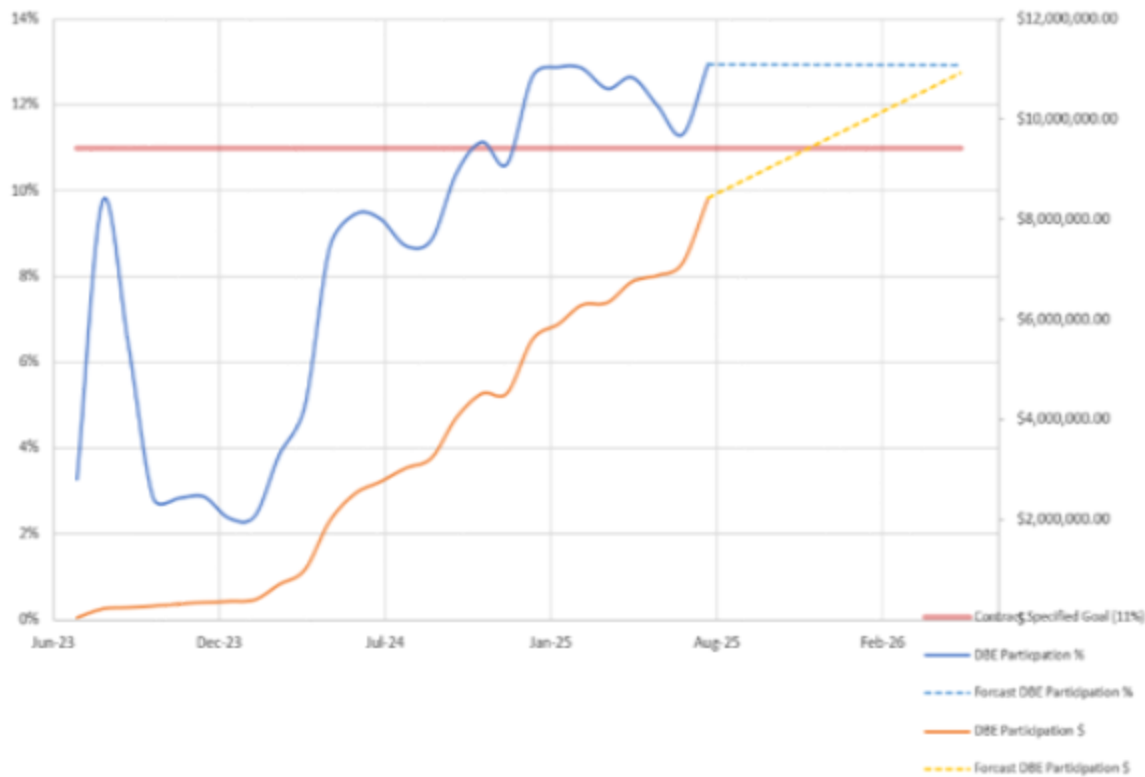
- Artwork designed by local artist Muzae Sesay
- Combination of hand-carved smoothed and sculpted shotcrete
- Staining pattern incorporates 11 different colors



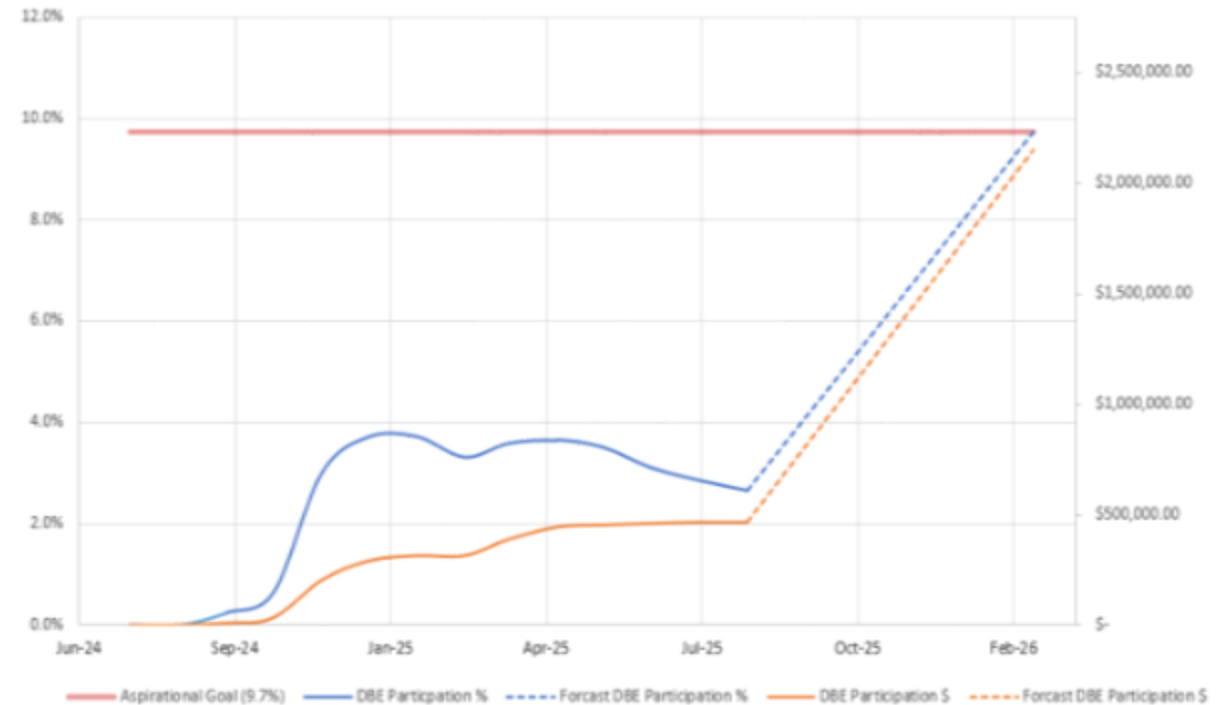
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Disadvantaged Business Enterprise Goals

Yerba Buena Island Westside Bridges
Construction Progress toward 11% DBE Participation Goal



Hillcrest Road Improvement Project
Construction Progress toward DBE/SBE/LBE/WBE Aspirational Goal



Bimla Rhinehart Parking and Torpedo Building

Overview

- 47% complete
- Construction Timeline (March 2025- Jan 2026)
- Cost: \$13.0 million
- Funding sources: BATA, and TIDA
- Project Features
 - Public Access to Pier E2
 - Public Restrooms
 - Historic Building Weatherproofing



TI Ferry Facility Enhancements Project

Overview

- Design 100% complete
- Construction Timeline(Jan 2026 - Summer 2026)
- Cost: \$4.0 million
- Funding sources: FHWA and Affordable Housing and Sustainable Communities Program
- Project Features
 - Public Restrooms
 - Bus Shelters



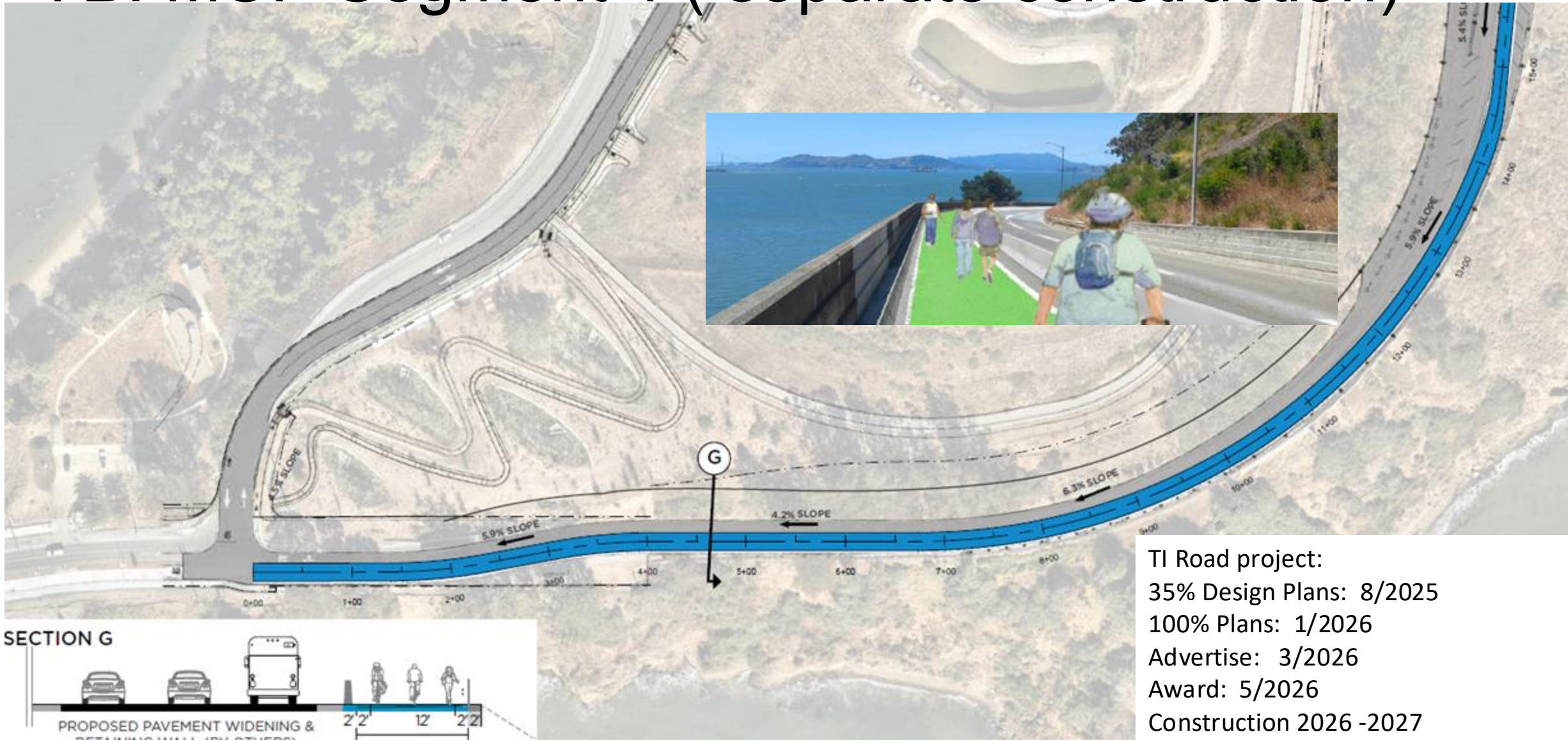
YBI Multi-Use Path Project-Treasure Island

Road Improvement Overview

- Final design phase
- Construction Timeline (2026 - 2027)
- Construction Cost: \$38 million
- Construction funding sources:
 - Partially funded
- Project features
 - Part of Multimodal Bay Skyway
 - 16' wide path



YBI MUP Segment 4 (separate construction)

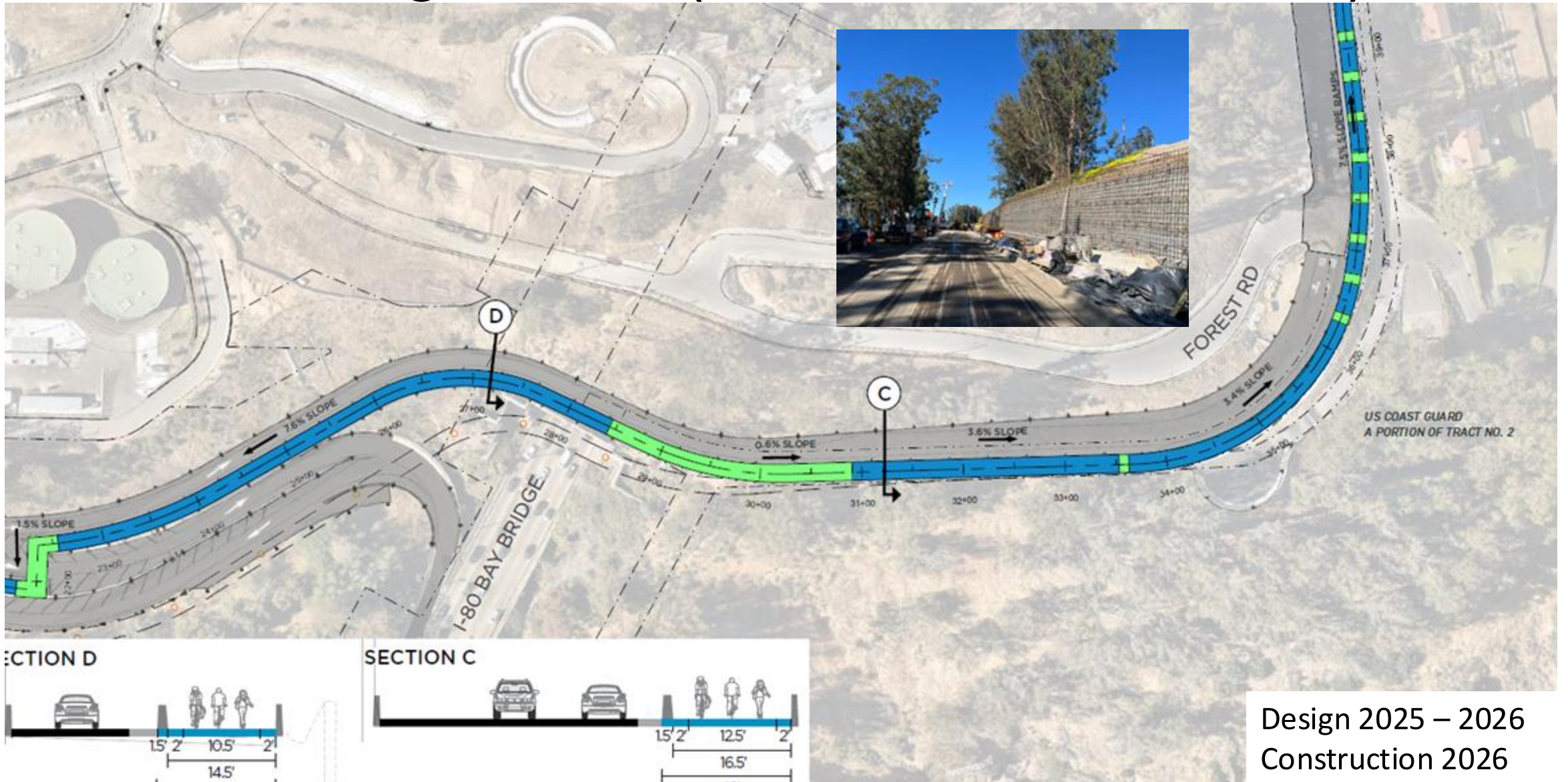


TI Road project:
35% Design Plans: 8/2025
100% Plans: 1/2026
Advertise: 3/2026
Award: 5/2026
Construction 2026 -2027

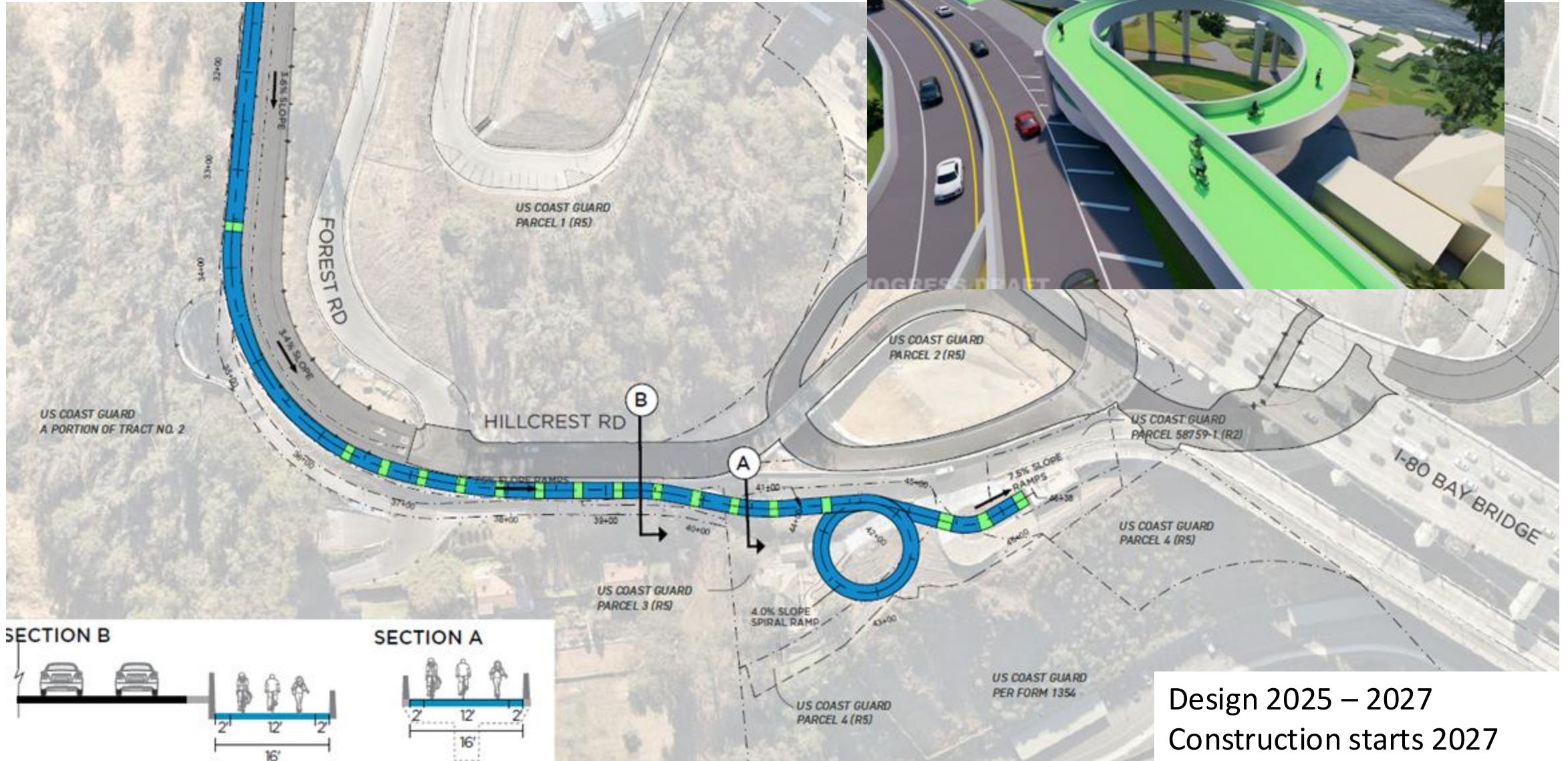
YBI MUP Segment 3 (WSB CCO)



YBI MUP Segment 2 (Hillcrest Road CCO)



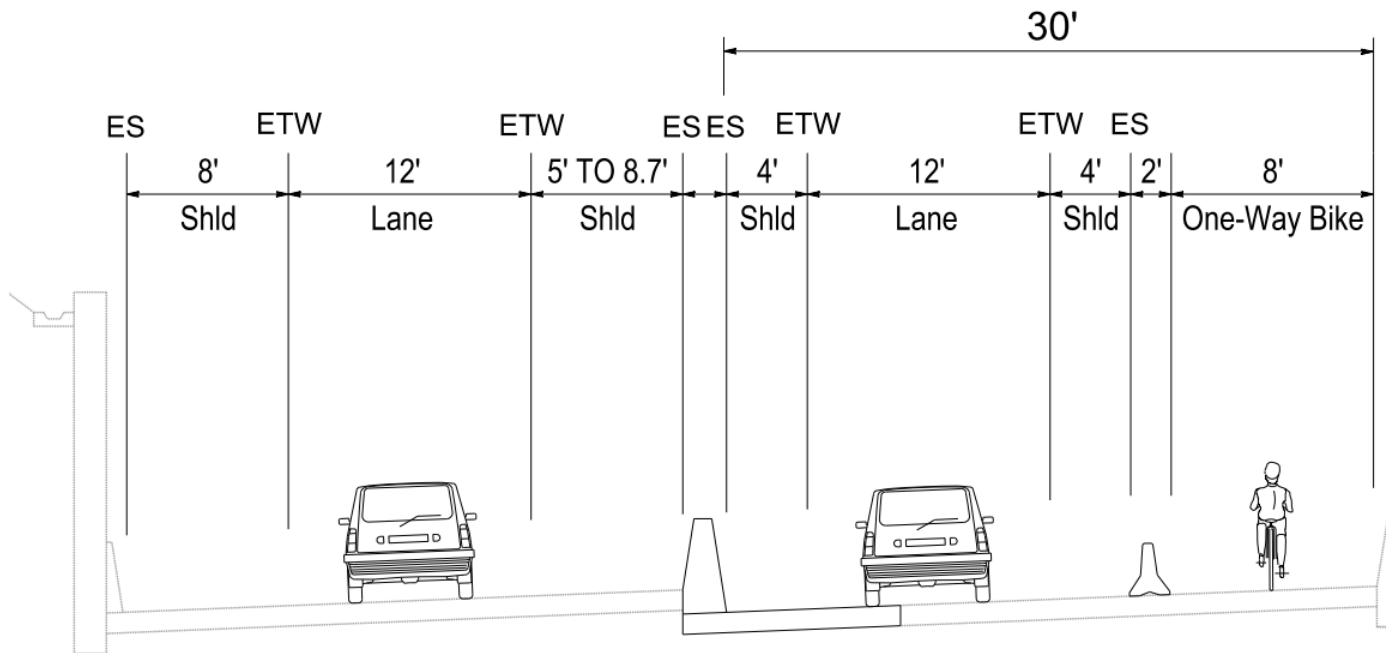
YBI MUP Segment 1 (Lack of construction funding)



Design 2025 – 2027
Construction starts 2027

YBI MUP Interim Segment 1 (Hillcrest Road Construction)

One way class 4 Bike path to Bay Bridge Easy span



I-80 East Side Ramps Project

Overview

- 100% complete
- Construction Timeline (2013– 2016)
- Cost: \$100.1 million
- Funding sources: Federal (\$80.4M), State (\$9.6M), and TIDA (\$10.1M)
- Project Recognition
 - 2018 Best Project, Highways/Bridges category, Engineering News-Record California
 - 2017 Interchange Project of the Year, California Transportation Foundation
 - 2017 Transportation Project of the Year (over \$50M), Construction Management Association of America, Northern California Chapter
 - 2017 Roadway & Highway Project of the Year, American Society of Civil Engineers (San Francisco Section)
 - 2017 Outstanding Construction Project of the Year, American Society of Civil Engineers (Region 9)



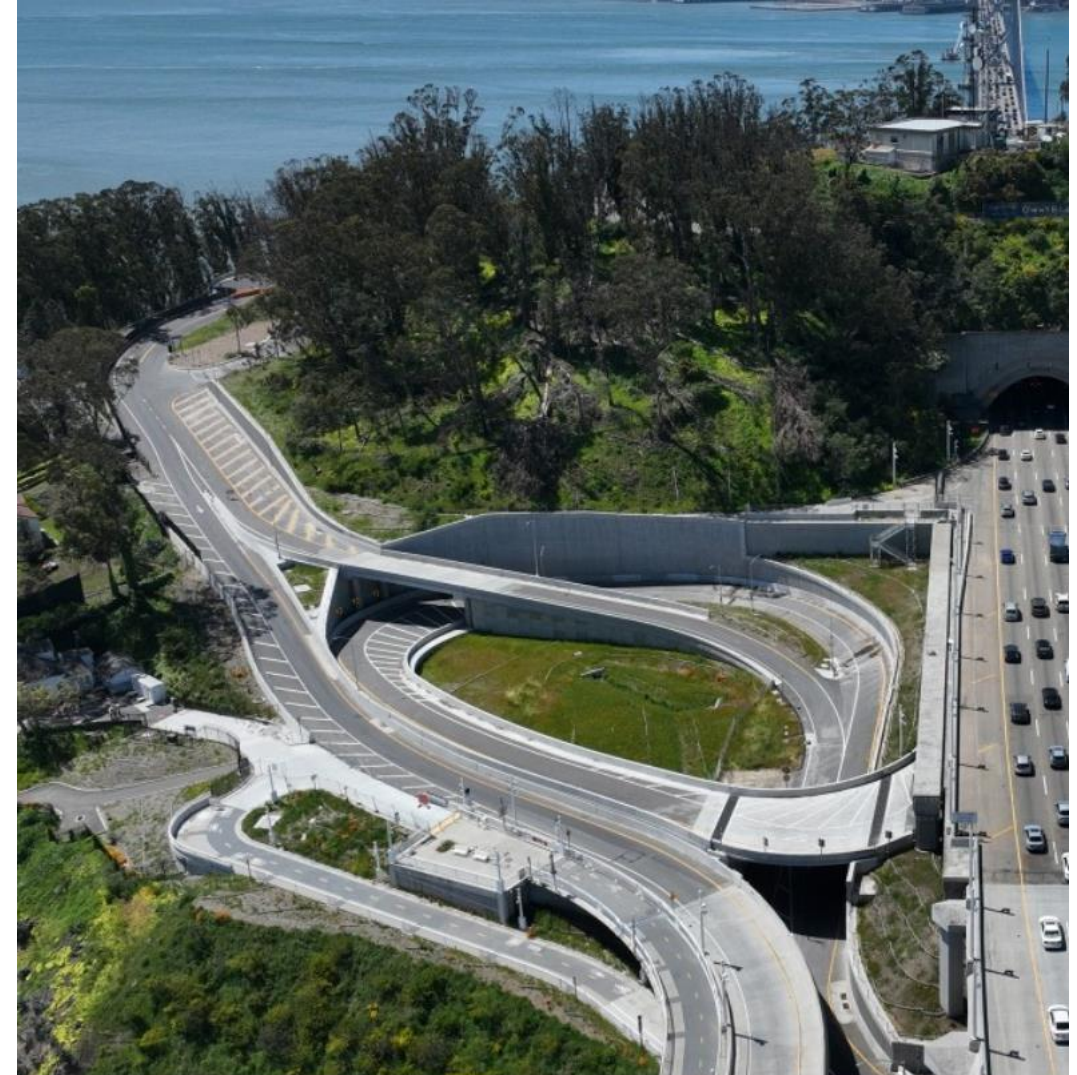
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Southgate Road Interchange Project

Overview

- 100% complete
- Construction Timeline (June 2020 – May 2023)
- Cost: \$51.6 million
- Funding sources: Federal Highway Bridge Program, State Proposition 1B, Affordable Housing and Sustainable Communities Program, BATA, and TIDA
- Project Recognition
 - 2024 California Transportation Foundation - Interchange Project of the Year Award
 - 2024 ACEC California Engineering Excellence Award
 - 2025 APWA Public Works Transportation Project Award
 - 2024 ACEC National Engineering Excellence Award



Vista Point on Yerba Buena Island

Overview

- 100% complete
- Opened May 2017
- Construction Cost: \$2 million
- Funding sources: BATA and Prop K
- Project features
 - Vista Point offers sweeping views of the East Span of the Bay Bridge
 - Restrooms, benches, a hydration station, and bike racks



Thank you.

sfcta.org/project-page

Carl Holmes

carl.holmes@sfcta.org



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Treasure Island Development Authority

Item **10**: Treasure Island Roadway Improvement Project MOA between TIDA and SFCTA

October 8, 2025



Agenda



Project Background and Overview

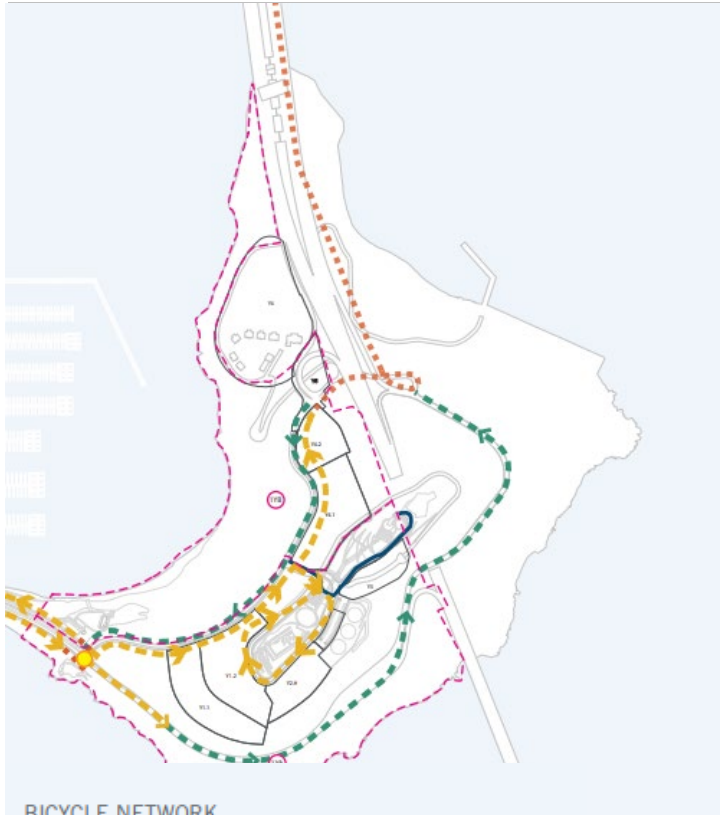


Project Goals and Timeline



MOA Terms and Conditions

Original TI Road Improvement Scope



BICYCLE NETWORK

CLASS 1

TWO-WAY
CYCLE TRACK

ONE-WAY
CYCLE TRACK

MIXED (BIKE / PED)

BIKE DISMOUNT / WALK ZONE

CLASS 2

TWO-WAY
ONE-WAY



PEDESTRIAN NETWORK

Primary Pedestrian Route

Secondary Pedestrian Route

Bay Trail

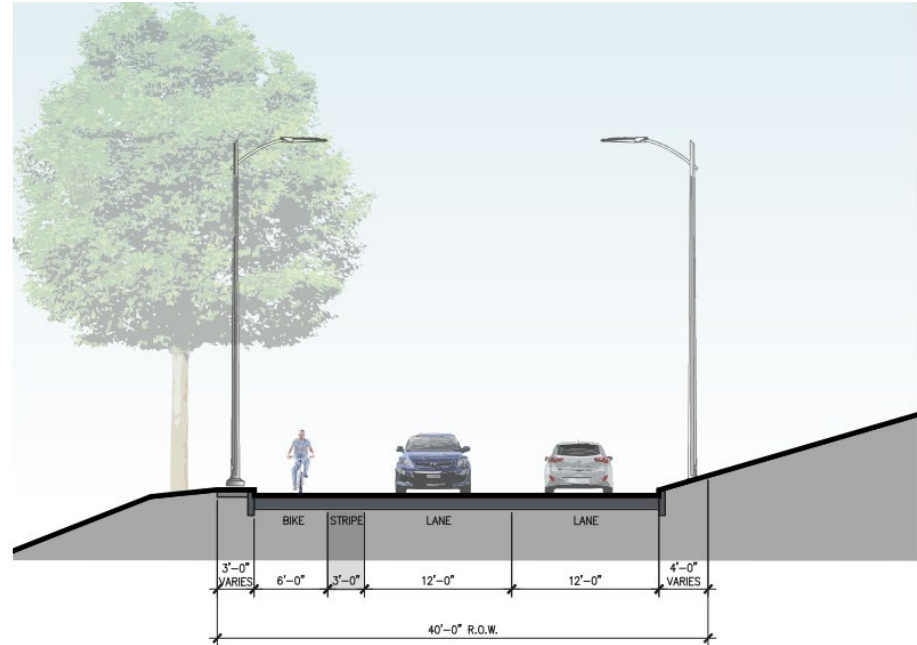
Pedestrian Paths

Potential Pedestrian Paths

**2015
Approved
Master
Streetscape
Plans**

Original Scope – Continued.

- Class 2 Bike lane only
- No pedestrian path
- No space reserved for future dedicated bus transit lane
- Master Developer to install new SD, lighting and resurface the roadway



TREASURE ISLAND ROAD: SECTION

Bay Skyway Overview

FULL MULTIMODAL BAY SKYWAY



YBI Bike/Ped Circulation



East Span Bay Skyway



SECTION G



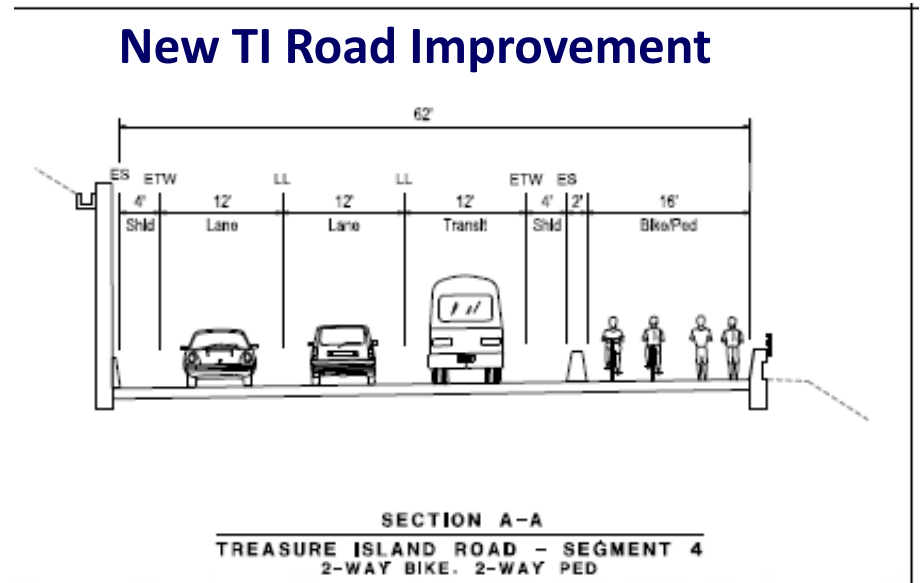
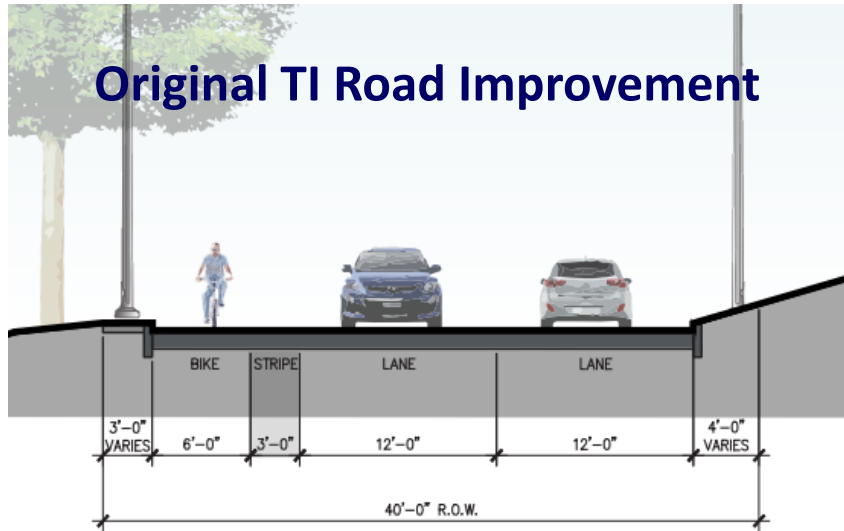
Multi-Use Pathway (MUP)

1. MUP, Part of Regional (BATA/MTC) Bay Skyway Project
2. In near-term connects East Span Skyway to Ferry Terminal
3. Will connect to future West Span Skyway
4. Divided into 4 Segments
5. Segment 1, 2, and 3 are being incorporated into WSB and Hillcrest Project



New TIRI Project

- Original TI Road Improvement + MUP Segment 4 + Dedicated Transit Only Lane (Southbound) + Gap Scope



Dedicated Transit Lane (Southbound)



Budget and Funding

Regional Measure 3
\$16.25M

TIDA Funding \$300k
Backed by anticipated
contractor leasing
revenue

TIDA Conditional
Funding backed by
IIG Award \$7.5M

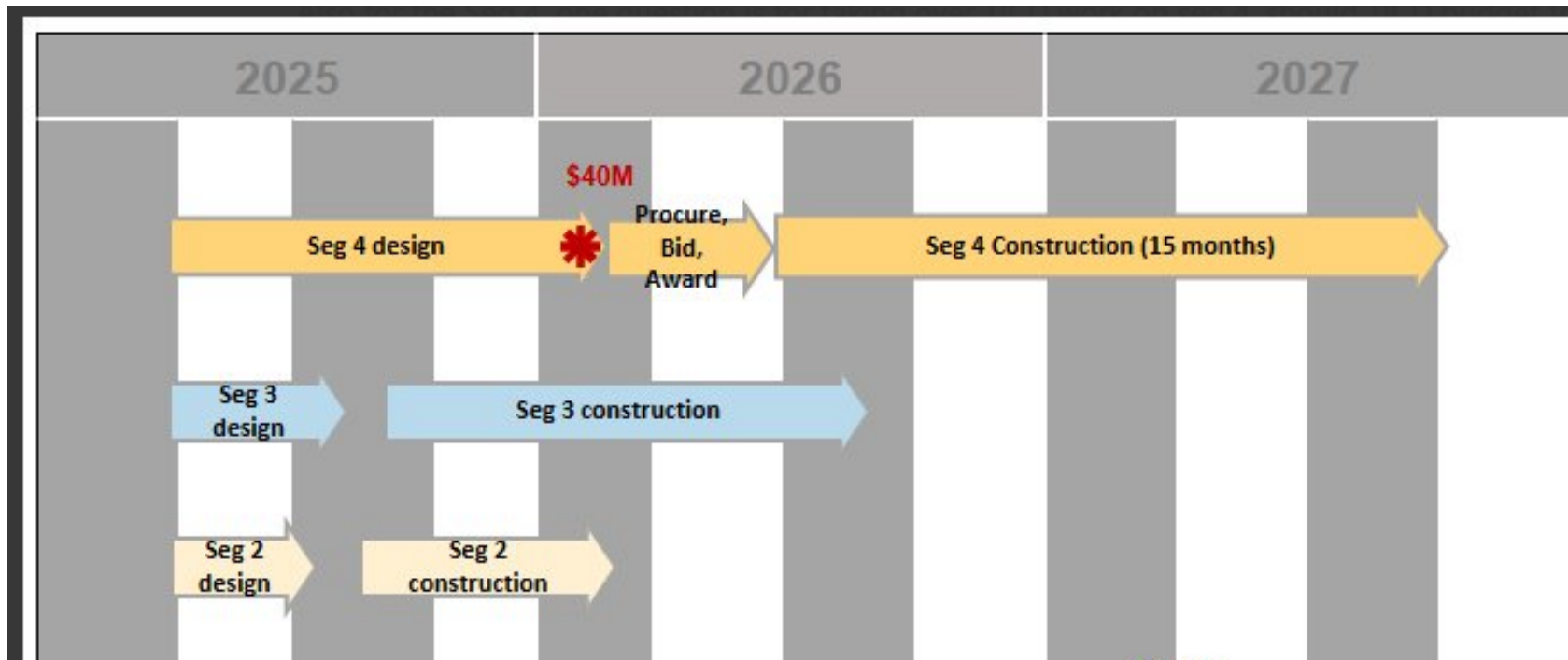
State Interregional
Transportation
Improvement Program
\$4.944M

Other Funding to be
secured by SFCTA

Deferred Work Funding
back by TICD
reimbursement \$3.0M

Estimated Construction
Cost \$38.0M.

Timeline



- **TI Road is anticipated to open to the public at Q1 of 2028.**

Project Benefit



World class Multi-Use Pathway, access to view corridors of Bay Bridge and San Francisco downtown



Multimodal connection between East Bay and San Francisco and drawing additional visitors to the island from the wider Bay Area

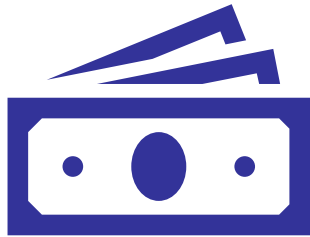


Fulfilling an EIR requirement on the project for implementing transit lane on TI Road, avoids future interruption to the public, had the transit lane were to be implemented later.



Rectifying several deficiencies in the original deferred design to allow City to accept and own the proposed improvement

TIRI – MOA



Funding



Construction Services

TIRI MOA



TIDA conditional Funding backed by IIG Award, Deferred Work Funding backed by TICD reimbursement, and TIDA Reserve Funding to be recouped by TIRI contractor leasing revenue to TIDA



Obligates SFCTA to seek balance of construction funding, finalize design, seek City Approval and permit, bid, award construction contract and implement and manage the construction contract

THANK YOU