

AGENDA ITEM [10]
Treasure Island Development Authority
City and County of San Francisco
Meeting of July 9, 2025

Subject: Resolution Authorizing the Treasure Island Director to Enter into Amendment No. 1 to Memorandum of Agreement # 22 / 23-22 for Funding and Memorandum of Agreement # 22 / 23-30 for Construction Services, both agreements between the Treasure Island Development Authority and San Francisco County Transportation Authority for relating to the Yerba Buena Island Westside Bridges Seismic Retrofit Project (*Action Item*)

Contact: Robert Beck, Treasure Island Director

BACKGROUND

The San Francisco County Transportation Authority (“SFCTA”) is constructing the Westside Bridges Seismic Retrofit Project (“Westside Bridges Project” or “Project”). At completion, the Westside Bridges Project will demolish eight bridge structures and reconstruct a realigned roadway, six retaining walls, and a new undercrossing structure from the San Francisco to Oakland Bay Bridge (“SFOBB”) to the intersection of Treasure Island Road and Macalla Road. This Project will replace seven seismically deficient bridges and retrofit one bridge with a realigned roadway and retaining walls, a bicycle facility, and a transit-only access on-ramp. Construction of the Westside Bridges Project, along with recently completed Southgate Project, and the Hillcrest Roadway Improvement Project (“Hillcrest Project”) that is in construction and the upcoming Multi-use Pathway Project (“MUP Project”), will complete the circulation improvements on Yerba Buena Island to support and facilitate improved vehicular, bicycle and pedestrian access to and from the Bay Bridge, accommodating new traffic resulting from development of the islands and providing a seismically safe and improved roadway network for the public’s use.

The total construction cost for the Project is estimated at \$115.9 million. In January 2023 pursuant to Resolution No. 23-03-0111, the TIDA Board of Directors authorized the Treasure Island Director to enter into an agreement with SFCTA documenting, among other things, TIDA’s contribution of \$3.505 million to fund the Project. TIDA and SFCTA subsequently executed the Memorandum of Agreement # 22 / 23-22 for Funding for the Yerba Buena Island Westside Bridges Seismic Retrofit Project (“Funding MOA”). In February 2023 pursuant to Resolution No. 23-10-0208, the TIDA Board of Directors authorized the Treasure Island Director to enter into an agreement with SFCTA documenting, among other things, SFCTA’s construction and project management services for the Project. TIDA and SFCTA subsequently executed the Memorandum of Agreement # 22 / 23-30 Construction Services for the Yerba

Buena Island Westside Bridges Seismic Retrofit Project (“Construction MOA”). The Project started construction in June 2023 and is currently 55% complete. SFCTA anticipates completing the Project in October of 2026.

SFCTA is leading the engineering design of the MUP Project with its regional and State partner, Bay Area Toll Authority (“BATA”), and California Department of Transportation (“Caltrans”), as well as TIDA and City departments. SFCTA is also leading the effort to secure funding for various segments of the MUP Project.

The MUP Project is divided into 4 segments. Segment 1 is roughly bounded by the Bay Bridge multi-use path landing and the YBI Hillcrest Roadway Improvement Project. Segment 2 is enveloped within the footprint of the Hillcrest Roadway Improvement Project. Segment 3 is enveloped within the footprint of the Westside Bridges Project. Segment 4 is from the northern limit of the Westside Bridges Project to the intersection of Macalla Road and Treasure Island Road. The current design of 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 (“Deferred Works”) 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 deliver the Deferred Works.

To streamline the various scopes of work, SFCTA and TIDA have been in coordination with TICD to incorporate the applicable portions of the Deferred Works on Treasure Island Road into MUP Segment 4 for appropriate reimbursement by TICD. In this effort, SFCTA has identified the proposed electrical and telecommunication improvements (“Joint Trench Works”) as part of the Deferred Works on Treasure Island is crucial to the timely completion of Westside Bridges Project.

DISCUSSION

TIDA, SFCTA and TICD staff have reviewed the electrical and telecommunication plans for Westside Bridges Project and the deferred street improvement plans and believe it is necessary for Westside Bridges Project to incorporate the Joint Trench Works to obtain permanent electrical power from accepted SFPUC facilities to feed the permanent streetlights as well as undercrossing tunnel lighting in the Project. Westside Bridges Project cannot complete construction, test, commission and operate its proposed streetlights and tunnel lighting improvement without a proper power source. The nearest permanent SFPUC power facilities are located at the intersection of Macalla Road and Treasure Island. These facilities are separated from the Westside Bridges facilities by the Deferred Work.

SFCTA has also provided TIDA with their latest construction schedule where a construction change order must be executed by January 2026 to allow sufficient time to finalize design, permit, process, procure and construct the Joint Trench Works. The Joint Trench Work is critical and necessary.

To ensure the timely incorporation of the Joint Trench Works into the Project, TIDA staff proposes to commit additional funding in an amount not to exceed \$500,000 to the Project to cover for the Joint Trench Works cost pending resolution of negotiations between TICD, TIDA and the SFCTA to incorporate the full scope of the Deferred Works into the Westside Bridges Project. SFCTA staff and its construction management consultant have estimated the pertinent cost of the Joint Trench Works at \$483,000. The not-to-exceed budget provides some margin for the negotiation of the design and construction change orders to incorporate the scope into those respective contracts.

The area to construct the Joint Trench Works is within the closed portion of the Treasure Island Road and under the control of the Project Contractor for staging and material laydown. No additional access rights are required from TIDA to SFCTA and its contractors to construct the Joint Trench Works.

TIDA staff provides Exhibit A, draft amendment to the Funding MOA and the Construction MOA to memorialize TIDA's additional funding and commitment and the incorporation of the Joint Trench Works into the Project. The amendment obligates SFCTA to proceed with finalizing the design of the Joint Trench Works, obtain necessary permits, execute change order agreement with the Project Contractor to incorporate construction of the Joint Trench Works into the Project.

If approved by the TIDA Board, upon the execution of the amendment to the Funding MOA and Construction MOA, TIDA staff will continue to lead the negotiation between TIDA, SFCTA and TICD on the incorporation of the Deferred Works into MUP Segment #4 and appropriate reimbursement by TICD, including the Joint Trench Works. Actual expenses under the Amendment will not be incurred until the FY 2026-2027 budget year.

RECOMMENDATION

TIDA staff recommends the Authority Board authorize the Treasure Island Director ("Director") to execute Amendment No. 1 to Memorandum of Agreement # 22 / 23-22 for Funding for the Yerba Buena Island Westside Bridges Seismic Retrofit Project and Memorandum of Agreement # 22 / 23-30 for Construction Services for the Yerba Buena Island Westside Bridges Seismic Retrofit Project, both agreements between the Treasure Island Development Authority and San

Francisco County Transportation Authority relating to the Yerba Buena Island Westside Bridges Seismic Retrofit Project.

EXHIBITS

- A. Draft of the Amendment No. 1 to Memorandum of Agreement # 22 / 23-22 for Funding for the Yerba Buena Island Westside Bridges Seismic Retrofit Project and Memorandum of Agreement # 22 / 23-30 for Construction Services for the Yerba Buena Island Westside Bridges Seismic Retrofit Project, both agreements between the Treasure Island Development Authority and San Francisco County Transportation Authority relating to the Yerba Buena Island Westside Bridges Seismic Retrofit Project.



TIDA 7/2/25

**AMENDMENT NO. 1 TO
MEMORANDUM OF AGREEMENT # 22/23-22 FOR FUNDING
AND
MEMORANDUM OF AGREEMENT # 22/23-30 FOR CONSTRUCTION SERVICES
for the
YERBA BUENA ISLAND WESTSIDE BRIDGES SEISMIC RETROFIT PROJECT**

THIS **AMENDMENT NO. 1** (this “**Amendment**”) is made and shall be effective on the ___th day of July 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**.”

- A.** The Transportation Authority and TIDA entered into that certain Memorandum of Agreement #22/23-22 (“**Existing Funding MOA**”), effective January 12, 2023, setting forth the Parties’ respective obligations with respect to funding for the Westside Bridges Seismic Retrofit Project (“**Project**”) on Yerba Buena Island (“**YBI**”).
- B.** The Transportation Authority and TIDA entered into that certain Memorandum of Agreement #22/23-30 (“**Existing Construction MOA**”), effective January 1, 2023, setting forth the Parties’ respective obligations with respect to project management and construction services for the Project on YBI.
- C.** The Parties have been in coordination and planning regarding the Multi-Use Project (“**MUP**”), and Segment #4 of the MUP (“**MUP Segment 4**”) in particular. The current design of MUP Segment 4 overlaps, and by and large, supersedes the original design of proposed street improvements on Treasure Island Road. This original design and scope to construct the proposed improvement on Treasure Island Road and intersection of Macalla and Treasure Island Road (“**Deferred Work**”) was deferred until the significant completion of the Project. Treasure Island Community Development, LLC (“**TICD**” or “**Master Developer**”), the Treasure Island and Yerba Buena Island Master Developer, is currently obligated to performed and deliver the Deferred Work.
- D.** To streamline the various scopes of work and to avoid unnecessary work, the Transportation Authority, in consultation with TIDA, has been coordinating and negotiating with TICD to incorporate the applicable portions of the Deferred Work on Treasure Island Road into MUP Segment 4 for proper reimbursement by TICD.
- E.** The Transportation Authority has identified the proposed electrical and telecommunication improvement (“**Joint Trench Work**”) as part of the Deferred Work on Treasure Island Road as critical infrastructure to complete the Project.

- F. TIDA, in consultation with the Transportation Authority, has determined that it is necessary and appropriate to modify the scope of the Project to incorporate Joint Trench Work on Treasure Island Road to complete the electrical and telecommunication feeds and services to the Project.
- G. The Joint Trench Work is currently estimated to cost \$483,000. TIDA has agreed to contribute additional funding (“**TIDA Joint Trench Funding**”) to the Project up to the lesser of the actual cost of the Joint Trench Work or the JTW Cost Cap (as defined in Section 3 below). The TIDA Joint Trench Funding will reimburse Transportation Authority for actual costs invoiced by the Construction Contractor (as such term is defined in the Construction MOA) for the Joint Trench Work.
- H. Transportation Authority will finalize the design of the Joint Trench Work and seek the City’s approval for such design. Transportation Authority will also negotiate and enter to a construction change order with the Construction Contractor to execute the Joint Trench Work as part of the Project contract.
- I. The Parties accordingly wish to amend the terms of the Existing Funding MOA and Existing Construction MOA to incorporate these additional provisions as provided above.

AMENDMENT

- 1. Each of Appendix A (PROJECT Funding) and Appendix B (Construction Phase Budget) attached to the Existing Funding MOA are hereby deleted in their entirety and replaced with the Appendix A (PROJECT Funding) and Appendix B (Construction Phase Budget) attached hereto. All references to Appendix A and Appendix B, as applicable, in the Existing Funding MOA shall mean and refer to the Appendix A (PROJECT Funding) and Appendix B (Construction Phase Budget), as applicable, attached hereto.
- 2. Appendix C (Construction Phase Budget) attached to the Existing Construction MOA is hereby deleted in its entirety and replaced with the Appendix C (Construction Phase Budget) attached hereto. All references to Appendix C in the Existing Construction MOA shall mean and refer to the revised Appendix C attached hereto.
- 3. Section 2.b of the Existing Funding MOA is hereby deleted in its entirety and replaced with the following:
 - b. As set forth in Appendix A—“PROJECT Funding” attached hereto, in no event shall the principal amount of TIDA Funding exceed a “not-to-exceed amount” of Four Million and Five Thousand Dollars (\$4,005,000), provided, however, in no event will the TIDA Joint Trench Funding exceed \$500,000 (the “**JTW Cost Cap**”) or any portion of the TIDA Joint Trench Funding be use for any Project cost other than the Joint Trench Work costs. In other words, the “not-to-exceed-amount” of Three Million Five Hundred Five Thousand Dollars (\$3,505,000) remains unchanged with respect to the Project, not including the Joint Trench Work.

If the cost of the Joint Trench Work exceeds the JTW Cost Cap, the parties will work together to identify funding source(s) for such additional cost, including but not limited to potential use of any Project contingency.

Any increase in TIDA Funding, including the TIDA Joint Trench Funding beyond the JTW Cost Cap, requires TIDA Board of Directors approval and, if required under the San Francisco Charter, the City's Board of Supervisors. TIDA Funding (but not any; portion of the TIDA Joint Trench Funding) can be used by the Transportation Authority to pay for accrued interest or Fiscal Fees on the Transportation Authority Construction Costs.

4. Section 4 of the Existing Funding MOA is hereby deleted in its entirety and replaced with the following section:
 - a. Parties agree that all PROJECT invoices for payment or reimbursement from all contractors, utility companies, etc. shall be submitted directly to the Transportation Authority for review and payment. TIDA may, at its discretion, review invoices related to construction activities and agrees to do so within a timeframe that allows timely payment. The Transportation Authority will require that the Joint Trench Work be invoiced separately from other Project costs.
 - b. The Transportation Authority shall prepare and submit invoices for the TIDA Reimbursement Obligation, and supporting documentation to TIDA. As the TIDA Joint Trench Funding can only be used to reimburse the Transportation Authority for actual costs of the Joint Trench Work, the Transportation Authority agrees and understands that cost for such work will be segregated and invoiced separately from other Project costs. TIDA will not disburse the TIDA Joint Trench Funding if the cost of the Joint Trench Work is not invoiced separately from other Project Costs.

The Transportation Authority shall have the discretion to submit invoices to TIDA may be submitted on a monthly, quarterly or annual basis as specified herein. TIDA shall reimburse the Transportation Authority for TIDA Reimbursement Obligation within forty-five (45) days from receipt of Transportation Authority invoice, up to the budget limit set forth below.

- c. TIDA allocated \$500,000 in its FY 2022/23 budget, \$1,755,000 in its FY 2023/24 budget, \$625,000 in its FY 2024/25 budget, and \$625,000 in its FY 2025/2026 budget to pay for the TIDA Reimbursement Obligations under the Funding MOA. Any budgeted funds not used during a given fiscal year shall, subject to necessary government approvals, roll over to the next fiscal year.
5. The following is added as new Section 3.j. in the Existing Construction MOA:
 - j. The Transportation Authority shall coordinate with SFPUC, SFPW, San Francisco's Department of Technology ("**DT**") and any other applicable City Department to finalize the location, size and other design information related to the Joint Trench Work. The defined term "**City Department**" includes all relevant City departments with respect to the Project, including the Joint Trench Work.

6. All initially capitalized terms used by not defined herein shall have the same meanings given to such terms in the Existing Funding MOA or the Existing Construction MOA (together, the “**MOAs**”), as applicable. The Existing Funding MOA and the Existing Construction MOA, amended by this Amendment, are referred to as the “**Funding MOA**” and the “**Construction MOA**”, respectively.
7. Except as expressly modified in this Amendment, all of the terms, covenants and conditions of the MOAs shall remain in full force and effect and are hereby ratified and confirmed.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 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

APPENDICES

Appendix A (PROJECT Funding) [Funding MOA]

Appendix B (Construction Phase Budget) [Funding MOA]

Appendix C (Construction Phase Budget) [Construction MOA]

Appendix A
PROJECT Funding
[Funding MOA]

Project Construction Phase Funding	Amount
Federal Highway Bridge Program	\$ 54,835,737
State Prop 1B Local Bridge Seismic	\$ 7,104,551
Federal RAISE grant	\$ 18,000,000
Bay Area Toll Authority	\$ 2,000,000
San Francisco share SB 1 Local Partnership Program Formula funds	\$ 4,056,000
Bay Area Toll Authority share SB 1 Local Partnership Program Formula funds	\$ 5,000,000
TIDA	\$ 3,505,000
TIDA - Joint Trench Work	\$ 500,000
Prop K	\$ 14,899,000
Caltrans HBP	\$ 4,300,000
Federal Earmark	\$ 2,200,000
Total Funding	\$ 116,400,288

Appendix B (Construction Phase Budget) [Funding MOA]
Appendix C (Construction Phase Budget) [Construction MOA]

The budget for PROJECT Construction Phase is as follows:

Description of Work	Total Budget
1. Construction Capital	\$101,161,443
2. Construction Support and Transportation Authority Support	\$15,238,845
Total Construction Phase Budget	\$116,400,288

***Subject to limitations on use of the TIDA Trench Work Funding as set forth in the Amendment.**

1 [1st Amendment to Memoranda of Agreement #22/23-22 and #22/23-30 – Westside
2 Bridges]

3 **Resolution Authorizing the Treasure Island Director to Enter into Amendment No.1**
4 **to Memorandum of Agreement # 22/23-22 for Funding and Memorandum of**
5 **Agreement # 22/23-30 for Construction Services, both agreements between the**
6 **Treasure Island Development Authority and San Francisco County Transportation**
7 **Authority relating to the Yerba Buena Island Westside Bridges Seismic Retrofit**
8 **Project.**

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

16 WHEREAS, TIDA asked the SFCTA, in its capacity as the CMA, to lead the effort
17 to prepare and obtain approval for all required technical documentation for the Westside
18 Bridges Seismic Retrofit Project (the “Project”), because of its expertise in funding and
19 interacting with the California Department of Transportation (“Caltrans”) on design
20 aspects of the Project, as well as its expertise in implementing construction of major
21 transportation projects; and

22 WHEREAS, In January 2023, Treasure Island Development Authority (“TIDA”)
23 Board passed Resolution No.23-03-0111, authorizing the TIDA Director to enter into an
24 agreement (“Funding MOA”) with SFCTA related to funding for the Project, a copy of
25 which is on file with the Secretary of TIDA Board of Directors; and

WHEREAS, In February 2023, TIDA Board passed Resolution No.23-10-0208,
authorizing the TIDA Director to enter into an agreement (“Construction MOA”) with

1 SFCTA related to construction services for the Project, a copy of which is on file with the
2 Secretary of TIDA Board of Directors; and

3 WHEREAS, SFCTA started construction of the Project in June 2023 and
4 anticipates completing the Project in October of 2026; and

5 WHEREAS, SFCTA and TIDA (collectively as "Parties") have identified the
6 critical need to incorporate to the Project scope and construct infrastructure of power
7 and telecommunication work ("Joint Trench Works") on Treasure Island Road between
8 the northern limit of the Project to the intersection of Macalla Road and Treasure Island
9 Road and such Joint Trench Works is necessary to supply permanent power and
10 telecommunication feeds to the Project; and

11 WHEREAS, Parties agree to incorporate the Joint Trench Works in the
12 Construction MOA and revise TIDA's financial contribution to include an additional, not
13 to exceed, amount of Five Hundred Thousand Dollars (\$500,000) in the Funding MOA
14 for the Project; and

15 WHEREAS, TIDA, SFCTA, and Treasure Island Community Development
16 ("TICD") staff continue negotiations to incorporate TICD's deferred work on Treasure
17 Island Work south of Macalla Road inclusive of the Joint Trench Work into the SFCTA's
18 Multi-Use Pathway Segment #4 project scope; now, therefore, be it

19 RESOLVED, TIDA Board of Directors hereby authorizes the Treasure Island
20 Director to enter Amendment No. 1 to the Funding MOA and to the Construction MOA
21 with SFCTA relating to the Yerba Buena Island Westside Bridges Seismic Retrofit
22 Project; and be it

23 FURTHER RESOLVED, That the Board of Directors hereby authorizes the
24 Treasure Island Director or his designee to enter into any additions, amendments or
25 other modifications to the MOA that the Treasure Island Director determines in
consultation with the City Attorney are in the best interests of TIDA, that do not
materially increase the obligations or liabilities of TIDA, that do not materially reduce the

1 rights of TIDA, and are necessary or advisable to complete the preparation and
2 approval of the MOA, such determination to be conclusively evidenced by the execution
3 and delivery by the Treasure Island Director or his designee of the documents and any
4 amendments thereto.

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8 **CERTIFICATE OF SECRETARY**
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10 **I hereby certify that I am the duly elected and acting Secretary of the Treasure**
11 **Island Development Authority, a California nonprofit public benefit corporation,**
12 **and that the above Resolution was duly adopted and approved by the Board of**
13 **Directors of the Authority at a properly noticed meeting on February 8, 2023.**
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17 **Jeanette Howard, Secretary**
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