

THIS PRINT COVERS CALENDAR ITEM NO. : 10.4

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Sustainable Streets

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute Contract No. SFMTA 2015-55, Environmental Impact and Reporting Services, with Turnstone/SWCA to conduct environmental consulting services, for an amount not to exceed \$1,985,837 and a term of three years.

SUMMARY:

- The 6th Street Pedestrian Safety Improvement Project (Project) is a proposal to improve the street right-of-way, sidewalk configuration, and travel patterns for vehicles on 6th Street from Market Street to Bryant Street and on Golden Gate Avenue from Jones Street to Market Street.
- The proposal is the result of a comprehensive community outreach and engagement process that began based on the recommendations of the WalkFirst pedestrian safety initiative.
- The 6th Street corridor has one of the highest concentrations of pedestrian injuries, is on the High Injury Network, and is a key location in the City's strategy to meet the goal of Vision Zero
- On May 5, 2015, SFMTA issued a Request for Proposals (RFP) to a prequalified pool of applicants. Turnstone/SWCA was selected as the highest-scoring proposer. The SFMTA successfully concluded contract negotiations with the Consultant.
- The funds required for the contract are provided by the Transportation Authority.

ENCLOSURES:

1. SFMTA Resolution
2. Agreement with Turnstone/SWCA
3. Plan View of Project Area and Overview of Proposed Changes
4. Conceptual Section View: 6th Street between Market Street and Howard Street

APPROVALS:

DATE:

DIRECTOR _____ 8/18/15

SECRETARY _____ 8/18/15

ASSIGNED SFMTAB CALENDAR DATE: September 1, 2015

PURPOSE

SFMTA staff request that the Board of Directors authorize the Director of Transportation to execute Contract No. SFMTA2015-55, Environmental Impact and Reporting Services, with Turnstone/SWCA to conduct environmental consulting services, for an amount not to exceed \$1,985,837 and a term of three years.

GOAL

By providing environmental disclosure for the impacts of the Project, and thereby permitting the implementation of the Project, the consulting services provided by Turnstone/SWCA will specifically address the following SFMTA Strategic Plan goals and their relevant objectives:

- Goal 1: Provide a safer transportation experience for everyone
 - Objective 1.3: Improve the safety of the transportation system
- Goal 2: Make transit, walking, bicycling, taxi, ridesharing, and carsharing the preferred means of travel
 - Objective 2.3: Increase the use of all non-private auto modes
- Goal 3: Improve the environment and quality of life in San Francisco
 - Objective 3.2: Increase the transportation system's positive impact to the economy

DESCRIPTION

The Project proposes to improve the street right-of-way, sidewalk configuration, and travel patterns for vehicles on 6th Street, from Market Street to Bryant Street, and on Golden Gate Avenue, from Jones Street to Market Street. This corridor has the highest concentration of severe and fatal pedestrian injuries in the City and the central goal of this Project is to create a safe and inviting pedestrian environment.

This Project is the result of a comprehensive community outreach process that began based on the recommendations of the WalkFirst pedestrian safety initiative. The Project corridor is on the high injury network (HIN) and is a key location in the City's focus on Vision Zero – the City's goal of reducing all traffic deaths to zero by 2024. The primary goals of the Project are as follows:

1. Reduce pedestrian collisions on 6th Street
2. Improve pedestrian crossings of 6th Street at all intersections
3. Calm motor vehicle traffic
4. Improve safety and comfort for people on bikes
5. Create a safe and inviting public space

The central component of this Project is a suite of proposed pedestrian safety and streetscape improvements on 6th Street from Market Street to Bryant Street including pedestrian safety bulb-outs, raised crosswalks, landscaping, and streetscape improvements. On 6th Street between Market Street and Howard Street, sidewalks on both sides of the street will be widened and

corner bulb-outs will shorten crossing distances for pedestrians. The two lanes of vehicle traffic in each direction on 6th Street between Market Street and Bryant Street will be reduced to one lane in each direction. On 6th Street between Folsom Street and Bryant Street, the Project will remove peak-hour tow-away lanes that restrict parking from 7-9AM and 3-7PM and restore full-time parking lanes. One lane of eastbound vehicle traffic on Golden Gate Avenue between Jones Street and Market Street will also be removed as part of this Project.

CONSULTANT SELECTION

On July 8, 2010, the City Planning Department issued a Request for Qualifications (RFQ) to solicit responses from which to create a pre-qualified list of firms to prepare environmental documents and transportation technical studies. Turnstone/SWCA was one of the consulting firms on the City Planning Department's pre-qualified list.

On May 5, 2015, the SFMTA issued a Request for Proposals (RFP) with a 25 percent Local Business Enterprise (LBE) subcontracting requirement to the 16 environmental and transportation firms in the pre-qualified consultant pool. Two pre-qualified firms submitted proposals, which were evaluated by a diverse selection panel that included staff from SFMTA Sustainable Streets, the Public Utilities Commission, and the Planning Department. The two firms were interviewed and Turnstone/SWCA was selected as the highest-scoring proposer. The SFMTA successfully concluded contract negotiations with the consultant.

CONTRACTED TASKS AND DELIVERABLES

Turnstone/SWCA will work collaboratively with staff from the City Planning Department, SFMTA, and other relevant entities to complete environmental assessment of the Project scope of work, including review of all transportation impacts associated with the Project. The completion of the contract will satisfy all requirements under CEQA, enabling the SFMTA to legislate parking and traffic changes associated with the Project and move forward with detailed design.

The work as scoped will be divided into two phases: (1) required steps for the purpose of completing an Environmental Impact Report for CEQA, and (2) tasks that support the work or may arise as needed.

Phase One work will begin with Project kick-off meetings, information review and development and approval of a project work plan. Directly following, the Project team will hold a public scoping meeting to provide opportunity for members of the public and other stakeholders to comment, ask questions, and inform the upcoming assessment. Turnstone/SWCA will conduct an Initial Study to review required CEQA topics and to determine the necessary level of further environmental review for each topic. Turnstone/SWCA will perform technical studies, including a Transportation Impact Study and an Air Quality Impact Study, on topics that require further discussion and technical modeling of potential impacts. Based on the findings of the Initial Study and further technical studies, Turnstone/SWCA will prepare a Draft Environmental Impact Report (DEIR) and will develop mitigation measures in conjunction with DEIR findings. The public will be asked to comment on the DEIR, and Turnstone/SWCA will prepare responses to those comments via a Response to Comments document. The DEIR and Response to Comments

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together are considered to be the Final Environmental Impact Report (FEIR), which will then be presented to the San Francisco Planning Commission and the SFMTA Board of Directors.

Phase Two includes tasks that support technical studies, such as engineering surveys, CAD design tasks, and additional graphic design. Other tasks anticipate as-needed additions to the proposed scope of work, including technical studies, public outreach meetings, additional alternatives for the DEIR, or preparation and participation in hearings of an FEIR appeal.

FUNDING IMPACT

The total cost is approximately \$2 million, including Consultant costs, City Planning staff time, City Attorney staff time, and SFMTA staff time. These funds will be provided by the San Francisco County Transportation Authority through a grant of Proposition K Local Transportation Sales Tax Funds.

ENVIRONMENTAL REVIEW

The San Francisco Planning Department concurred with the SFMTA's determination that award of this contract for environmental consulting services is not a "project" for purposes of environmental review under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Section 15060(c)(2).

The Planning Department's concurrence is on file with the Secretary to the SFMTA Board of Directors.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The Civil Service Commission approved this contract with PSC Resolution No. 41575-14/15.

The Contract Compliance Office has reviewed this contract and confirmed the consultant's commitment to meeting the 25 percent LBE participation goal for this contract.

The City Attorney's Office has reviewed the contract.

RECOMMENDATION

SFMTA staff recommends authorizing the Director of Transportation to execute Contract No. SFMTA2015-55, Environmental Impact and Reporting Services, with Turnstone/SWCA to conduct environmental consulting services, for an amount not to exceed \$1,985,837 and a term of three years.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The 6th Street Corridor has one of the highest concentrations of pedestrian injuries in San Francisco, is on the High Injury Network, and is a key location in the city's strategy to meet the goal of Vision Zero – to reduce all traffic-related deaths in the City to zero by 2024; and,

WHEREAS, The 6th Street Pedestrian Safety Improvement Project (Project) is a proposal by the San Francisco Municipal Transportation Agency to improve the street right-of-way, sidewalk configuration, and travel patterns for vehicles in order to promote pedestrian safety and create a safe and inviting public space; and,

WHEREAS, The SFMTA issued a Request for Proposals (RFP) on May 5, 2015 for a consultant to perform environmental review of the TEP in compliance with the requirements of the California Environmental Quality Act (CEQA), the CEQA Guidelines, San Francisco Administrative Code Chapter 31; and,

WHEREAS, The SFMTA received two proposals from the pre-qualified consultant pool in response to the RFP; and,

WHEREAS, Turnstone/SWCA was selected as the highest-scoring proposer in the Request for Proposals process; and,

WHEREAS, The SFMTA has successfully completed negotiations with the consultant; and,

WHEREAS, The total contract amount shall not exceed \$1,985,837 with a term not to exceed three years; and,

WHEREAS, The Contract Compliance Office has confirmed the consultant's commitment to meeting the 25 percent LBE participation goal for this contract; and,

WHEREAS, On July 6, 2015, the Civil Service Commission approved this contract pursuant to PSC No. 41575-14/15; and,

WHEREAS, On August 10, 2015, the San Francisco Planning Department concurred with the SFMTA's determination that the SFMTA Contract No. 2015-55 with Turnstone/SWCA for environmental consulting services is not a "Project" for purposes of environmental review under CEQA pursuant to Title 14 of the California Code of Regulations Section 15060(c)(2); and,

WHEREAS, The operating funds required for environmental consulting services for the Project are provided by the San Francisco County Transportation Authority

through a grant of Proposition K Local Transportation Sales Tax Funds; now, therefore,
be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute Contract No. SFMTA 2015-55, Environmental Impact and Reporting Services, with Turnstone/SWCA to conduct environmental consulting services, for an amount not to exceed \$1,985,837 and a term of three years.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of September 1, 2015.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

**City and County of San Francisco
Municipal Transportation Agency
One South Van Ness Ave. 7th floor
San Francisco, California 94103**

**Agreement between the City and County of San Francisco and
Turnstone/SWCA
for Environmental Impact and Reporting Services
Contract No. SFMTA2015-55**

This Agreement is made this 8th day of September, 2015, in the City and County of San Francisco, State of California, by and between: Turnstone Consulting, a division of SWCA Incorporated, dba SWCA Environmental Consultants ("Turnstone / SWCA"), 330 Townsend Street, Suite 216, San Francisco, CA 94107 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

Recitals

- A. The SFMTA requires the services of a contractor to provide Environmental Impact and Reporting Services.
- B. A Request for Proposals ("RFP") was issued on May 5, 2015, and City selected Contractor as the highest-ranked proposer.
- C. Contractor represents and warrants that it is qualified to perform the services required by City as described in this contract.
- D. Approval for this Agreement was obtained when the Civil Service Commission approved Contract number 41575-14/15 on May 8, 2015

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

- 2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from September 1, 2015 to August 31, 2017 with a one year option to extend the contract term.
- 3. Effective Date of Agreement.** This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.
- 4. Services Contractor Agrees to Perform.** The Contractor agrees to perform the services provided for in Appendix A, "Services to be provided by Contractor," attached hereto and incorporated by reference as though fully set forth herein.
- 5. Compensation.**

a. Amount. Compensation under this Agreement shall be based on a fixed amount for Tasks 1-11 not to exceed One Million and Five Thousand and Twenty Nine dollars (\$1,005,029), fixed amounts per Task for Optional Tasks 12-27 not to exceed a total of Nine Hundred Eighty Thousand and Eight Hundred and Seven dollars (\$980,807), and a negotiated lump sum amount per Task for As Needed Services not to exceed a total of Four Hundred Thousand dollars (\$400,000). In no event shall the amount of this Agreement exceed Two Million, Three Hundred Eighty Five Thousand Eight Hundred and Thirty Seven dollars (\$2,385,837).

b. Payment. Compensation shall be made in accordance with the schedule of payments set forth in Appendix B and in accordance with Section 4 of this Agreement, once the SFMTA's Director of Transportation or SFMTA's 6th Street Project Manager as delegated by the Director of Transportation, in his or her sole discretion, concludes services have been provided and/or work has been performed and deliverables submitted as of the last day of the immediately preceding month. The breakdown of costs and invoicing schedule for services associated with this Agreement appear in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

Except as otherwise agreed to for Tasks 28 – 30 (As-Needed Tasks), payments for completed Tasks will be made on a "not-to-exceed" fixed price basis. "Not-to-exceed" means that Contractor performed its obligations under the Agreement for the amounts listed in Appendix B, regardless of the number of hours that Contractor has expended on the Task.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by SFMTA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

c. As-Needed Tasks (Tasks 28-30). The SFMTA will define the requirements for Tasks 28-30. The cost and estimated time to perform the Task fully will be agreed upon in advance of the start of work on each Task in accordance with the terms and conditions of this Agreement, generally following the procedures outlined below.

- (i) **Scope of Work.** SFMTA will prepare the scope of work and expected time of completion, using the Task Order form (Appendix C) and transmit the Task Order form to the Contractor with a request for a proposal for the performance of the Task.
- (ii) **Information and Data.** The Contractor shall request in writing any information and data it will require to perform Task Orders. The Contractor shall identify the timing and priority for which this information and data will be required. The Contractor and SFMTA shall reach agreement as to the availability and delivery time for this data and information during initial Task negotiations.
- (iii) **Contractor Proposal.** The Contractor shall prepare and submit a proposal for the Task to the Contracting Section showing:
 - (a) A detailed description by Subtask of the work to be performed and the means and methods that will be used to perform it;
 - (b) Milestones for completion for each Subtask and deliverables at each milestone;
 - (c) Personnel and the subcontractors assigned to each part of the work along with a justification as to why such personnel are qualified to perform the work; and prior experience in performing work of this nature;
 - (d) A detailed cost estimate for each Task or Subtask showing:
 - 1) Number of hours for each Task or Subtask, along with the billing rates;
 - 2) Estimated reasonable out-of-pocket expenses;
- (iv) **Negotiation of Cost and Profit.** The SFMTA will review the proposal and negotiate a lump sum price to perform the work of each Task and Subtask.
- (v) **Record of Negotiations.** If agreement is reached, the SFMTA will document the negotiations and agreement in a Record of Negotiations and obtain the approval from the 6th Street Project Manager of the agreement as defined in the Record of Negotiations.
- (vi) **Controller Certification.** Upon approval of the 6th Street Project Manager, the SFMTA will request certification from the Controller that adequate funds are available to proceed with the Task as agreed.
- (vii) **Notice to Proceed (NTP).** After certification, the 6th Street Project Manager will send to the Contractor a written NTP and Task Number. The Contractor is required to use the Task number when submitting invoices to the Contracting Section for payment. The Contractor shall not commence work on any Task until it receives a written NTP for the Task.
- (viii) **Changes.** Agreed lump sum prices for Subtasks and Tasks above cannot be modified unless there is a material change in the scope of work of the Task. If there is a material change in the scope of work of a Task, then a proposal, negotiations, Record of Negotiations and approval of the Record of Negotiations

by the 6th Street Project Manager shall be required before changes to agreed lump sum prices and fixed profits can be approved. Certification by the Controller is required for changes that result in an increase to the total cost of a Task.

- (ix) Failure to Agree on Terms of Task.** In the event that City and Contractor cannot reach agreement on the terms of the Task Order, City may either cancel the Task Order and have the work accomplished through other available sources, or City may direct the Contractor to proceed with the Task under such conditions as City may require to assure quality and timeliness of the Task performance. **Under no circumstances may the Contractor refuse to undertake a City-ordered Task.**

d. Subcontractor Payments. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of CMD Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the SFMTA, the Director of CMD and Contractor of the omission. If Contractor's failure to provide CMD Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until CMD Progress Payment Form is provided. Following City's payment of an invoice, Contractor has ten days to file an affidavit using CMD Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

e. Key Team Members. The Contractor agrees that the following Key Team Members shall be committed and assigned to work on the Project to the level required by SFMTA for the term of the Agreement and shall also be staffed at the local Contractor offices within the San Francisco Bay Area if required by SFMTA:

Barbara Sahm – Turnstone/SWCA

Matthew Goynes – Fehr & Peers

Eric Womeldorff – Fehr & Peers

Luba Wyznyckyj – LCW Consulting

Contractor shall advise SFMTA immediately any time one of the Key Team Members deviates from its committed role or time on the Project (e.g., is removed from this Project). SFMTA may in turn require Contractor to provide a remedy and/or corrective actions for such deviations.

f. Current Workload and Available Resources. The Contractor covenants that its current workload and the workload of its subcontractors will not affect the commencement and the progress of the work under this Agreement. The Contractor shall have all the necessary professional, technical and support personnel, including those of the subcontractors, available, ready and mobilized to perform actual work within a reasonable time, not to exceed four (4) weeks of the receipt of NTP on a particular Task.

6. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at SWCA, Inc., P.O. Box 92170, Elk Grove, IL 60009.

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Reserved (Disallowance).

10. Taxes.

a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

(1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;

(2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this

Agreement may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest (see, e.g., Revenue & Taxation Code Section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

(4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City’s reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City’s request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses.

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and

other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorney's fees, arising from this section.

15. Insurance.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

16. Indemnification. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's negligence or willful misconduct in the performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims

against the City. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages. Neither party shall be responsible to the other party for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 (COMPENSATION) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Reserved (Liquidated Damages.)

20. Default; Remedies.

a. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

8. Submitting False Claims; 10. Taxes; 15. Insurance; 24. Proprietary or Confidential Information of City; 30. Assignment; 37. Drug-Free Workplace Policy; 53. Compliance with Laws; 55. Supervision of Minors; and 57. Protection of Private Information.

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment

for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

(4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.

b. On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience.

a. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

(4) At City's direction, assigning to City any or all of Contractor's right, title, and interest as well as liabilities under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

(7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

c. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.

(4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.

d. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced

amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

f. City's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration.

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

8. Submitting False Claims; 9. Disallowance; 10. Taxes; 11. Payment Does Not Imply Acceptance of Work; 13. Responsibility for Equipment; 14. Independent Contractor; Payment of Taxes and Other Expenses; 15. Insurance; 16. Indemnification; 17. Incidental and Consequential Damages; 18. Liability of City; 24. Proprietary or Confidential Information of City; 26. Ownership of Results; 27. Works for Hire; 28. Audit and Inspection of Records; 48. Modification of Agreement; 49. Administrative Remedy for Agreement Interpretation; 50. Agreement Made in California; Venue; 51. Construction; 52. Entire Agreement; 56. Severability; and 57. Protection of Private Information.

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

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

To City: Amber Vasché, SSD Contracts Lead
SFMTA | Sustainable Streets
One South Van Ness, 7th Floor
San Francisco, CA 94103
E-mail: amber.vasche@sfmta.com

To Contractor: Barbara W. Sahm, Principal
Turnstone Consulting, a division of SWCA Incorporated, dba SWCA
Environmental Consultants ("Turnstone / SWCA")
330 Townsend Street, Suite 216
San Francisco, CA 94107
E-mail: bsahm@swca.com

and

Denis Henry, CFO
SWCA Incorporated
3033 North Central Avenue, Suite 145
Phoenix, Arizona 85012

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, but not including any proprietary material Contractor or its subcontractors develop or prepared prior to or independent of this Agreement but which Contractor or its subcontractors may employ in its performance of this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, but not including any proprietary material Contractor or its subcontractors develop or prepared prior to or independent of this Agreement but which Contractor or its subcontractors may employ in its performance of this Agreement, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate

such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City 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. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors.

31. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict

with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

33. Local Business Enterprise Utilization; Liquidated Damages.

a. **The LBE Ordinance.** Contractor shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future

(collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

(1) Enforcement. If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Contract Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of CMD") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

(2) Subcontracting Goals. The LBE subcontracting participation goal for this contract is 25%. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the CMD Progress Payment Form and the CMD Payment Affidavit. Failure to provide the CMD Progress Payment Form and the CMD Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the CMD Payment Form and the CMD Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) Subcontract Language Requirements. Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of CMD and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of CMD or the Controller upon request.

(4) Payment of Subcontractors. Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of CMD in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the CMD Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties.

a. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract. As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

e. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

36. Reserved (Tropical Hardwood and Virgin Redwood Ban).

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities

provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the

persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees.

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the

MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees.

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract

Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program.

a. Incorporation of Administrative Code Provisions by Reference.

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided

therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement.

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement (“agreement”) with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer’s participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer’s proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for

documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions.

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions.

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages.

Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance

programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts.

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with the SFMTA to submit to the SFMTA Contract Compliance Office any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation.

a. Negotiation; Alternative Dispute Resolution. The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this section.

b. Government Code Claims. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq.

50. 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.

51. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Reserved (Supervision of Minors).

56. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Reserved.

59. Reserved (Food Service Waste Reduction Requirements).

60. Reserved (Slavery Era Disclosure).

61. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

62. Deleted.

63. Reserved (Large Vehicle Driver Safety Training Requirements.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

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| <p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>AUTHORIZED BY:</p> <p>MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____</p> <p style="padding-left: 40px;">Roberta Boomer, Secretary SFMTA Board of Directors</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____</p> <p style="padding-left: 40px;">Rob Maerz Deputy City Attorney</p> | <p>CONTRACTOR</p> <p>Turnstone Consulting, a division of SWCA Incorporated, dba SWCA Environmental Consultants ("Turnstone / SWCA")</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <hr/> <p>Denis Henry Chief Financial Officer SWCA, Incorporated 3033 North Central Avenue, Suite 145 Phoenix, Arizona 85012</p> <p>City Vendor Number: 79634</p> |
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Appendices

- A: Services to be provided by Contractor**
- B: Calculation of Charges**
- C: Task Order Form As Needed

Appendix A
Services to be provided by Contractor

I. Project Description and Scope of Work

A. Description of Services

The Sixth Street Pedestrian Safety Project is located in the rights-of-way of Golden Gate Avenue from Jones Street to Market Street and 6th Street from Market Street to Bryant Street. The San Francisco Municipal Transportation Agency (SFMTA) has been working with the community for several years to define community needs for this corridor and establish a list of improvements meeting the community goals to improve pedestrian and bicycle safety. Sidewalk widening, restoring full-time curbside parking as a buffer for pedestrians, reducing the numbers of travel lanes (road diet), new corner bulb-outs, and new bicycle lanes are key features, along with traffic signal timing changes, new turn pockets at intersections along 6th Street, and improvements to lighting and landscaping. The new crosswalks on 6th Street at the minor cross streets between Market and Folsom streets, and new traffic signals at 6th Street intersections with Stevenson Street and Natoma Street are important features that will help calm motor vehicle traffic and improve pedestrian safety.

The changes to roadway features and operations may affect vehicular travel on nearby streets if vehicular traffic is diverted away from 6th Street.

Turnstone/SWCA ("Contractor") will work closely with the SFMTA and the Environmental Planning Division of the Planning Department (EP) on the 6th Street Pedestrian Safety Project to successfully complete an Environmental Impact Report that fully complies with the California Environmental Quality Act (CEQA). The Scope of Work delineates Tasks that will meet the need for the 6th St. project for an Environmental Impact Report (EIR) under CEQA.

B. Scope of Work

This scope of work has anticipated Tasks 1 through 11 and Optional Tasks 12 through 28 that have been fully budgeted and scoped based on the existing expectations of the level of work needed to complete these tasks as described below.

TASK 1: PROJECT KICK-OFF MEETING, INFORMATION REVIEW AND PROJECT WORK PLAN

The Contractor will produce a Project Work Plan that will:

- delineate the team's roles and responsibilities;
- establish a detailed scope of work and include a detailed schedule for the work and deliverables as approved by Environmental Planning staff (EP);
- describe the communications protocols and meeting materials;
- establish document management tools; and

- present the quality assurance procedures.

The Contractor will prepare a Draft Project Work Plan outlining an approach to completing the scope of work and schedule, and providing quality assurance. The Contractor will convene a Kick-Off meeting with the City team to mutually confirm expectations about levels of analysis, deliverables and schedule, information the City will make available to the Consultant team, and services the Consultant team will perform for the City. The Contractor shall additionally share requests about topics or needs to be covered at the Knowledge Transfer Meeting.

The Contractor and City will hold a Knowledge Transfer Meeting following receipt of one consolidated set of comments on the Draft Work Plan from the City. The City will share detailed information about the project to inform the Project Work Plan and allow preparation of a detailed scope of work and schedule for the technical analyses and environmental review documents in a Second Draft Project Work Plan. The Contractor will prepare a scope of work with approaches to the topics to be analyzed in the Initial Study (IS) and the detailed scope for transportation and noise analyses for the EIR; the approach and scope for the air quality analysis will be completed in Task 5.

For the Transportation topic, the Contractor will submit a Draft Transportation Impact Study (TIS) Outline and Study Approach memorandum documenting the available data from adjacent studies and proposed analysis approach to the City team as part of the Project Work Plan. The Contractor will compile and collect transportation data from other recent studies including the Central SoMa Plan TIS, Better Market Street TIS, and Safer Market Street environmental review. The Contractor will ensure a consistent analysis across concurrent studies in the Central SoMa Plan and Better Market Street and will review other recently completed studies in the area, such as the Western SoMa Community Plan, the Eastern Neighborhoods TRIPS study, the Transit Center District Plan, as well as development projects. The Contractor will incorporate ongoing transportation projects such as the Golden Gate Avenue Road Diet, Central SoMa Howard/Folsom one-way option, and 7th Street bikeway project into the cumulative analysis of the TIS.

The Contractor will develop a Second Draft Work Plan that will include a style guide based on both SFMTA and EP's preferred usages, and will request EP approval of any appropriate departures from procedures in Environmental Planning's *Consultant Guidelines*. The Contractor will attend a third meeting – the Project Work Plan Meeting – following receipt of one consolidated set of City staff comments on the Second Draft Work Plan – that will be a direct exchange of information and clarification of City comments prior to preparation of a Final Work Plan based on City comments and the results of the Project Work Plan Meeting. The Contractor will provide a detailed schedule in the Final Work Plan. Up to 4 paper copies will be provided of each draft and the Final Work Plan, and electronic copies in Word for editing purposes.

Deliverables:

- 1a: *Draft Project Work Plan and attendance at Kick-Off meeting*
- 1b: *Attendance at Knowledge Transfer Meeting and submittal of Second Draft Project Work Plan*
- 1c: *Attendance at Project Work Plan Meeting and submittal of Final Work Plan*

TASK 2: INITIAL STUDY AND NOTICE OF PREPARATION

Establishing a stable and detailed Project Description is important to the progress of the work. The SFMTA will provide a draft Project Description to the Contractor. The Contractor will prepare a data request for any additional detail that will be needed by the Contractor to carry out analyses and finalize a draft Project Description based on the information supplied by the City in response to the data request. The Contractor will prepare a project location map for the Initial Study Project Description. The City will provide conceptual drawings illustrating the project alignment and all project features. The Contractor will use these drawings to prepare up to 3 graphics for the Project Description; if any of the 3 graphics should be roadway cross sections, they will be prepared based on detailed drawings received from the City; no engineering drawings are intended. The City will provide one set of comments on the draft Project Description; the Contractor shall incorporate these comments in the Project Description section of Initial Study Draft 1. The City will not have substantive changes to the Project Description after the Project Description section of Initial Study Draft 1 has been finalized pursuant to these City comments. The remainder of the Scope of Work is based on the assumption that there will be no further substantive revisions to the Project Description.

The Contractor will prepare the Initial Study (IS) for the proposed project, intended to fully address most of the CEQA Checklist topics; this will allow the Draft EIR to focus on key environmental issues. The Contractor will conform the IS and all other CEQA documents to the current version of the EP *Consultant Guidelines*. The Contractor will fully address all Checklist topics in the IS, excepting Transportation and Circulation, Air Quality, and Noise. The Contractor assumes that remaining topics to be covered in the Checklist will not have significant impacts; if the Contractor finds that additional topics need to be explored, the City will include these under As Needed Task 31, As-Needed Additional Technical Studies. The Contractor will include in the Introduction to Chapter 4, Environmental Setting, Impacts, and Mitigation Measures in the EIR, a brief discussion of land uses along the project alignment and in the nearby area to provide a context for the technical analyses, but land use impacts will be covered in the IS.

The Contractor will analyze some of the Checklist topics based on assumptions delineated below. The archaeology and paleontology section will focus on the fact that excavation for proposed bulb-outs and raised crosswalks would be relatively shallow, that excavation for new traffic signals would be deeper but cover small areas, and that standard mitigation measures included in the proposed project would reduce impacts to less-than-significant levels. An Archaeological Research Design and Treatment Plan is assumed to not be necessary and is not included, nor is notification of Native American Tribes as in AB52. Similarly, although part of 6th Street is in the Potential Sixth Street Lodginghouse District (6th Street between about Stevenson and Tehama Streets) and the portions of Golden Gate Avenue and 6th Street at Market Street along the project alignment are in the Market Street Theater & Loft District, because the proposed project would not directly impact any existing buildings, Historic Architectural Resources will be covered in the IS and no separate Historic Architectural Resources report is included.

The Contractor will prepare analyses for Geology, Soils and Seismicity; Hydrology/Water Quality; and Hazards and Hazardous Materials. The Contractor will compile information on local geology and soils available from current, published data available through the California Geological Survey (CGS), US Geological Survey (USGS), and the Natural Resource Conservation Service (NRCS) as well as review available site-specific or project-specific geologic and geotechnical studies to identify potential geologic hazards related to the project. In

addition, the Contractor will review and summarize applicable SFMTA construction techniques and standard construction specifications and requirements, and develop mitigation measures for impacts that would not be less significant with implementation of these standard techniques, if any are identified. The Contractor will assess potential construction-related impacts on water quality and will qualitatively analyze potential changes in stormwater runoff associated with construction of the proposed pedestrian safety improvements. In this section of the IS the Contractor will describe the City's combined sewer-storm drain system; discuss the overall regulatory framework for control of water quality, including Articles 4.1 and 4.2 of the San Francisco Public Works Code; and discuss City guidelines and ordinances relating to water and wastewater, including the city's Stormwater Design Guidelines for post development stormwater controls, recycled water ordinance, water efficient irrigation ordinance, and green landscaping ordinance. The project site is located within an area subject to Article 22A of the San Francisco Health Code (formerly called the Maher Ordinance). The Contractor will summarize readily available site investigation reports regarding historic land uses along the project alignment and the potential for soil contamination that could be encountered during excavation for the safety improvements. The Contractor will identify mitigation measures for impacts that would not be less significant with compliance with the requirements of Article 22A or standard SFMTA construction requirements; no soils borings or soil sample tests are included. The Contractor assumes that the proposed pedestrian improvements in the street rights-of-way would not result in any changes in wind or shadow, would not have any impacts on population and housing, and would not affect any agricultural or forest resources. The Contractor assumes that SFMTA will meet the Planning Department's GHG reduction strategies for municipal projects and no GHG calculations are included in the GHG section of the IS.

The Contractor will include a discussion of cumulative impacts based on the future cumulative scenario identified by EP for the Project Work Plan in Task 1 for each topic where any impacts are identified; if the proposed project is determined to have no impacts in any Checklist topic, a cumulative impact analysis will not be necessary and will not be provided.

The Contractor will prepare and submit two Administrative Drafts and one Screencheck Draft of the IS for City review. The City shall provide one set of consolidated comments for each Draft and Screencheck Draft that are editorial in nature and do not propose revised approaches or analyses. Should the Initial Study require a Print Check Draft, the City will exercise Optional Task 12.

The Contractor will prepare a draft Notice of Availability (NOA) and a draft Notice of Preparation and Notice of Public Scoping using EP's standard formats and text, and a draft Notice of Completion (NOC) using the State Clearinghouse's standard form, for City review as part of the Screencheck Draft IS submittal. The Contractor will prepare a draft distribution list for EP review using information from the City team as well as a list of relevant public agencies, and will finalize the distribution list based on one set of comments from the City to include identification of those to receive the entire IS/NOP and Notice of Public Scoping Meeting (paper or CD), or only the NOP/NOA and Notice of Public Scoping Meeting.

The Contractor will revise, finalize, publish and mail the IS/NOP and Notice of Public Scoping Meeting, the NOP/NOA, and NOC based on one set of City comments on the Screencheck Draft. The Contractor will transmit 15 copies of the IS/NOP to the State Clearinghouse along with the signed NOC, as required in the *CEQA Guidelines*. The Contractor will translate the NOP, NOA, and Notice of Public Scoping into Tagalog. Prior to publication, the Contractor will prepare an

Agreement to Implement Mitigation Measures for the SFMTA to confirm that all mitigation measures in the IS will be included as part of the project.

The Contractor will provide up to 5 paper copies of each administrative draft document, along with electronic versions in Word and PDF. The Contractor will prepare and distribute up to 20 paper copies and 100 CDs of the published IS/NOP and Notice of Public Scoping, and will mail up to 200 Notices of Preparation and Notices of Availability. The Contractor will provide an Affidavit of Mailing of the various documents to EP. The Contractor will provide up to 50 paper copies of the Tagalog version of the NOP and NOA, as well as an electronic version (pdf) for EP to post on its website. The Contractor will provide a PDF of the IS/NOP and Notice of Public Scoping to EP to be posted on the EP website. The Contractor shall ensure that the PDF is in ADA Accessible format. The City will send email notifications and distribute all official material produced by the Contractor.

Deliverables:

- *2a: Review of City-prepared Draft Project Description*
- *2b: Administrative Draft 1 Initial Study*
- *2c: Administrative Draft 2 Initial Study*
- *2d: Screencheck Draft IS, draft NOP, Notice of Public Scoping, NOC, and NOA*
- *2e: Draft distribution list*
- *2f: Final distribution list, based on EP instructions as to who should receive paper copies or CDs of the full Initial Study/NOP and who should receive notices only.*
- *2g: Published Initial Study/Notice of Preparation and Notice of Public Scoping, Notice of Availability of the Initial Study and NOP, Notice of Completion of Initial Study and full copy of Initial Study for State Clearinghouse.*

TASK 3: PUBLIC SCOPING MEETING

The Contractor will hold one public scoping meeting. The Contractor will prepare meeting materials, including sign-in sheets, an agenda, comment cards (in English and Tagalog), up to 25 additional copies of the NOP (5 copies in Tagalog), and up to 3 information boards; one draft of these materials will be submitted to the City for comment prior to finalization. The Contractor will arrange for a venue for the public scoping meeting.

The Contractor will prepare a brief (up to 15 slides) power point presentation summarizing key features of the project, based on information from SFMTA, the purpose of an EIR, and the EIR process. The City will make the formal presentations at the scoping meeting. The Contractor will provide a court reporter to transcribe public testimony at the meeting and a Tagalog interpreter. The City will translate any written comments received in Tagalog (or other languages).

The Contractor will summarize the key issues raised in oral and written comments, organized by topic in a matrix format per EP's CEQA Checklist and provide a draft matrix to the City for review and comment. The Contractor will finalize the matrix of public comments based on one set of consolidated comments from the City. For issues raised through public comment that substantially affect the project description or scope of the analyses, the City will determine in coordination with the Contractor additional analysis and tasks to be exercised through As-Needed Task 30, Additional Technical Studies.

The Contractor will provide electronic copies of the draft scoping meeting materials to the City for review. The Contractor will provide up to 20 paper copies in English and 5 in Tagalog of the NOP at the public scoping meeting. The Contractor will prepare a PowerPoint show with up to 15 slides, with one draft provided in advance for City review and a final provided at the scoping meeting. No paper copies of the draft and final matrix of comments are included in this scope.

Deliverables:

- *3a: Draft scoping meeting materials and scoping meeting venue*
- *3b: Final scoping meeting materials and attend public meeting*
- *3c: Draft matrix of comments and copy of court reporter's transcript of the public meeting*
- *3d: Final matrix of comments*

TASK 4: TRANSPORTATION IMPACT STUDY

Data Collection

The Contractor will collect PM peak period (4:00 to 6:00 PM) pedestrian, bicycle, and vehicular turning movement data for up to 16 study intersections. The Contractor will use counts from the Better Market Street project for the remaining 19 intersections and the study locations. The Contractor will perform additional data collection of pedestrian sidewalk counts at up to eight locations. The City will provide the recent collision data along 6th Street.

The Contractor will provide a copy of the counts for the 16 new intersections to the City and will notify the City team when the information for the other study intersections, and for vehicle queues, transit ridership, parking and loading information has been compiled.

Localized Analysis

Using the data collected, the Contractor will document existing traffic, transit, parking, loading, pedestrian, bicycle, and emergency vehicle access conditions within the transportation study area as outlined in Task 1 Project Work Plan. The Contractor will work with the City to confirm study locations, facilities, and methodologies, and adjust the scope of work during Task 1 Project Work Plan.

The localized analysis, performed by the Contractor, will include descriptions, tables, and graphics for each travel mode. In addition to the qualitative assessment of existing conditions, quantitative analysis of the transportation impacts will include the following for the PM peak period¹:

- Traffic – LOS analysis consistent with the HCM 2000 Methodology using Synchro software at up to 35 study intersections for the PM peak period. Existing vehicle queue information on 6th Street and I-280 will be collected from the Central SoMa Plan EIR and the Railyards Alternatives and I-280 Boulevard Feasibility Study.
- Pedestrian – Pedestrian analysis for corners, curbs, and sidewalks at up to four intersections.

¹ The Contractor proposes to prepare a qualitative analysis of transit conditions with and without the project, informed by limited qualitative analysis of the effect on Muni travel times on 6th Street and adjacent roadways with the proposed project. No land use changes are included in the 6th Street project, nor are there existing or proposed transit stops on 6th Street.

Cumulative Analysis

The Contractor will develop an impact assessment that includes a quantitative analysis of traffic, transit, and pedestrian conditions as described above for the Localized Analysis. The Contractor will assess bicycle, transit, loading, parking, emergency vehicle access, and construction impacts qualitatively.

For the 2040 Cumulative No Project condition scenario (with the Central SoMa Howard/Folsom one-way option), traffic volumes at the study intersections and pedestrian volumes will be based on the travel demand forecasting model runs produced for the Central SoMa and Better Market Street EIRs. The Contractor will develop new traffic forecasts for the 2040 Cumulative scenario for the four study intersections north of Market Street. The San Francisco County Transportation Authority (SFCTA) will provide new runs of the San Francisco CHAMP (SF-CHAMP) travel demand model to evaluate traffic and pedestrian conditions with the 6th Street Pedestrian Safety project in place; this includes Baseline (2015) Plus Project and 2040 Plus Project Folsom/Howard One-Way. The Contractor will develop new traffic forecasts for study intersections for these two study scenarios. The Contractor will develop forecasted pedestrian growth for all three scenarios (Baseline Plus Project, 2040 No Project, and 2040 Plus Project) based on the SF-CHAMP model runs for each scenario. The Contractor will also present a qualitative discussion about the 2040 Plus Project Folsom/Howard Two-Way alternative currently being evaluated for the Central SoMa Plan EIR.

Based on the estimated growth in traffic volumes between existing and 2040 conditions and the capacity-reducing features of the 6th Street Pedestrian Safety Project, the Contractor will calculate the project's contribution to future cumulative conditions at those intersections operating at LOS E or LOS F under 2040 Cumulative conditions.

In addition to the quantitative traffic analysis, the Contractor will evaluate the potential for the project to worsen vehicle queues on the I-280 off-ramp. The Contractor will employ a deterministic queuing model which will inform the City about the need for additional analysis on I-280 or the future Boulevard replacement that is currently being considered.

TIS

The Contractor will prepare and submit two Administrative Drafts and one Screencheck Draft of the TIS for City review; these will document the findings of the work described above and will follow the format specified by EP, and include project description, setting, methodology, impact assessments, and mitigation and improvement measures. The Contractor will prepare appropriate graphics for the TIS. The City shall provide one set of consolidated comments for each Draft and the Screencheck Draft that are editorial in nature and do not propose revised approach or analysis, and are not substantial modifications to the project description or to the cumulative land use or roadway assumptions. For each Administrative Draft, the Contractor will submit up to 4 paper copies and one electronic Word version to the City for review. Up to 2 paper copies and electronic Word and PDF versions of the Screencheck Draft will be submitted to the City for review.

Based on one consolidated set of comments from the City, to be editorial in nature with no revisions to approach or analyses, and on City comments on the Transportation Section of Administrative Draft EIR-1, the Transportation team will revise and finalize the TIS. The Contractor will provide up to 8 paper copies plus 2 CDs with a Word and a PDF version.

Graphics

In addition to graphics developed for the TIS, the Contractor will prepare two annotated views of the length of the project corridor, one showing the existing conditions and the other showing proposed changes based on area maps and street sections provided by the City. The Contractor will prepare two perspective streetscape views of proposed improvements along 6th Street and up to two striping diagrams showing lane configurations on 6th Street and on Golden Gate Avenue. The Contractor will submit two drafts of the six graphics to the City for review and produce a final; all revisions will be completed based on one consolidated set of City comments. Some or all of these graphics may be used in the EIR.

Deliverables:

- *4a: Excel and PDF copies of data collected for up to 16 intersections*
- *4b: TIS-1*
- *4c: TIS-2*
- *4d: Screencheck Draft TIS*
- *4e: Final TIS*
- *4f: Graphic support – First draft*
- *4g: Graphic support – Second draft*
- *4h: Graphic support – Final graphics*

TASK 5: AIR QUALITY IMPACT STUDY

The Contractor will prepare a draft Memorandum Identifying Sources of Operational and Construction Emissions (Sources Memorandum) for the 6th Street Pedestrian Safety Project based on information provided by SFMTA. The Contractor assumes for this scope of work that construction-related emissions would be associated with construction equipment, worker vehicles, haul trucks, as well as related street closures and any changes in Muni operations. Construction-related emissions will also include particulate matter disturbed during proposed grading activities and diesel particulate matter, a toxic air contaminant, from diesel-powered construction equipment and trucks. The City will provide a full list of construction equipment expected to be used for the proposed project. Operational criteria pollutant emissions would occur largely as a result of changes/increases in traffic distribution. The Contractor will prepare a final Sources Memorandum based on one set of consolidated comments from the City.

The project site is in an Air Pollutant Exposure Zone. After completion of the Sources Memorandum, a scope will be submitted to EP in the form of a Draft 1 Air Quality Analysis Scope of Work (Approach Memorandum). Based on one consolidated set of comments from the City, a Draft 2 Approach Memorandum will be prepared and submitted to EP for review. A Final Approach Memorandum will be prepared based on one set of consolidated comments from the City. Once the Approach Memorandum is approved, the Contractor will quantify construction-related and operational criteria pollutants using the CalEEMod Air Quality Model. For construction emissions, both unmitigated and mitigated conditions will be analyzed. The unmitigated condition will assume implementation of the City's Construction Dust Control Ordinance and recently revised Clean Construction Ordinance. Estimated emissions will be compared to the City's significance thresholds. If additional mitigation is necessary, modeling under the mitigated condition will be done to demonstrate that emissions are reduced below the significance thresholds.

Since the project site is located in an Air Pollutant Exposure Zone, a Health Risk Assessment (HRA) is not included and will not be necessary to address construction-related health risks, and the project will be required to implement the EP's standard mitigation measure calling for maximum emissions controls. Since this is a street improvement project and not a development project, EP's standard operational mitigation measures would not apply.

The final deliverable will be an Air Quality Technical Report (AQTR). The AQTR will include a discussion of the regional and local air quality setting, ambient air monitoring data, and current air quality emissions management efforts. The analysis will identify sensitive air pollutant receptors in the vicinity of the project and major existing point and mobile sources of air pollutants, including those in the inventory data compiled by BAAQMD. The analysis will quantify construction-related and operational emissions of criteria air pollutants, evaluate potential health effects on nearby receptors (consistent with EP's air quality guidelines), and identify appropriate mitigation measures, if necessary. The Contractor will submit two drafts of the AQTR to the City, with Draft 2 based on one consolidated set of comments from the City. A Final AQTR will be based on one set of consolidated comments from the City.

Up to 2 paper copies of each draft and final document will be provided in addition to electronic Word and PDF versions.

Deliverables:

- *5a: Draft Memorandum Identifying Sources of Operational and Construction Emissions*
- *5b: Final Memorandum Identifying Sources of Operational and Construction Emissions*
- *5c: Draft 1 Air Quality Analysis Scope of Work (Approach Memorandum)*
- *5d: Draft 2 Air Quality Analysis Scope of Work (Approach Memorandum)*
- *5e: Final Air Quality Analysis Scope of Work (Approach Memorandum)*
- *5f: Draft 1 Air Quality Technical Report*
- *5g: Draft 2 Air Quality Technical Report*
- *5h: Final Air Quality Technical Report*

TASK 6: ALTERNATIVES DEVELOPMENT AND ANALYSIS

After preliminary analysis results have been developed for the transportation and air quality analyses in Tasks 4 and 5, the Contractor will collaborate with the City to establish the potential for significant impacts. The City will determine in consultation with the Contractor the types of changes to the proposed project needed to derive an alternative that reduces or eliminates one or more significant impacts. The Contractor will meet with the City to discuss the elements of the potential alternative and up to one subalternative with minor differences, and provide notes of the meeting. The subalternative shall be defined as having minor differences from the main alternative and require brief qualitative discussions of any different impacts might result in the areas of transportation, air quality and noise and meriting a conclusion that the Initial Study addresses all other topics related to the subalternative but that can be qualitatively evaluated against the selected alternative. The Contractor and the City will attend a second meeting to finalize the alternative and subalternative to be included in the EIR, in addition to the required No Project alternative.

Upon City concurrence on the alternative for the EIR, the Contractor will analyze transportation impacts under baseline and cumulative scenarios as for the proposed project. The transportation analysis will include an evaluation of vehicular traffic, transit, loading, pedestrian,

and bicycle impacts, and parking conditions under the baseline and cumulative scenarios, to a similar level of detail as described for Task 4b. Travel demand forecasts will be developed for the alternative through a new run of the SF-CHAMP travel demand model. The No Project alternative will be similar to the 2040 No Project scenario conditions developed in Task 4 for the TIS. In addition, a qualitative assessment of the subalternative will be prepared; no quantitative analyses are included for the subalternative. Air quality and noise impacts will be discussed qualitatively, based on the results of the analysis prepared for the proposed project. Initial Study topics will be addressed briefly, qualitatively as necessary.

The Contractor will prepare a Draft Alternatives Analysis Report that documents how the alternative was selected, what the transportation, air quality, and noise impacts of the selected alternative and the No Project Alternative would be, how the Initial Study addresses the impacts of the selected alternative and the No Project alternative (the scope assumes that no new analyses of Initial Study topics are required), and how the selected alternative would reduce or eliminate any significant impacts identified for the proposed project. The Contractor will prepare a Final Alternatives Analysis Report based on one set of consolidated comments from City staff, assumed to be editorial in nature and require no new technical analyses. Up to 4 paper copies of the Draft and Final Alternatives Analysis Report will be provided along with electronic copies in Word and PDF format.

Deliverables:

- *6a: Attendance and documentation of up to two Alternatives Approach Meetings*
- *6b: Draft Alternatives Analysis Report*
- *6c: Final Alternatives Analysis Report*

TASK 7: DRAFT ENVIRONMENTAL IMPACT REPORT

The Contractor will prepare an Administrative Draft EIR (ADEIR) for City review. ADEIR-1 will consist of the Project Description from the IS; a brief listing of plans and policies consulted and discussion of conflicts with them (if any); the Setting, Impacts, and Mitigation Measures chapter summarizing the project-specific and cumulative impacts identified in the TIS and the AQTR and presenting the results of the noise and vibration impacts analysis; the Other CEQA Issues chapter discussing Growth-Inducing impacts, listing any significant and unavoidable impacts, and any known controversy and issues to be resolved; and the Alternatives chapter describing the No Project Alternative and the alternative and subalternative developed in Task 6 and their impacts, comparing the impacts of the alternatives to those of the proposed project, and briefly discussing alternatives that were considered and rejected.

The Contractor will prepare an analysis of noise and vibration impacts for the EIR, as the proposed project could result in adverse noise and/or vibration impacts on adjacent sensitive receptors and vibration impacts on underground utilities and potentially fragile or historic buildings during construction. The project could also result in changes in traffic distribution that could increase the potential for noise conflicts between existing (and any planned) residential uses in areas with increased traffic. The Contractor will conduct noise monitoring (up to two long-term and four short-term measurements, if feasible) and review existing available noise data to characterize the existing ambient noise environment. If necessary, the noise analysis will use the impact methodology for construction projects outlined by the Federal Transit Administration, which accounts for proximity to receptors, usage factors (fraction of time equipment is in use over the specified time period), construction hours (time of day), types of

equipment to be used, construction duration, and the nature of noise sources (continuous verses peak noise levels).

The Contractor will quantify construction and operational-related noise levels and compare them to the City's land use compatibility guidelines, and the noise ordinance limits (Article 29 of the Police Code) and noise-related policies. The Contractor will evaluate and discuss the project's contribution to any cumulative noise impacts resulting from identified planned projects in the vicinity. If impacts are determined to be significant, the Contractor will identify specific noise control measures and discuss their ability to reduce noise levels where feasible. No additional technical analyses will be prepared for the Draft EIR.

The Contractor will revise ADEIR-1 based on one consolidated set of comments from the City, assumed to be editorial in nature, and prepare ADEIR-2 (including a Summary chapter and an Introduction) for City review.

The Contractor will revise ADEIR-2 EIR based on one consolidated set of comments from the City, assumed to be editorial in nature, and prepare and submit the Screencheck Draft to EP and SFMTA for review. Along with the Screencheck Draft, the Contractor will prepare and submit a draft Mitigation Monitoring and Reporting Program to the City, to include all mitigation measures in the IS and any additional measures identified in the Draft EIR.

The Contractor will revise the Screencheck Draft based on one set of consolidated comments from the City to prepare a Print Check Draft of the EIR to submit to EP for final review and authorization to publish. A draft Notice of Availability (NOA) will be submitted to EP with the Print Check draft. The Contractor will compile the Administrative Record for the Draft EIR and will provide one paper copy and an electronic copy on CD for EP's files. A draft of the Administrative Record is not included.

The Contractor will publish 75 paper copies of the Draft EIR and 125 CDs, as authorized by EP. A final NOA will be prepared and up to 175 copies in English and 50 copies in Tagalog will be printed for mailing. Electronic copies in PDF (accessible) and Word will be provided to EP on separate CDs. The PDF will be posted on the Planning Department website by EP. The Contractor will update the distribution list for the Draft EIR paper copies and CDs and the NOAs will use the mailing list prepared in Task 2, IS/NOP with additional names and addresses obtained during the public scoping process and any additional names and addresses provided by EP or SFMTA up to two weeks prior to the mailing date. EP will identify those on the mailing list who will receive paper copies or CDs of the Draft EIR and those who will receive only the NOA. The Contractor will also prepare 15 paper copies of the Summary Chapter of the Draft EIR, accompanied by 15 CDs of the full Draft EIR for transmittal with the signed Notice of Completion to the State Clearinghouse. Any individuals or organizations on the distribution list who provide only e-mail addresses will receive the Notice of Availability via e-mail from EP.

The Contractor will attend the public hearing on the Draft EIR scheduled at least 30 days after Draft EIR publication during the 45-day public comment period, and provide the services of a court reporter and a Tagalog interpreter. Only the Notice of Availability document will be translated into Tagalog.

Deliverables:

- *7a: Administrative Draft EIR 1*
- *7b: Administrative Draft EIR 2, with Summary Chapter*
- *7c: Draft 1 MMRP*

- 7d: *Screencheck Draft EIR*
- 7e: *Print Check Draft EIR and Draft Notice of Availability*
- 7f: *Publish Draft EIR and NOA*
- 7g: *Attend Draft EIR Hearing and provide court reporter*
- 7h: *Final Administrative Record for DEIR*

TASK 8: RESPONSES TO COMMENTS

The Contractor will bracket comments received on the Draft EIR during the public review period. Contractor will organize them by CEQA topic, grouping similar comments to allow for essay responses. For the purposes of bracketing and the matrix, it is assumed that no more than 20, 2-page comment letters will be received and that no more than 10 persons, including Planning Commissioners, will comment at the public hearing on the Draft EIR. The Contractor will submit a draft matrix of comments, organized by topic, to the City, along with a set of draft bracketed comments. Based on one consolidated set of City comments, the Contractor will identify comments to be responded to by EP, SFMTA, or City Attorney staff.

Contractor will assess the volume of comments received on the Draft EIR and advise SFMTA on whether Optional Task 14, Optional Task 20, or a combination of the two should be authorized by SFMTA. Reading all comments received, and preparation of responses to them are not included in this task. If Optional Tasks 14 and 20 are not appropriate, SFMTA will authorize a task under As-Needed Task 30, which will cover scoping and budgeting the Responses with EP, bracketing the comments and preparing a matrix, and preparing the Responses to Comments document.

Contractor will prepare a second draft MMRP for City review, to be submitted with the Screencheck Draft of the RTC document. Based on one set of consolidated comments on the second draft MMRP, Contractor will submit a final MMRP to the City. An electronic version of the MMRP will be provided in Word only.

Preparation of Draft CEQA Findings is Optional Task 15. The City will prepare Final CEQA Findings.

Deliverables:

- 8a: *Draft matrix of comments and bracketed comment letters and transcript*
- 8b: *Assess the volume of comments on Draft EIR*
- 8g: *Draft 2 MMRP*
- 8h: *Final MMRP*

TASK 9: EIR CERTIFICATION

The Contractor will attend the Planning Commission certification hearing, and prepare brief notes summarizing any public comment and the Planning Commission's action. No review and revision of these notes are proposed.

The Contractor will prepare presentation materials (up to 20 power-point slides) using information and graphics from the EIR, for the SFMTA Board of Directors following EIR certification by the Planning Commission, and up to two Contractor staff will attend one SFMTA Board of Directors meeting on the Final EIR. The Contractor will assist City staff in responding

to questions if requested; the Contractor will not make a formal presentation to the Board of Directors.

Deliverables:

- *9a: Attendance at Final EIR certification hearing and notes of public comment at that hearing.*
- *9b: Presentation materials (up to 20 Powerpoint slides) and attendance at one SFMTA Board of Directors hearing.*

TASK 10: CONSOLIDATED FINAL EIR

The Contractor will prepare an Administrative Draft FEIR, comprised of the Draft EIR that incorporates all text changes in responses and in the staff-initiated text changes section of the RTC document, the RTC document as the final chapter in the EIR, the EIR Appendices, with the final Certification Motion inserted at the front of the document. The Contractor will submit one paper copy and electronic copies in Word and PDF to EP for review. A consolidated Final EIR will be prepared based on EP comments. We will provide one paper copy and one PDF of new materials, if any, to EP for a final Administrative Record.

Up to 20 paper copies and up to 100 CDs of the Final EIR will be prepared. Word and PDF (accessible) electronic versions will be provided to EP for its files and to post on the Planning Department website.

Deliverables:

- *10a: Administrative Draft Final EIR*
- *10b: Final EIR*
- *10c: Final Administrative Record*

TASK 11: ADMINISTRATION AND MEETINGS

The Contractor will coordinate and attend up to 36 bi-weekly meetings, 18 to be in person and 18 to be 1-hour conference calls with key representative Contractor team members in attendance. These meetings are to ensure regular communication among City staff and the Contractor team. The Contractor will prepare draft and final agendas, send meeting invitations, and prepare and distribute brief notes of key decisions made at the bi-weekly meetings. The Contractor will finalize draft meeting notes based on one set of consolidated City comments if received within five (5) working days of submittal of the draft meeting notes. The agendas and final meeting notes will be maintained in a separate file with the Contractor and will be provided to the City if requested.

The following EIR documents will be made accessible for all users in compliance with Section 508: Published NOP/IS, NOA for IS, published Draft EIR, NOA for Draft EIR, published RTC document, and consolidated Final EIR. These final documents may be posted on the SFMTA website or distributed to the SFMTA Board of Directors.

The Contractor will prepare up to five (5) updates/revisions to the project schedule prepared in Task 1 Work Plan, based on information and direction from the City.

Deliverables:

- 11a: Attendance at 18 in-person and 18 conference call team meetings, including draft and final agendas and draft and final meeting notes (the latter assumes receipt of City comments within 5 working days of submittal of draft meeting notes).
- 11b: Accessible format: Published NOP/IS, NOA for IS, published Draft EIR, NOA for Draft EIR, published RTC document, and consolidated Final EIR.
- 11c: Up to 5 updates of the Project Schedule

OPTIONAL TASK 12: PRINT CHECK DRAFT INITIAL STUDY/NOP

If requested by EP and authorized by SFMTA, the Contractor will augment Task 2 preparation and submittal of a Print Check Draft of the Initial Study/NOP to EP for final review and authorization to publish and distribute based on one set of consolidated comments from the City on the Screencheck Draft/NOP.

Deliverable:

- 12: *Print Check Draft Initial Study/NOP*

OPTIONAL TASK 13: ADDITIONAL ALTERNATIVE

This task will augment Task 6, Alternatives Analysis, if authorized by SFMTA. The Contractor will meet with the City to develop an additional alternative to be analyzed in the Draft EIR. Based on this meeting and on technical information from SFMTA about the additional alternative, the Contractor will prepare a brief description of the Alternative and submit it to the City for review.

Upon City concurrence on the additional alternative for the EIR, the Contractor will analyze transportation impacts under baseline and cumulative scenarios as for the proposed project. The transportation analysis will include an evaluation of vehicular traffic, transit, loading, pedestrian, and bicycle impacts, and parking conditions under the baseline and cumulative scenarios, to a similar level of detail as described for the TIS in Task 4. Travel demand forecasts will be developed for the alternative through a new run of the SF-CHAMP travel demand model.

The Consultant team will analyze the other impacts of the additional alternative qualitatively, as for the alternative in Task 6, submit a draft analysis of the alternative in memo format with the revised description of the alternative to the City for review. The Contractor will revise and finalize the additional alternative memo based on one set of consolidated City comments, and include the additional alternative in the Draft EIR.

The Contractor will submit two paper copies and a Word version of the draft additional alternative memo; up to 4 paper copies and electronic copies in Word and PDF of the final additional alternative memo will be submitted.

Deliverables:

- 13a: *Meeting with City; establish features of the additional alternative; draft and electronically submit a description of the additional alternative in Word format for EP review*
- 13b: *Submit draft analyses of the additional alternative*
- 13c: *Revise and submit final analyses of additional alternative*

OPTIONAL TASK 14: RESPONSES TO COMMENTS

Based on one consolidated set of City comments on the draft matrix of comments and bracketed comment letters and transcript prepared in Task 8, the Contractor will prepare a final matrix of comments and bracketed comment letters and transcript, and distribute the comment groups to the Contractor team and City agencies to prepare responses. The Contractor will draft responses, compile responses provided by EP, SFMTA, and/or City Attorney staff, and submit Draft 1 of the Responses to Comments (RTC) document to the City for review.

It is assumed that no more than 20, 2-page comment letters will be received and that no more than 10 persons, including Planning Commissioners, will comment at the public hearing on the Draft EIR, and that all public and agency comments on the Draft EIR are received by Contractor within five working days of the close of the public comment period. It is assumed that no substantial changes in the proposed project or the analyses of impacts will be requested by the City or required in response to public comments and no new technical analyses will be necessary.

Based on one set of consolidated comments from the City on the RTC Draft 1 document, assumed to be editorial in nature, the Contractor will revise the responses and prepare RTC Draft 2 for City review. Following receipt of one set of consolidated comments from the City on RTC Draft 2, the Contractor will prepare and submit a Screencheck Draft of the RTC document for City review. The Contractor will prepare the final RTC document based on one consolidated set of comments from the City on the Screencheck Draft. No Print Check draft is included. The Contractor will provide electronic copies in Word and PDF (accessible) to EP on separate CDs for Planning Department files and for EP to post on the Planning Department's website. The Contractor will produce up to 20 paper copies and 40 CDs. The Contractor will organize distribution of the RTC document to persons and organizations who commented based on EP's instruction as to who should receive paper copies and who should receive CDs. It is assumed that 12 of the paper copies will be for the Planning Commission and EP files. Any commenters that provide only e-mail addresses will receive an e-mail notification of the availability of the RTC document on the Planning Department website via e-mail from EP.

Deliverables:

- *14a: Final matrix of comments and bracketed comment letters and transcript*
- *14b: Draft 1 of RTC document*
- *14c: Draft 2 of RTC document*
- *14d: Screencheck Draft of RTC document*
- *14e: Final RTC document*
- *14f: RTC Admin Record*

OPTIONAL TASK 15: CEQA FINDINGS

The Contractor will prepare one draft of CEQA Findings for the City's use. The City will prepare Final CEQA Findings.

Deliverable:

- *15a: Draft CEQA Findings*

OPTIONAL TASK 16: ADDITIONAL TEAM MEETINGS (12)

Key representative Contractor team members will attend up to 12 additional meetings or conference calls, including preparing draft and final agendas and draft and final brief notes of key decisions made at those meetings, as in Task 11a.

Deliverables:

- *16a: Attendance at up to 12 meetings*

OPTIONAL TASK 17: PREPARE UP TO 8 QUARTERLY STATUS REPORTS

The Contractor will prepare and submit to the City up to 8 quarterly status reports describing work completed by Task and identifying any unresolved issues that need attention. Revisions to any status reports submitted are not included.

Deliverables:

- *17a: Quarterly status reports (8 maximum)*

OPTIONAL TASK 18: SFMTA MANAGEMENT MILESTONE MEETINGS

Up to 4 members of the Contractor team will attend up to 4 milestone meetings with SFMTA management staff. The Contractor will prepare presentation materials, consisting of powerpoint presentations of up to 15 slides, in coordination with City staff, based on presentation materials provided by SFMTA and/or materials prepared under Task 4, Deliverable 4h, Graphic Support. No new graphics will be prepared for these meetings. Up to 15 paper copies of the presentation materials will be provided.

Deliverables:

- *18a: Powerpoint presentation (up to 15 slides) for and attendance at meeting 1*
- *18b: Powerpoint presentation (up to 15 slides) for and attendance at meeting 2*
- *18c: Powerpoint presentation (up to 15 slides) for and attendance at meeting 3*
- *18d: Powerpoint presentation (up to 15 slides) for and attendance at meeting 4*

OPTIONAL TASK 19: APPEAL OF EIR CERTIFICATION

The Contractor will assist EP and SFMTA to prepare materials in response to an appeal of certification of the Final EIR if one is filed. The scope for this Optional Task assumes that the appeal raises no more than four (4) key issues, and that there are no more than a total of 10 issues to be responded to. The scope also assumes that no new technical analyses will be necessary to prepare complete responses to the concerns raised, and that no more than 2 additional or revised graphics will be included in the responses. The Contractor will review the appeal letter (only one is assumed), hold a conference call with the City team regarding approaches to responding to the appeal, and prepare a Draft Appeal Response Memorandum in EP's most-current format. The Contractor will revise the Draft and prepare a Final Appeal Response Memorandum based on one set of consolidated comments from the City on the Draft. In total, this optional task includes up to 378 consultant team staff hours.

The Contractor will submit the Draft Memorandum to the City for review in Word version only; up to 15 paper copies and 20 CDs of the Final Appeal Response Memorandum will be provided

Deliverables:

- 19a: *Conference call with City to establish approach to memorandum and Draft Appeal Response Memorandum*
- 19b: *Final Appeal Response Memorandum*

OPTIONAL TASK 20: ADDITIONAL RESPONSES TO COMMENTS ON DEIR

The Contractor will bracket and organize comments from up to 20 additional 2-page letters or commenters at the Draft EIR public hearing and will respond to the bracketed comments as for the RTC document in Task 8, assuming no more than two new issues are raised in the additional comments and the remainder are the same issues as received in Task 8. As for the comments on the Draft EIR addressed in Task 8, the Contractor assumes that all public and agency comments on the Draft EIR will be received at Contractor within five working days of the close of the public comment period. The 20 additional letters or public hearing comments will be integrated into the RTC document and will be subject to the same rounds of EP and SFMTA review and comment as the main RTC document performed in Task 8.

Deliverables:

- 14a: *Additional scope to be added to Task 8*

OPTIONAL TASK 21: SURVEY OF SIXTH STREET

The Contractor, represented by its engineering surveyor subconsultant, will conduct an engineering survey of 6th Street between Market Street and Brannan Street within the limits shown on the Survey Limit Map below and described as follows: Survey limit on Golden Gate Avenue shall be 100 feet West of Jones Street. Survey Limit South of 6th Street shall be the entrance to the I-280 on-ramp (located at the south side of the intersection of 6th Street and Brannan Street). These are known as “Endpoints.” Survey limit on the streets perpendicular to 6th Street (Stevenson, Jessie, Mission, Minna, Natoma, Howard, Tehama, etc.), shall be 100’. These are known as “Sidepoints.” The coordinate systems to be used are:

- Horizontal Control City of San Francisco Coordinate System 2013 (CCSF-CS13)
- Vertical Control SF CCSF-CS13 (NAVD88)

The Contractor’s engineering surveyor subconsultant will carry out the following scope of work:

1. Existing curb ramp elevations, building footprints, right of way lines, entrances, driveways, basements, street structures, utility boxes and poles, castings, parking meters, parking indicators in parking strip, fire hydrants, fire hydrant valves, fire alarms, street signs, bus shelters, push buttons, survey monuments, muni overhead lines, catch basins, inverts, manholes, utility vaults, stairways, steps, vents, basement shafts, islands, in-road tracks, planters, trees, and vertical obstruction;
2. Elevation points back of sidewalk (building footprint), top of curb, gutter flow line, curb alignment
3. Sidewalk points shall be every 10’ in both longitudinal and transverse directions starting from the ROW until survey limit is reached;
4. Street points across entire roadway width shall be every 10’ starting from the existing curb alignment in both longitudinal and transverse directions: Please include parking strip middle and

end points, lane lines (middle and end points), street crown, bus stops, curb striping, street striping, bike lane striping, crosswalk striping, street structures;

5. Any changes of grade on sidewalk or street.

Items not included in this scope of work include: Boundary, Photos, Underground utilities, Night work.

Once the survey has been completed by the Contractor's engineering surveyor subconsultant, the Contractor will conduct a field visit to verify that the elements listed have been included in the survey. The Contractor cannot confirm the accuracy of each item, only whether the elements have been included; if any elements are missing based on the field visit, the Contractor will compile a list of items and discuss with the surveyor subconsultant.

Deliverables:

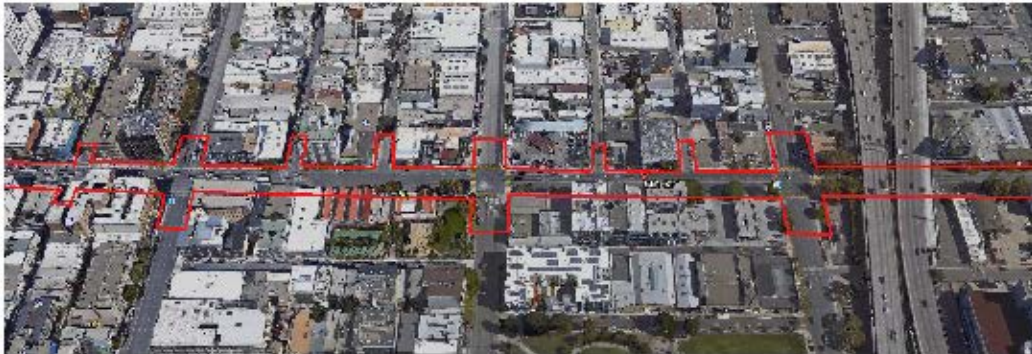
- *21a: Topographic Map (24" x 36") at an appropriate scale topographic map typically (1"=10') for Phase 1, Golden Gate Avenue to Folsom Street*
- *21b: Topographic Map (24" x 36") at an appropriate scale topographic map typically (1"=10') for Phase 2, Folsom Street to Brannan Street*
- *21c: Field visit and review of survey elements*

Survey Limit Map

Golden Gate to Howard



Howard past HWY80



HWY80 to HWY280



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OPTIONAL TASK 22: STRIPING PLAN

The Contractor will use the AutoCAD basemap file for 6th Street provided by the SFMTA to draw the existing striping plan from Brannan Street to Market Street. The scope and fee assume that the existing curb locations are included in the delivered basemap file. The Contractor will confirm the existing lane dimensions, line striping types and locations, and curb alignments and will submit the Draft Existing Striping Plan in both AutoCAD and PDF format. The Contractor will respond to one set of consolidated comments from the SFMTA and re-submit the Final Existing Striping Plan. No written response to comments will be developed.

After completion of the Existing Striping Plan, the Contractor will use SFMTA mark-ups for up to two project design alternatives to create Alternative Draft Proposed Striping Plans in both AutoCAD and PDF format. These plans will include 6th Street between Brannan Street and Market Street, and Golden Gate Avenue from Market Street to 100 feet west of Jones Street. The Contractor will submit two sets of plans to SFMTA, and SFMTA will choose one set of plans with which to move forward. The Contractor will implement up to three rounds of edits from the City for the selected Proposed Striping Plan. The third and final rounds of edits will result in a Final Proposed Striping Plan for 6th Street and Golden Gate Avenue that meet city standards for layering, labeling, layouts, and dimensions. No written response to comments will be developed.

The Contractor will also provide a set of turning template diagrams that illustrate the ability of large vehicles to successfully make all turning movements on to and off of 6th Street and Golden Gate Avenue. These template diagrams will be developed for AASHTO SU-30, AASHTO WB-40, and SFMTA SFFD Ladder Truck vehicles and will include physical elements beyond the existing and proposed curb lines, including fire hydrants, FH vales, notations about parking restrictions, parked cars near intersections, and painted zones. This task includes the level of effort for data collection/field review to verify the location of the additional features. Based on all of the potential turning movements between Brannan Street and Jones Street on the corridor, the Contractor will complete up to 62* turning templates for each vehicle type, to be provided in both AutoCAD and PDF format. Only one version of each turning template diagram has been scoped – modifications that require additional diagrams will require a scope and fee adjustment.

*Locations for turning template diagrams:

- Brannan Street (2)
- Bryant Street (4)
- Ahern Way (4)
- Harrison Street (4)
- Clara Street (2)
- Shipley Street (2)
- Folsom Street (4)
- Clementina Street (2)
- Howard Street (4)
- Natoma Street (4)
- Minna Street (4)
- Mission Street (8)
- Jessie Street (6)
- Stevenson Street (4)
- Market Street (4)
- Jones Street (2)

- Tehama Street (2)

The Contractor will also modify files provided by the SFMTA for the Existing Striping Plans on up to eight cross-street intersections with 6th Street and Golden Gate Avenue. The Contractor assumes that the files provided will have all of the necessary information and will require no field verification of design elements, and that no more than 400 feet of the cross-street sections on either side of 6th Street will need modifying. The Contractor will submit up to eight Draft Proposed Cross-Street Striping Plans. The Contractor will respond to one round of consolidated comments on the draft plans and provide Final Proposed Cross-Street Striping Plan that meet city standards for layering, labeling, layouts, and dimensions. No written response to comments will be developed.

Deliverables

- *22a: Draft and Final Existing Striping Plan of 6th Street*
- *22b: Alternative Draft Proposed Striping Plans (Up to two alternatives)*
- *22c: Draft and Final Proposed Striping Plans (One alternative – two drafts and one final)*
- *22d: AutoTurn Turning Template Diagrams*
- *22e: Draft Proposed Cross-Street Striping Plans (Up to Eight)*
- *22f: Final Proposed Cross-Street Striping Plans (Up to Eight)*

OPTIONAL TASK 23: PEDESTRIAN VOLUME MODEL

The Contractor will incorporate recent and relevant data to re-estimate the San Francisco pedestrian volume model developed in 2010. Dr. Robert Schneider at the University of Wisconsin-Milwaukee and will serve as a technical advisor on key tasks as part of this effort.

SFMTA currently uses the pedestrian volume model to estimate daily pedestrian volumes on a corridor level, typically to inform grant applications. The goal of this effort is to create a resource that provides a quick and transparent pedestrian count estimate or basic scale of pedestrian activity without requiring the SFMTA to conduct lengthy and costly counts; and allows the SFMTA to conduct a sensitivity analysis to test the effects of land use and transportation network changes on pedestrian volumes.

The following subtasks describe the scope of work for this task.

Task 23a: Meeting Attendance

The Contractor will attend up to five in-person meetings, including a kick-off meeting, two meetings during Task 23d and two meetings during Task 23e. The Contractor will prepare information such as agendas, action item lists, and other administrative tasks for each meeting or conference call.

Deliverables:

- *23a.: Attendance at 5 meetings: Kick-off meeting; 2 meetings during Task 23d; 2 meetings during Task 23e.*

Task 23b. Validate Model Using Recent Counts

The Contractor will compile recent pedestrian counts provided by the SFMTA, as well as additional counts conducted for recent Fehr & Peers projects. No new counts will be collected

as a part of this task. The Contractor will compare the recent counts to the model volume estimates and determine the differences between the two. The Contractor will focus on locations with the largest differences to investigate why this is the case and identify potential trends in discrepancies. The findings from this task will help guide the model re-estimation under Task 23d.

Deliverable

- 23b: Summary table (Excel) of recent counts versus model estimates with brief write-up describing largest differences.

Task 23c. Update Model Inputs with Recent Data

The Contractor will compile the most recent data available for the original model input variables. The table below summarizes the six original model variables, the original data source, and a proposed updated source. The Contractor has assumed that the updated household data, parking data, and signal data will be provided by the SF Planning Department and the SFMTA in GIS format. The Contractor will incorporate the most recent information into the updated model estimated under Task 23d.

| Original Model Variable | Original Source | Proposed Source Update |
|---|---|--|
| Households | US Census and SF Planning Department (2000) | US Census (2010) and SF Planning Department (2015) |
| Employment | Association of Bay Area Governments (ABAG) projections (2010) | ABAG projections (2015) and Longitudinal Employer-Household Dynamics (LEHD) (2011) |
| High-Activity Zone (on-street metered parking) | SF Planning Department parking meter data (2010) | SFpark parking meter data (2015) |
| Maximum Slope of Approaches | SFMTA (2010) | Same |
| University Campus | SF Planning Department (2010) | Same (using network-based watershed) |
| Traffic Signal Control | SFMTA (2010) | SFMTA (2015) |

Deliverable

- 23c: Database (Excel and GIS) with most recent data by intersection for six original model variables, including metadata.

Task 23d. Enhance Model with Additional Inputs

The Contractor will work with the SFMTA to develop a list of additional variables that could be useful predictors of pedestrian volumes. The list of variables will include new data, as well as data that were previously studied for the original model but ultimately rejected. The Contractor will be able to enhance the set of candidate model variables for the model update due to expanded GIS capabilities in the past five years and the City's expanded capacity to collect larger datasets. This effort will use data compiled by the City for TransBASE, WalkFirst, Streetscape Prioritization, and any other relevant efforts.

Additional model inputs could include:

- Transit station locations, passenger counts or arrival times;
- Measures of commercial activity or mix of uses (e.g., retail, entertainment);
- Measures of distance based on street network or walking time (accounting for accessibility factors such as street grade);
- School enrollment;
- Tourist destinations;
- Street connectivity using spatial analysis;
- Traffic control device types;
- Presence of marked crosswalks and crosswalk types; or
- Roadway facility types, lane widths, or vehicle speeds (e.g., arterials).

In identifying additional model inputs, the Contractor will consider whether the data are forecastable. Only data with solid projections can be included in the model if the model is to be used for the predictive purpose of estimating future pedestrian volumes.

The Contractor has assumed that the SFMTA will provide intersection-level data for many of the variables. The Contractor has allocated up to 46 staff hours to assist with dataset analysis and compilation. The Contractor will attend up to two in-person meetings to discuss outcomes of Tasks 23a-23c and next steps (included in Task 23a above).

Deliverables:

- *23d.1: Draft list of potential additional model inputs*
- *23d.2: Final list of additional model inputs and database (Excel and GIS) with potential additional model inputs, including metadata.*

Task 23e. Re-Estimate Model Using Recent Data and Additional Inputs

The Contractor will re-estimate the pedestrian volume model using recent pedestrian counts compiled under Task 23b, recent input data compiled under Task 23c, and additional variables compiled under Task 23d. The greater the number of observations (i.e., intersections) with reliable count and input data, the stronger the model will be. The Contractor has not included new pedestrian counts as part of the base scope for this project, and could conduct new pedestrian counts as an additional service. Alternatively, results from new pedestrian counts conducted by the SFMTA could be incorporated into this effort.

The Contractor will develop three candidate models, and for each model we will produce a dataset with the intersection-level pedestrian volume estimates and a map visualizing the volumes. The Contractor will attend one meeting with SFMTA staff to review the three candidate models and their outputs and to identify a preferred final model, which could be one of the three candidate models or a variation of them (included in Task 23a).

Based on input received during the meeting, the Contractor will estimate the final model and produce a dataset and map with the final intersection-level pedestrian volume estimates. The Contractor will attend one meeting to review the final model with SFMTA staff (included in Task 23a).

Deliverables

- *23e.1: Dataset (Excel and GIS), map, and brief summary for each of three candidate models.*
- *23e.2: Dataset (Excel and GIS), map, and brief summary for final model.*

Task 23f. Document Model Development and Applications

The Contractor will document the development and application of the updated pedestrian volume model in a paper for TRB submission. The Contractor will compile and provide to the SFMTA all Excel workbooks and spatial datasets created for the analyses in the tasks above. The Contractor will also provide the model outputs in a spatial format that can be integrated with the city's other databases (see Task 23d). In the documentation, the Contractor will lay out the questions that the model can help answer and how the SFMTA can best integrate the model volume estimates into its ongoing and future work.

Deliverables:

- *23f.1: Draft model development summary paper and graphics.*
- *23f.2: Final paper and graphics, based on one set of consolidated comments from the SFMTA.*

OPTIONAL TASK 24: OUTREACH SUPPORT

Contractor will provide support to SFMTA for a public meeting on the Sixth Street Project and EIR process. Contractor will prepare a draft mailing list of the owners and occupants of buildings facing the project alignment for SFMTA review; SFMTA will provide addresses of other stakeholders to be included in the final list. Based on one round of review by SFMTA, Contractor will finalize the mailing list. SFMTA will book the venue and prepare a postcard-sized meeting invitation/notice in PDF to inform neighborhood residents/stakeholders of the meeting. Contractor will mail up to 500 of the postcard-sized meeting invitations on an agreed-upon date, and provide confirmation of the mailing to SFMTA.

During the public meeting, three Contractor staff members will be on hand for up to four hours to support City staff in answering questions about the project and the EIR process. Contractor will provide an interpreter for Tagalog. SFMTA staff will make the presentation. Contractor will set up the presentation materials, such as SFMTA boards and factsheet, in advance of the meeting start time; provide a laptop for collecting the names and emails of attendees at a sign-in station; and provide requisite stationery supplies, such as markers and easels, for use during the meeting. At the meeting's conclusion, Contractor will remove all presentation materials from the

venue. No new maps, graphics, layouts or boards are included. Within five business days Contractor will provide SFMTA with an Excel spreadsheet with meeting attendees' names and email addresses taken at the sign-in station.

Contractor will prepare a draft summary of the public meeting that includes attendance, a list of major issues or talking points, and a summary of issues raised in public comments. Contractor will revise the summary in response to one round of consolidated SFMTA comments and provide a final summary

Deliverables:

- 24 a: Draft Mailing List.
- 24b: Final Mailing List.
- 24c: Postcard mailing (500) and confirmation of mailing.
- 24d: Attendance by 3 staff and 1 interpreter at public meeting.
- 24e: Set up, provide laptop and stationery supplies
- 24f: Excel spreadsheet of attendees with email addresses.
- 24g: Draft summary of meeting.
- 24h: Final summary of meeting.

OPTIONAL TASK 25: ADDITIONAL OUTREACH MEETING (PER MEETING)

SFMTA may wish to hold an additional public outreach meeting or meeting. For each subsequent meeting authorized by SFMTA, Contractor will mail up to 500 postcard-sized meeting invitation/notices, provided in pdf by SFMTA, to the addresses on the final mailing list developed for Task 24. Contractor will provide SFMTA with confirmation of mailing.

Contractor will set up the meeting, provide a laptop for sign-in and stationery supplies for the meeting. No new maps, graphics, layouts or boards are included. During the meeting, three Contractor staff members for up to four hours to support City staff in answering questions about the project and the EIR process. SFMTA staff will make the presentation. Contractor will provide an interpreter for Tagalog at the meeting. Within five business days Contractor will provide SFMTA with an Excel spreadsheet with meeting attendees' names and email addresses taken at the sign-in station.

Contractor will develop a draft summary of the public meeting with attendance, a list of major issues or talking points, and a summary of issues raised in public comments. Contractor will revise the summary in response to one round of consolidated SFMTA comments and provide a final summary.

Deliverables:

- 25: Support at additional public meeting (per meeting).
- 25a: Postcard mailing (500) and confirmation of mailing.
- 25b: Attendance by 3 staff and 1 interpreter.
- 25c: Set up, provide laptop and stationery supplies.
- 25d: Excel spreadsheet of attendees with email addresses.
- 25e: Draft summary of meeting.
- 25f: Final summary of meeting.

OPTIONAL TASK 26: BICYCLE PLAN EIR ADDENDUM SCOPE OF WORK

The following draft scope of work presents the tasks associated with preparation of an Addendum to the 2009 Bicycle Plan EIR for expansion/update of the minor improvements supporting bicycle travel in San Francisco and project-level impact analysis of some of these minor improvements. The purpose of this scope of work is to detail the tasks and assumptions, and provide an overall understanding of the service to be performed by the Contractor. Subsequent changes to the scope of work, in response to additional review by the Planning Department's ERO, and possibly the City Attorney, may require revisions to costs allocated for this optional task.

Task 26a: Project Review and Initiation

The Contractor will meet with the SFMTA and Planning Department to initiate the project. The purpose of this meeting will be to review roles and responsibilities, overall timeline and deliverable schedule, staffing for the project on the consultant team, and specific objectives at initiation of the project. The Contractor will review the 2009 Bicycle Plan EIR and pertinent documents. This will include review of the minor improvements identified in the Bicycle Plan EIR, review of the current Bicycle Plan Route Network, and review of an expanded set of bicycle facilities/treatments to be utilized by the SFMTA to improve bicycle safety in the City.

The nine minor improvement treatments included in the Bicycle Plan EIR analyzed at a program level were:

1. Sharrows
2. Bicycle Racks on Sidewalks
3. On-Street Bicycle Parking
4. Bicycle Boxes
5. Minor Pavement Marking Changes
6. Colored Pavement Materials
7. Signage Changes
8. Traffic Signal Changes
9. On-Street Vehicle Parking

The expanded set of bicycle treatments currently under consideration by the SFMTA include:

1. Bike boxes (duplicate from Bicycle Plan EIR)
2. Two-stage left turn queue boxes
3. Bicycle parking
 - a. Sidewalk bike racks (duplicate from Bicycle Plan EIR)
 - b. On-street bike corrals (duplicate from Bicycle Plan EIR)
 - c. On-street bike lockers
4. Bike lanes
 - a. Conventional bike lanes

- b. Contraflow bike lanes
5. Protected bike lanes
- a. Physical barrier-separated bike lanes
 - b. (Vehicle) Parking-separated bike lanes
 - c. Grade-separated bike lanes or cycletracks
6. Bike lanes behind transit islands
7. Shared transit/bicycle lanes
8. Sharrows (duplicate from Bicycle Plan EIR) and greenback sharrows

Resources

The SFMTA will provide relevant planning documents including, but not limited to, the 2009 Bicycle Plan, the 2009 Bicycle Plan EIR, the Bicycle Strategy, and associated background technical analyses.

The Planning Department will provide any CEQA documentation that was prepared for implementation of minor improvements subsequent to the 2009 Bicycle Plan EIR.

Deliverables

- *26a: Kick-off meeting with the SFMTA and Planning Department*

Subsequent changes to the scope of work resulting from or following the kick-off meeting may require revisions to costs allocated for this optional task.

Task 26b: Draft Revisions to the EIR Project Description

As part of this task, the Consultant will prepare revisions to the Bicycle Plan EIR Project Description to reflect updates and additions to the minor improvements, and assess some new treatments at a programmatic level.

For each minor improvement/treatment listed in Task 26a, the SFMTA will provide implementation guidelines, as well as information related to construction/implementation of each treatment. The SFMTA will work with the Contractor to revise and refine the description and guidelines for implementation of each treatment. The SFMTA will confirm whether treatments would be implemented on the existing Bicycle Route Network or on any street within San Francisco.

Following receipt of information on the minor improvements/treatments from the SFMTA, the Contractor will develop a draft description of the nine minor improvement included in the Bicycle Plan EIR and the additional eight treatments proposed by SFMTA, updating the Bicycle Plan EIR minor improvements, as appropriate. A preliminary assessment matrix will be developed by the Contractor to provide a preliminary screening of each treatment in order to eliminate from further assessment those treatments that would likely result in significant environmental impacts (e.g., bike lanes), and/or identify the need for parameters for a treatment so as to not result in significant environmental impacts (e.g., implementation of bicycle lanes without removing travel lanes or curb parking lanes where on-street commercial loading spaces cannot be relocated nearby).

Following preparation of the draft description of minor improvements/treatments, the Contractor will attend one meeting with the City to review the draft treatment descriptions and the results of the preliminary assessment matrix.

Based on the results of the meeting with the City, and one consolidated set of City comments on the draft treatment descriptions, the Contractor will revise the description of minor improvements/treatments, finalize the preliminary assessment matrix, and prepare preliminary draft revisions to the Bicycle Plan EIR Project Description for SFMTA review. Following SFMTA review of the draft revisions to the Bicycle Plan EIR Project Description, the Contractor will submit the Draft Bicycle Plan EIR Project Description to the Planning Department for review.

For each treatment to be included in the Bicycle Plan EIR Addendum, the Consultant will prepare a one-page illustrative graphic to support the Addendum. Up to 14 graphics will be prepared. The graphics will be based on SFMTA and/or Consultant photographs of existing treatments in San Francisco, snapshot view photos of treatments from Google Earth, and/or technical illustrations from SFMTA guidelines for the treatment or from other secondary sources. The Consultant will work with the SFMTA to determine the appropriate representation for each treatment. This task does not include new drawings or new field-obtained photographs of treatments by the Consultant.

Resources

The SFMTA will provide relevant documents on tools and treatments including policy guidance documents, implementation guidelines, cross sections, and implemented project details for reference.

Deliverables

- *26b.1: Draft Treatment Descriptions and Assessment Matrix*
- *26b.2: Attendance at one meeting with the SFMTA and Planning Department*
- *26b.3: Preliminary Draft Revisions to the Bicycle Plan EIR Project Description for SFMTA review*
- *26b.4: Draft Revisions to the Bicycle Plan EIR Project Description for Planning Department review*

Task 26c: Transportation Section of the Bicycle Plan EIR Addendum

The Contractor will prepare an analysis of potential transportation impacts of the expanded set of treatments. As noted above in Task 26b, the technical impact analysis will include only those treatments that would not result in any new significant environmental impacts, substantial increases in the significance of previously identified impacts, or necessitate implementation of additional mitigation measures beyond those identified in the Bicycle Plan EIR that SFMTA cannot adopt as part of the project or that themselves have significant unavoidable impacts.

The transportation analysis of the treatments will include traffic, transit, pedestrians, bicycles, loading, emergency vehicle access, and transportation-related construction impacts. In addition, information related to general changes to on-street parking supply associated with implementation of the minor improvement/treatment (e.g., on-street bike corrals generally remove one on-street parking space, bike boxes would not affect on-street parking) will be provided. Because the locations of the minor improvements/treatments will not be known, the transportation impact assessment will primarily be qualitative. However, for up to eight minor improvements/treatments, representative quantitative traffic analyses (i.e., isolated intersection

LOS) will be provided using analyses from ongoing SFMTA and Planning Department projects such as the Sixth Street Pedestrian Safety Project, the Central SoMa Plan EIR, and the Better Market Street EIR. Candidate minor improvements/treatments for which quantitative analyses could be prepared include: two-stage left turn queue boxes, conventional bike lanes, contraflow bike lanes, physical barrier-separated bike lanes, vehicle/parking-separated bike lanes, grade-separated bike lanes/cycletracks, bike lanes behind transit islands, and shared transit/bicycle lanes. The SFMTA will work with the Contractor to identify relevant locations for quantitative analyses based on data collected by the SFMTA or for other studies as noted above. No new field data collection is anticipated for this task.

Based on the draft analysis and feedback provided by the SFMTA and Planning Department, the Contractor will finalize the proposed revisions to the project description and provide a final transportation analysis of potential environmental effects.

Deliverables:

- *26c.1: Draft 1 of the Transportation Section of the Bicycle Plan EIR Addendum*
- *26c.2: Draft 2 of the Transportation Section of the Bicycle Plan EIR Addendum*
- *26c.3: Screencheck of the Transportation Section of the Bicycle Plan EIR Addendum*
- *26c.4: Final Transportation Section of the Bicycle Plan EIR Addendum, including Final Bicycle Plan EIR Project Description*

Task 26d: Draft Bicycle Plan EIR Addendum

The Bicycle Plan EIR Addendum will use the Project Description developed in Task 26c. No changes to that Description will be prepared as part of the Addendum. The Contractor will provide a qualitative analysis of environmental impacts of the expanded set of treatments with very brief qualitative discussions of land use, aesthetics, population/housing, cultural resources, noise, air quality, GHG, wind and shadow, recreation, utilities, public services, biological resources, geology and soils, hydrology and water quality, hazards, mineral and energy resources, and agricultural resources, referencing the conclusions in the *Bicycle Plan Initial Study* and *EIR*, and where appropriate, information and conclusions in the *Second Street Improvement Project SEIR* and the *Transit Effectiveness Project EIR* as well as the Bicycle Plan EIR related to air quality and noise. No technical analyses are included for the topics listed here, and no more than three representative examples of results from other technical analyses will be included in the Addendum for air quality and three for noise.

The Contractor will prepare two administrative drafts and one screencheck draft of the Bicycle Plan EIR Addendum. Each draft of the document will be prepared pursuant to the Planning Department's Environmental Review Guidelines for review by the SFMTA and the EP; administrative drafts after Draft 1 will respond to one consolidated set of comments from the City. Each Draft Addendum will be provided concurrently to the SFMTA at the time of submittal to the Planning Department; SFMTA will provide its comments to EP, who will transmit acceptable comments from SFMTA to the Contractor as part of the consolidated set of comments on each draft.

Each draft will be submitted to EP and SFMTA electronically in Word and PDF formats for review. Up to 5 paper copies of each draft also will be provided, if requested by the City. City comments made in track changes on a Clean Word copy of each draft will be accepted and any revisions made by the Consultant team to drafts after Administrative Draft 1 will be shown in

track changes; a clean electronic copy in Word of subsequent drafts will also be provided for the City's use.

Deliverables:

- *26d.1: Administrative Draft 1 of the Bicycle Plan EIR Addendum*
- *26d.2: Administrative Draft 2 of the Bicycle Plan EIR Addendum*
- *26d.3: Screencheck of the Bicycle Plan EIR Addendum*

Task 26e: Final Bicycle Plan EIR Addendum

The Contractor will make revisions or modifications to the Screencheck Draft of the Bicycle Plan EIR Addendum based on one consolidated set of comments from the City and submit a Print Check Draft for review by the ERO. No new technical analyses are included. A Final Bicycle Plan EIR Addendum document will be prepared based on one consolidated set of comments from the City on the Print Check draft. All supporting analysis will be referenced and summarized appropriately.

The Contractor will prepare and maintain the administrative record for the project in accordance with CEQA and Planning Department guidance. The Contractor will assemble and catalogue the administrative record throughout the environmental review process, and will confirm the adequacy of the administrative record prior to completing work on the project. The Contractor will submit both one hard copy and an electronic copy of the administrative record to EP and one set to SFMTA for their files prior to issuance of Final Bicycle Plan EIR Addendum.

The Contractor will be responsible for required distribution of up to 50 paper copies and 75 CDs of the Final Bicycle Plan EIR Addendum, including those who commented on the 2009 Bicycle Plan Draft EIR. The Planning Department will post the Final Addendum on the Planning Department's website.

Deliverables:

- *26e.1: Print Check Bicycle Plan EIR Addendum*
- *26e.2: Final Bicycle Plan EIR Addendum*
- *26e.3: Bicycle Plan EIR Addendum Administrative Record (2 sets)*
- *26e.4: Distribute Bicycle Plan Addendum*

Task 26f: Meetings and Administration

The Consultant will be responsible for agendas, attendance and meeting notes for up to four (4) team meetings in addition to the kick-off meeting in Task 26a and the project description meeting in Task 26b. Final meeting notes will be prepared by Consultant based on comments received within five days of submittal.

The Final Bicycle Plan EIR Addendum will be provided in Accessible PDF format for posting on the City's website.

Deliverable

- 26f: Attendance at up to four meetings, including agendas and draft and final meeting notes
- 26f: Accessible format Bicycle Plan EIR Addendum for City's website

OPTIONAL TASK 27: PROPOSED CEQA GUIDELINES ANALYSIS

Per Senate Bill 743, Level of Service will no longer be used to determine transportation impacts for the purpose of CEQA for projects in urban areas meeting specified criteria. The Consultant team will prepare in conjunction with Task 4: Transportation Impact Study, a technical memorandum describing the transportation outcomes under proposed Office of Planning and Research guidelines, methodology and new threshold metric, using the most recent publicly circulated draft from OPR and the most recent draft available from the San Francisco Planning Department. The Consultant team will attend up to two in-person meetings with EP and SFMTA staff to confirm details of the approaches to the technical memoranda for this Optional Task. The cost estimate for this Optional Task assumes that the analysis for this memorandum, including the analysis of VMT and safety metrics, will be based on information collected and analysis conducted for Task 4 and Task 6 for the 6th Street Pedestrian Safety Project EIR. This includes outputs from the SFCHAMP model runs for the project and project alternative and available pedestrian collision information from Task 4 and the WalkFirst project. The Consultant team will also qualitatively discuss the potential for queuing on the mainline to impact safety based on the queuing assessment conducted in Task 4. No additional analysis of safety will be prepared.

The Consultant team will prepare a draft technical memorandum documenting the team's findings. The Transportation team will revise the draft memorandum based on one set of consolidated comments from EP and submit the final memorandum to EP and SFMTA for presentation to the SFMTA Board of Directors and the SF Planning Department Environmental Review Officer for their information.

In addition, the Consultant team will prepare a draft technical memorandum describing the findings of this Optional Task including lessons learned related to: data collection, modeling, and level of effort in hours from members of the consultant team. The Transportation team will revise the draft memorandum based on one consolidated set of comments from EP and prepare a final memorandum for EP and SFMTA staff to present to the SFMTA Board of Directors and the SF Planning Department Environmental Review Officer.

- *Deliverables:*
- *27a: Meetings (Two in-person)*
- *27b: Draft SB 743 Findings Memorandum*
- *27c: Final Findings Memorandum*
- *27d: Draft Lessons Learned Memorandum*
- *27e: Final Lessons Learned Memorandum*

As-Needed Services

Other As-Needed services may need to be completed as part of the 6th St. environmental project but lack sufficient clarity to develop budget and scope. These tasks with scope, deliverables and budget will be determined between the City and the Contractor in advance of the start of work on each task. The SFMTA will determine that performance.

AS-NEEDED TASK 28: PILOT PROJECT EVALUATION

It is anticipated that pilot projects may be developed and implemented for limited trial periods as permitted by CEQA during the time frame of the environmental review. Data collection and analysis shall be completed in conjunction with SFMTA and EP staff. The Contractor shall complete a memorandum analyzing key findings and advise stakeholders of how the pilot should inform the TIS conducted for this environmental review process.

Deliverables:

- **28a** : Draft memorandum of pilot project evaluation
- **28b**: Final memorandum of pilot project evaluation

AS-NEEDED TASK 29: ADDITIONAL TECHNICAL STUDIES

At the direction of the Planning Department and in accordance with the findings of the Initial Study, the Contractor shall prepare any additional necessary technical studies to support the 6th St. environmental review, such as but not limited to an Archeological Report, or an Historic Resource Evaluation Report.

AS-NEEDED TASK 30: ADDITIONAL OUTREACH, ENGINEERING AND ENVIRONMENTAL SUPPORT

The Contractor shall conduct consulting services as requested by the 6th Street Project Manager to support the timely implementation of the 6th St. Project. Work will include, but not be limited to, additional outreach, engineering and environmental support as needed during the contract.

APPENDIX B
Calculation of Charges

In accordance with this Agreement, the Contractor's total compensation under this Agreement is detailed below, inclusive of all cost required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Section 5 of this Agreement.

Table 1 shows the full deliverable-based calculation of charges for Tasks and Subtasks.

Table 1: Fee Per Deliverable (2 pages)

PLEASE SEE ATTACHED .PDF.

For services under the Subtasks specified in Table 2, Contractor will invoice monthly the set percentage shown for each subtask during the duration of the subtask. For those subtasks, the final percentage will be invoiced upon submission of the deliverable. Month 1 is defined as the start of the subtask; Contractor will confirm with SFMTA prior to starting a subtask. All other subtasks will be invoiced in full upon completion / submission of the deliverable.

Table 2: Milestone Deliverables

| Task | Duration (Months) | Month 1 | Month 2 | Month 3 | Month 4 | Upon Delivery | Per Month | Per Quarter | Per Meeting |
|---|-------------------|---------|---------|---------|---------|---------------|-----------|-------------|-------------|
| 2b Draft 1 of Initial Study | 4 | 35% | 35% | 20% | | 10% | | | |
| 2c Draft 2 of Initial Study | 2 | 70% | | | | 30% | | | |
| 4b TIS-1 | 5 | 20% | 25% | 25% | 20% | 10% | | | |
| 4c TIS-2 | 3 | 40% | 40% | | | 20% | | | |
| 6b Draft Alternatives Analysis Report | 3 | 45% | 45% | | | 10% | | | |
| 7a Administrative Draft 1 EIR | 5 | 35% | 20% | 20% | 15% | 10% | | | |
| 7b Administrative Draft 2 EIR | 2 | 75% | | | | 25% | | | |
| 11 Administration | 25 | | | | | | 4% | | |
| 13b Draft analysis of alternative | 2 | 70% | | | | 30% | | | |
| 14b Draft 1 of RTC document | 2 | 75% | | | | 25% | | | |
| 16 12 Add'l team meetings with agendas and meeting notes | 4 | | | | | | 25% | | |
| 17 Up to 8 quarterly status reports on work compl. by Task | 24 | | | | | | | 12.5% | |
| 18 Attend 4 SFMTA management meetings; presentation materials | 24 | | | | | | | | 25% |
| 20 Additional RTC (up to 20 more letters/commenters) | 2 | 75% | | | | 25% | | | |
| 26c 26c.1 - Draft 1 Transportation Section of Addendum | 3 | 70% | 20% | | | 10% | | | |
| 26c.2 - Draft 2 Transportation Section of Addendum | 2 | 75% | | | | 25% | | | |
| 26f Addendum Meetings and Administration | 5 | | | | | | 20% | | |

Invoicing Schedule:

Contractor will invoice monthly for services performed. Each invoice will have a unique number. Each invoice will list the subtask(s)/deliverables being invoiced; for subtasks listed in Table 2, the set percentage that is invoiced shall also be noted. Compensation shall be made by SFMTA in monthly payments on or before the 30th day of each month.

If the project or an active subtask is delayed by the City and County of San Francisco for more than thirty days for whatever reason, preventing deliverables from being submitted or delaying them, Contractor may invoice for work performed to date on all active subtasks, up to 95%.

Retention:

SFMTA will retain 5% of each invoice submitted by Contractor. SFMTA will pay the retention in Phases below. Retention for the listed Optional tasks, if the task is authorized by SFMTA, will be paid in the Phases shown. Retention for Optional tasks not listed, if the task is authorized by SFMTA, will be paid at the completion of the task. Retention for tasks under As-Needed Services, if authorized by SFMTA, will be paid at the completion of all subtasks under the task.

Table 3: Retention Phases

| RETENTION PHASES | BASE TASKS 1-11 | OPTIONAL TASKS 12-20 |
|------------------|-----------------|----------------------|
| PHASE 1 | 1, 2, 3 | 12 |
| PHASE 2 | 4, 5 | |
| PHASE 3 | 6, 7 | 13 |
| PHASE 4 | 8, 9, 11 | 14, 15, 16, 17, 20 |
| PHASE 5 | 10 | 18, 19 |

Payment of retention for Optional Tasks not listed above, and for tasks authorized under As Needed Services, will be due after the completion of the Task.

Appendix C

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY TASK ORDER FORM

Contract Title: _____ Contract No.: _____

Project Title: _____ Project No.: _____

TASK ORDER DESCRIPTION

| |
|--|
| Task Title |
| Scope of Work |
| Schedule START DATE: _____ ESTIMATED COMPLETION DATE: _____ |
| Budget Amount: \$ _____ |
| Deliverables |
| Approvals Approved _____ Date: _____ 6 th Street Project Manager Approved _____ Date: _____ SFMTA Director of Sustainable Streets |

Enclosure 3 – Plan View of Project Area and Overview of Proposed Changes



Enclosure 4 – Conceptual Section View: 6th Street between Market Street and Howard Street

