

THIS PRINT COVERS CALENDAR ITEM NO.: 10.7

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Approving the Second Amendment to Contract No. SFMTA 2015-47, SFMTA Facilities Condition Assessment and Space Planning, with Owen Adams Consulting, to: amend Appendix A (Scope of Services) to require the Contractor to: (1) update the draft Facilities Framework, and (2) conduct additional employee and vehicle space planning work for SFMTA facilities, including long-term facility implementation strategy and planning, and budgeting to accommodate a growing number of transit vehicles and employees as set forth in the SFMTA's Transit Fleet Plan; increase the contract amount by an additional \$181,400, for total contract amount not to exceed \$1,400,000; and to extend the contract term for an additional year.


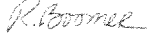
SUMMARY:

- On June 12, 2015, the SFMTA issued a Request for Proposals (RFP) to perform a facilities condition assessment of the Agency's 29 facilities and assist in the planning and space design of SFMTA office space. The SFMTA received a total of five proposals and Owen Adams Consulting was selected as the highest-scoring proposer.
- On November 3, 2015, the SFMTA Board approved a contract with Owen Adams Consulting for a term of one year with two options to extend the term for an additional six months each, and a contract amount not to exceed \$975,000.
- On October 14, 2016, the Director of Transportation approved the First Amendment to the contract to extend the contract term for one year and increase the contract amount by \$243,600 for total contract amount not to exceed \$1,218,600.
- The Second Amendment will require the Contractor to: (1) update the draft Facilities Framework, and (2) conduct additional employee and vehicle space planning work for SFMTA facilities, including long-term facility implementation strategy and planning, and budgeting to accommodate a growing number of transit vehicles and employees as set forth in the SFMTA's Transit Fleet Plan.

ENCLOSURES:

1. SFMTAB Resolution
2. Second Amendment

APPROVALS:

	DATE
DIRECTOR <u></u>	7/11/2017
SECRETARY <u></u>	7/11/2017

ASSIGNED SFMTAB CALENDAR DATE: July 18, 2017

PAGE 2.

PURPOSE

Approving the Second Amendment to Contract No. SFMTA 2015-47, Facilities Condition Assessment and Space Planning, with Owen Adams Consulting to: amend Appendix A (Scope of Services) to require the Contractor to: (1) update the draft Facilities Framework, and (2) conduct additional employee and vehicle space planning work for SFMTA facilities, including long-term facility implementation strategy and planning, and budgeting to accommodate a growing number of transit vehicles and employees as set forth in the SFMTA's Transit Fleet Plan; increase the contract amount by an additional \$181,400, for total contract amount not to exceed \$1,400,000; and to extend the contract term for an additional year.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This item will meet the following goals and objectives of the FY2013 – FY2018 SFMTA Strategic Plan:

- Goal 1: Create a safer transportation experience for everyone
Objective 1.2: Improve workplace safety and security.

- Goal 2: Make transit, walking, bicycling, taxi, ridesharing and car sharing the most attractive and preferred means of travel
Objective 2.1: Improve customer service and communications.
Objective 2.2: Improve transit performance.

- Goal 3: Improve the environment and quality of life in San Francisco
Objective 3.1: Reduce the Agency's and the transportation system's resource consumption, emissions, waste and noise.
Objective 3.3: Allocate capital resources effectively.
Objective 3.4: Deliver services efficiently.

- Goal 4: Create a workplace that delivers outstanding service
Objective 4.1: Improve internal communications.
Objective 4.2: Create a collaborative and innovative work environment.

The SFMTA will further the following Transit First Policy Principle through execution of the contract amendment.

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.

DESCRIPTION

On January 17, 2012, the SFMTA Board of Directors (Board) adopted Resolution 2012-012, authorizing the Director of Transportation to execute an agreement with Parsons Brinkerhoff to develop the SFMTA Real Estate and Facilities Vision for the 21st Century Report (Vision Report). The Vision Report was presented to the SFMTA Board on January 29, 2013. It focused on looking within the Agency to find ways to reconfigure, consolidate, or expand existing

facilities to best meet operational needs while identifying cost savings and revenue-generating opportunities. The report's objectives included the following:

- Provide maintenance and operations facility recommendations that are flexible and will allow the SFMTA to support its projected fleet and accommodate the growth projected in the Transit Fleet Plan;
- Recommend measures to improve operational efficiency, including reconfiguration of space, while minimizing disruptions to ongoing operations;
- Move forward to meet Agency goals for transit-oriented development (TOD) and joint development (JD);
- Identify funding sources, including ground leases for TOD/JD sites and improvements to its retail and telecommunication leases;
- Incorporate sustainability initiatives whenever possible to realize cost savings; and
- Provide a framework for implementation.

On February 5, 2013, Parsons Brinckerhoff issued the SFMTA's Real Estate and Facilities Vision for the 21st Century (Vision Report), which provided the SFMTA with an overall strategy for the future.

An Addendum to the Vision Report was presented on July 13, 2014 that incorporated the latest jobs and housing projections from the Association of Bay Area Governments (ABAG) and the Planning Department as well as with an updated transit fleet needs to 2020.

On June 12, 2015, the SFMTA issued a Request for Proposals (RFP) to perform a facilities condition assessment of the Agency's 29 facilities and assist in the planning and space design of SFMTA office space. The SFMTA received a total of five proposals and Owen Adams Consulting was selected as the highest-scoring proposer.

On November 3, 2015, the Board approved a contract with Owen Adams Consulting for an original term of 12 months with two options to extend the term for a period of six months each and a total contract amount not to exceed \$975,000.

On October 14, 2016, the Director of Transportation approved the First Amendment to extend the contract term by one year to November 11, 2017 and increased the contract amount by \$243,600 for a total contract amount of \$1,218,600.

In January 2016, Owen Adams Consulting, in association with EMG Consultants, produced a *Facility Condition Assessment Report* which reviewed SFMTA facility deficiencies and provided estimates for repair options. The SFMTA is using this report to develop a comprehensive Capital Facilities Improvement Program (CIP). The *Vision Report* together with the *Facility Condition Assessments Report* will serve as the basis for a detailed plan – to be implemented over the next five to seven years – to rehabilitate facilities – at least to their original condition, but with modern improvements, in order to maintain reliable facilities and services.

Pursuant to the objectives of the *Vision Report* and the implementation objectives of the *Facility Condition Assessments Report*, the Second Amendment will require the Contractor to: (1) update the draft Facilities Framework, and (2) conduct additional employee and vehicle space planning

PAGE 4.

work for SFMTA facilities, including long-term facility implementation strategy and planning, and budgeting to accommodate a growing number of transit vehicles and employees as set forth in the SFMTA's Transit Fleet Plan.

STAKEHOLDER ENGAGEMENT

Owen Adams Consulting, in association with EMG Consultants, produced Facility Condition Assessment (FCA) Reports that reviewed SFMTA facility deficiencies and provided estimates for repair options. The FCAs include the review of the Agency's facilities -- with the primary purpose to locate and evaluate materials and building system defects that might significantly affect the facilities' value and to determine conditions that will have a significant impact on their continued operations. EMG based their assessment conclusions and recommendations on: 1) interviews of available facility management personnel; such as Stationary Engineers; 2) appropriate inquiry of municipal authorities; 3) the EMG's Project Manager's walk-through observations during site visits of the Agency's facilities; 4) and their experiences with similar facilities.

ALTERNATIVES CONSIDERED

In April 2014, the SFMTA assembled a Facilities Task Force, comprised of SFMTA staff, that evaluated the SFMTA's near-term facility needs to meet current growth and staffing needs. A number of immediate facility improvements were recommended and are currently being implemented. As an alternative to hiring outside consultants, the SFMTA staff contacted other City Departments to inquire whether these departments could evaluate the SFMTA's facility needs and improvements to meet current growth and staffing needs, and generate a report addressing the current conditions of the agency's facility assets as well as develop project tasks to address health and safety, operational and space needs. These departments indicated that they lacked both the expertise and/or available resources to perform these tasks by the SFMTA's overall time schedule. SFMTA staff recommends retaining the current Contractor to keep the program on schedule.

FUNDING IMPACT

The total not to exceed amount of the proposed contract amendment is \$1,400,000 – including the initial contract amount which was \$975,000; the first contract amendment amount which was \$243,600; and this proposed contract amendment in the amount of \$181,400. Funds are included in the FY18 Operating Budget.

ENVIRONMENTAL REVIEW

On October 16, 2015, the SFMTA, under authority delegated by the Planning Department, determined that the Contract is not defined as a "project" under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c).

A copy of the CEQA determination has been on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

PAGE 5.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The City Attorney's Office has reviewed this calendar item.

RECOMMENDATION

Staff recommends that the San Francisco Municipal Transportation Agency Board of Directors approve the Second Amendment to Contract No. SFMTA 2015-47, Facilities Condition Assessment and Space Planning, with Owen Adams Consulting to: amend Appendix A (Scope of Services) to require the Contractor to: (1) update the draft Facilities Framework, and (2) conduct additional employee and vehicle space planning work for SFMTA facilities, including long-term facility implementation strategy and planning, and budgeting to accommodate a growing number of transit vehicles and employees as set forth in the SFMTA's Transit Fleet Plan; increase the contract amount by an additional \$181,400, for total contract amount not to exceed \$1,400,000; and to extend the contract term for an additional year.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, On June 12, 2015, the SFMTA issued a Request for Proposals (RFP) to perform a facilities condition assessment of the Agency's 29 facilities and assist in the planning and space design of SFMTA office space; and,

WHEREAS, On November 3, 2015, the SFMTA Board approved a contract with Owen Adams Consulting to perform a facilities condition assessment of the Agency's 29 facilities and assist in the planning and space design of SFMTA office space for a term of one year with two options to extend the term for an additional six months each, and a contract amount not to exceed \$975,000; and,

WHEREAS, On October 14, 2016, the Director of Transportation approved the First Amendment to extend the contract term by one year to November 11, 2017, and increased the contract amount by \$243,600 for a total contract amount of \$1,218,600; and,

WHEREAS, Owen Adams Consulting's *Facility Condition Assessment Report*, which reviewed SFMTA facility deficiencies and provided estimates for repair options, and Parson Brinkerhoff's *Vision Report*, which provided the SFMTA with an overall strategy for the future, will serve as the basis for a detailed plan – to be implemented over the next five to seven years – to rehabilitate facilities– at least to their original condition, but with modern improvements, in order to maintain reliable facilities and services; and,

WHEREAS, Pursuant to the objectives of the *Vision Report* and the implementation objectives of the *Facility Condition Assessments Report*, the Second Amendment will require the Contractor to: (1) update the draft Facilities Framework, and (2) conduct additional employee and vehicle space planning work for SFMTA facilities, including long-term facility implementation strategy and planning, and budgeting to accommodate a growing number of transit vehicles and employees as set forth in the SFMTA's Transit Fleet Plan; and,

WHEREAS, On October 16, 2015, the SFMTA, under authority delegated by the Planning Department, determined that the Contract for SFMTA Facilities Condition Assessment and Space Planning is not defined as a "project" under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c); and,

WHEREAS, A copy of the CEQA determination has been on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference; and,

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves the Second Amendment to Contract No. SFMTA 2015-47, Facilities Condition Assessment and Space Planning, with Owen Adams Consulting to: amend Appendix A (Scope of Services) to require the Contractor to: (1) update the draft Facilities Framework, and (2) conduct additional employee and vehicle space planning work for SFMTA facilities, including long-term facility implementation strategy and planning, and budgeting to accommodate a growing number of transit vehicles and employees as set forth in the SFMTA's Transit Fleet Plan; increase the

contract amount by an additional \$181,400, for total contract amount not to exceed \$1,400,000; and to extend the contract term for an additional year.

I certify that the foregoing resolution was adopted by the Municipal Transportation Agency Board of Directors at its meeting of July 18, 2017.

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**

Second Amendment

Contract No. SFMTA-2015-47

THIS AMENDMENT (this "Amendment") is made as of June 9, 2017, in San Francisco, California, by and between **Owen Adams Consulting**, ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the Agreement for an additional year, increase the contract amount by an additional \$181,400, and amend Appendix A (Scope of Services) to require the Contractor to: (1) update the draft Facilities Framework, and (2) conduct additional employee and vehicle space planning work for SFMTA facilities, including long-term facility implementation strategy and planning, and budgeting to accommodate a growing number of transit vehicles and employees as set forth in the SFMTA's *Transit Fleet Plan* as set forth in Tasks 3 and 4.
- C. Administrative Approval for this Amendment was obtained, May 31, 2017, from the Civil Service Commission for Contract number 48406-14/15 for the extension period.

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated November 13, 2015 between Contractor and City, as amended by the:

First Amendment, dated October 26, 2016.

1b. Contract Monitoring Division. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement.

2a. Section 2 (Term of the Agreement) is replaced in its entirety to read as follows:

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from November 3, 2015 to November 11, 2018.

2b. Section 4 (Services Contractor Agrees to Perform) is replaced in its entirety to read as follows:

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.

Each task listed in Tasks 3 (Space Planning) and 4 (Implementation Strategy) in Appendix A shall be performed on an as-needed basis by task order, according to the procedure set forth below.

- a. Task Requirements.** The SFMTA will define task requirements. The cost and estimated time to perform the task fully will be agreed upon in advance of the start of work on the task in accordance with the terms and conditions of the Agreement.
- b. Scope of Work.** SFMTA will prepare the scope of work and expected time of completion and transmit the task order to the Contractor using the form provided in Appendix E, with a request for a proposal for the performance of the task.
- c. Information and Data.** The Contractor shall request in writing any information and data it will require to perform task orders.
- d. Contractor Proposal.** The Contractor shall prepare and submit a proposal for the task showing:
 - (1) A work plan that includes a detailed description of the work to be performed;
 - (2) Milestones for completion and deliverables at each milestone;
 - (3) A detailed cost estimate showing:
 - A. Estimated hours for design work, including the personnel who will be performing such work, based on the billing rates listed in the Agreement (which will include overhead and profit);
 - B. Cost of the proposed furniture;
 - C. Estimated reasonable out-of-pocket expenses
- e. Negotiation of Cost.** The SFMTA will review the proposal and negotiate a lump sum price for the task with the Contractor.
- f. Notice to Proceed.** If agreement is reached, the SFMTA contract manager will email to the Contractor a Notice to Proceed for the task.

2c. Section 5 (Compensation) is replaced in its entirety to read as follows:

5. Compensation. Compensation shall be made in monthly payments on or before the tenth day of each month for work, as set forth in Section 4 of this Agreement, that the SFMTA's Director of Transportation, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed One million Four Hundred Thousand Dollars (\$1,400,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. 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.

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.

2d. Section 15 (Insurance) is replaced in its entirety to read as follows:

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:

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

(b) 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

(c) 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.

(d) 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 the Services.

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

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

(b) 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.

15.1.3 All policies shall be endorsed to provide 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 Section 11.1, entitled "Notices to the Parties." All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page.

15.1.4 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.

15.1.5 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.

15.1.6 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.

15.1.7 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.

15.1.8 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) 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.

2e. Appendix A (Scope of Services) is replaced in its entirety to read as follows:

Appendix A

Services to be provided by Contractor

Section 1: Description of Services

Task 1: Assessment of Existing Conditions (completed no later than December 1, 2015)

- 1.1 Review Data, Records and Previous Studies
- 1.2 Visit 10 selected representative facilities and identify any significant gaps in data needed.
- 1.3 Review of as-built plans and on-site visits and prepare an analysis existing SFMTA workspace, with the purpose of comparing it to best practices for other public and peer agencies.
- 1.4 Interview representative SFMTA user groups focused on improving the function and utilization of office-type space, and its capability to accommodate anticipated growth.
- 1.5 With the City and County of San Francisco Department of Public Works summarize the best examples of recent SFMTA and peer administrative space to serve as case studies and benchmarks for future workspace planning principles.
- 1.6 Provide an analysis of SFMTA space planning deficiencies and major opportunities for improvement.
- 1.7 With the City and County of San Francisco Department of Public Works provide a recommendation on workplace standards and space planning principles, including measures and methods to accommodate anticipated growth.

Task 2: SFMTA Facility Condition Assessment (completed no later than February 1, 2015)

- 2.1 Prepare a pilot facility assessment and sample report prior to the full assessment.
- 2.2 Interview SFMTA Building and Grounds staff, Building Operations Staff and Strategic Real Estate and review available construction documents to become familiar with, and comment on the in-place construction systems, life safety, mechanical, electrical and plumbing systems, and general built environment.
- 2.3 Develop opinions based on facility site assessments, experience gained on similar properties evaluated, and interviews with building maintenance staff or those knowledgeable of similar systems.

The assessment shall include the following facilities (18 facilities and 1.9 million square feet):

- Muni Central Control, 10,000 SF
- Cable Car Barn, 83,741 SF
- Green Maintenance Facility, 191,000 SF
- Muni Metro East Rail Division, 163,000 SF
- Kirkland Bus Division, 13,150 SF
- Woods Bus Division, 157,576 SF

- Flynn Bus Division, 266,000 SF
- Presidio Bus Division, 158,013 SF
- Potrero Bus Division, 155,395 SF
- Scott Non-Revenue Vehicle Facility, 118,000 SF
- 700 Pennsylvania Maintenance Facility, 88,000 SF
- Burke Storage Facility, 103,000 SF
- Bancroft Facility, 44,432 SF
- Overhead Line Facility, 43,000 SF
- Bryant Power Control Center, 48,000 SF
- Bayshore Facility, 255,420 SF
- 571 10th Street (SIE), 2,000 SF
- 505 7th Street (CIE), 9680 SF

The assessment will focus on the prime building system components including:

- Building Site
 - Topography: Observation of general topography and note of unusual or problematic features or conditions observed or reported.
 - Ingress and Egress: Identification of major means of access and egress at SFMTA Facilities, noting locations of major means of access and egress and unusual or restraining conditions observed or reported.
 - Paving, Curbing, Parking: Identification of material types of paving and curbing systems at the property; and observation of general conditions and deficiencies identified or unusual items or conditions observed.
 - Flatwork: Identification of material flatwork at SFMTA Facilities (sidewalks, plazas, patios); and observation of conditions and deficiencies identified or unusual items or conditions observed or reported.
 - Landscaping and Appurtenances: Identification of material landscaping features or types of landscaping (fences, retaining walls) and site appurtenances (irrigation systems, fountains, lighting, signage, ponds); and observation of general conditions and physical deficiencies identified or unusual conditions observed.
 - Utilities: Identification of the type/provider of material utilities provided to the property (water, electricity, natural gas); and observation of conditions and physical deficiencies observed or material problems or system inadequacies reported.
 - Structural and Building Envelope
- Walls
 - Photographs of elevations and details from internal/external vantage points and adjacent structures.

- Observations of representative operable and fixed panels on all facades,
 - Assessment of hardware and a visual inspection of exterior conditions and the condition of waterproofing seals.
 - Assessment of curtain wall conditions to determine water infiltration, damage, caulk/metal panel/ stone degradation and anchoring, and other related curtain wall issues.
- Roofing (Non-Invasive Visual)
 - Identification of material roof systems (type, reported age, slope, drainage) and unusual roofing conditions or equipment.
 - Observations of the conditions of the roof system (membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation) and
 - Observations of material repairs, significant ponding or roof leaks, noting whether a warranty is in effect.
- Plumbing
 - Identification of material plumbing systems including domestic water supply, domestic hot water production, sanitary sewer, or any special or unusual plumbing systems (water features, grease traps, fuel systems, gas systems).
 - Identification of the type and condition of restroom fixtures, drinking fountains, and/or other miscellaneous plumbing equipment.
 - Observations of general conditions and notation of any physical deficiencies identified or unusual items or conditions observed, and will include any reported material system inadequacies.
- Heating
 - Identification of the material heat generating systems at SFMTA Facilities.
 - Observation of general conditions and identification of the reported age of the equipment, noting past material component replacements/ upgrades, noting the apparent level of maintenance, and identification of whether a maintenance contract is in place.
- Air Conditioning and Ventilation
 - Identification of material air-conditioning and ventilation systems at the property including material equipment (cooling towers, chillers, package units, split systems, air handlers, thermal storage equipment).
 - Identification of material distribution systems (supply and return, make-up air, exhaust) at the property, and note reported tenant-owned equipment/systems not included in the review.

- Observation of general conditions, identify reported equipment age, note past material component upgrades/ replacements, note apparent level of maintenance, and identify any maintenance contracts in place.
- Electrical
 - Identification of the electrical service provided and distribution system at SFMTA Facilities, including material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
 - Observations of general electrical items such as distribution panels, type of wiring, energy management systems, emergency power, and lightning protection.
- Elevators + Vertical Transportation
 - Identify the vertical transportation systems at the SFMTA Facilities. Include the equipment manufacturer, equipment type, location, number, capacity, etc. Observe elevator cabs, finishes, call and communication equipment, etc. Identify the company that provides elevator/escalator maintenance at SFMTA Facilities.
- Life Safety/Fire Protection
 - Consult with the Department of Public Works on the current status and assessment of SFMTA Facility Life Safety/Fire Protection Systems
 - Support the City and County of San Francisco Department of Public Works and/or the SFMTA Capital Programs and Construction Division as necessary in the development of scope, schedule and budget for Life Safety/Fire Protection Systems.
 - Integrate into the report any findings City and County of San Francisco Department of Public Works into an assessment of the material life safety/fire protection systems at SFMTA Facilities, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.
- Interior Elements
 - Identify common areas, offices, special use areas and building standard finishes including flooring, ceilings, and walls.
 - Identify material building amenities or special features; and will observe general conditions and note physical deficiencies identified or unusual items or conditions observed or reported.
- Mold
 - Provide an assessment of accessible areas of the buildings for the presence of mold, conditions conducive to mold growth, and/or evidence of moisture. We will interview Project Personnel regarding

the presence of any known or suspected mold, elevated relative humidity, water intrusion, or mildew-like odors. Potentially affected areas will be photographed.

- Special Systems and Equipment
 - Assess all special systems and equipment, such as storage tanks, maintenance bays, equipment lifts, chillers, radio towers, chair lifts, chemical storage or treatment areas, dumbwaiters, vaults, public address systems, and telephone systems.
 - Bus/Train Body and Mechanical Repair Equipment
 - Assess the equipment used at the maintenance facilities.
 - Interview maintenance staff regarding problems with the equipment and service/repairs required during the previous year.
 - Evaluate equipment for adherence to life safety codes.
- 2.3 Compile and develop a Facility Condition Assessment Report that includes a narrative report for each facility and summary report for all facilities included in the survey as well as provide a database that SFMTA can integrate into its Enterprise Asset Management System. Data provided must comply with inputs provided by the SFMTA Asset Management Team. The final report shall include the following,
- Present condition and estimated life expectancy of building systems and components.
 - Maintenance and replacement costs for the systems and components.
 - Identification/documentation of condition of physical assets (grounds, facilities, infrastructure).
 - Recommendations for corrections of all deficiencies and cost estimates for corrections. Noted deficiencies should be categorized by the following priorities:
 - Priority 1: Currently Critical (Immediate): Requiring immediate action including a cited safety hazard and areas of accelerated deterioration, returning a building component to normal operation.
 - Priority 2: Potentially Critical (Year 1): Requiring action in the next year including components experiencing intermittent operations, potential life safety issues, and rapid deterioration, returning a building component to normal operation.
 - Priority 3: Necessary – Not Yet Critical (Years 2-3): Requiring appropriate attention to preclude predictable deterioration, potential downtime, additional damage, and higher costs to remediation if deferred further.
 - Priority 4: Recommended (Years 4-5): Representing a sensible improvement to the existing conditions (not required for the most basic

function of the facility; however, will improve overall usability and/or reduce long-term maintenance costs).

- Priority 5: Does Not Meet Current Code but “Grandfathered”: No Action required at this time but should substantial work be undertaken correction would be required.

- Estimates of replacement costs for each facility.
- Prioritization, categorization, and classification of deficient conditions, corrective actions, and information concerning building systems and deficiency categories.
- Resources needed to routinely maintain operability, sustainability, and value of the physical assets given their current function.

2.4 Prepare a Capital Needs Analysis at minimum presented as an Excel-based cost table including a summary of the description of each component, age, estimated Remaining Useful Life (RUL), anticipated year of repair/replacement, quantity, unit cost, and total cost for repair of each line item.

Task 3. Space Planning (completed no later than September 11, 2018)

Work tasks include the following:

- Assess existing vs. optimal capacity of buildings (sf, seats and headcount) and sites (fleet, parking and yard operations);
- Develop test fits and concept plans to illustrate potential use and to determine required improvements and budget-level costs;
- Needs assessment, program definition and evaluation of alternative options and concepts.

Task 4. Implementation Strategy (completed no later than September 11, 2018)

Work tasks include the following:

- Update the draft Facilities Framework and develop additional materials and technical studies (cost, transit maintenance, etc.) to correspond with changing conditions e.g. fleet allocation, funding opportunities, emerging operational needs; location/distribution options, massing and layout concepts, and interim “swing” and move/migration requirements;
- Evaluate potential sites and locations (e.g. Port sites, Paratransit alternative locations, etc.);
- Manage and coordinate the work of technical consultants such as transit and cost specialists;
- Organize and lead participatory workshops to support planning and decision-making;
- Develop presentations and communications materials.

2f. Appendix B (Calculations of Charges) is replaced in its entirety to read as follows:

Appendix B - Calculation of Charges

	Rate	Hours	Not to Exceed Total
Task 1: Assessment of Existing Conditions			
Principal-in-charge	\$180	184	\$33,120
Project Manager	\$180	168	\$30,240
Task 2: SFMTA Facilities Condition Assessment			
Principal-in-charge	\$180	16	\$2,880
Project Manager	\$180	48	\$8,640
Facility Assessment Project Executive	\$175	4	\$700
Facility Assessment Program Manager	\$135	163	\$22,005
Facility Assessment Project Manager	\$115	916	\$105,340
Facility Assessment Technical Reviewer	\$105	145	\$15,225
Facility Assessment QC Manager	\$135	75	\$10,125
Facility Assessment Admin	\$60	59	\$3,540
Senior Cost Consultant	\$165	8	\$1,320
Task 3: Space Planning			
Principal-in-charge	\$180	925	\$166,550
Project Manager	\$180	1290	\$232,250
Senior Cost Consultant	\$165	52	\$8,580
Cost Consultant	\$155	112	\$17,360
Task 4: Implementation Strategy			
Principal-in-charge	\$180	874	\$157,370
Project Manager	\$180	804	\$144,770
Senior Cost Consultant	\$165	88	\$14,520
Cost Consultant	\$155	25	\$3,875
Allowances			
Transportation Specialty Consultant (Tasks 2, 3, 4)			\$ 40,000
Strategy/Technology Consultant (Task 2.3, 2.4, 4)			\$252,940
Project Management Support (EMG)			\$58,000
Reimbursable Expenses (Tasks 1, 2, 3, 4)			\$10,650
Specialty Consultants (Tasks 3, 4)			\$60,000
GRAND TOTAL			\$1,400,000

2g. Appendix E (Task Order Form) is added to the Agreement to read as follows:

Appendix E

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
TASK ORDER FORM

Contract Title: Agreement with Owen Adams Consulting / Contract No.: SFMTA 2015-47

Project Title: _____ Project No.: _____

TASK ORDER DESCRIPTION

Task Title		Date Initiated
<input type="checkbox"/> New Task Order		<input type="checkbox"/> Revised Task Order
Work to be Performed		
Schedule		
A. Date:	Start Date:	Estimated Completion
Budget Amount: \$	Index Code:	
Deliverables		
Descriptions	Date Requested	Quantity

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

<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: _____ Roberta Boomer, Secretary</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ John I. Kennedy Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>Owens Adams Consulting</p> <hr/> <p>Pamela Owen Adams Principal-in-Charge 545 Sansome Street, Suite 901 San Francisco, CA 94111</p> <p>City vendor number: 88001</p>
--	---