

THIS PRINT COVERS CALENDAR ITEM NO. : 13

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute an agreement with Parsons Brinkerhoff to develop the San Francisco Municipal Transportation Agency (SFMTA) Real Estate and Facilities Vision for the 21st Century Report (Vision Report) and provide as-needed services, at a cost not to exceed \$1,060,220, and for a term of five years, with a one-year option to extend the term.

SUMMARY:

- The SFMTA has a significant need to expand, upgrade and develop real estate facilities to maximize the effectiveness of the SFMTA transportation network.
- On July 27, 2011, a Request for Proposals (RFP) was issued and the SFMTA received three proposals which conformed to the minimum qualifications set forth in the RFP.
- A selection panel conducted a thorough evaluation of the proposals and ranked Parsons Brinkerhoff as the highest-ranked proposer.
- The SFMTA has negotiated an agreement with Parsons Brinkerhoff for an amount not to exceed \$1,060,220, and a term of five years, with a one-year option to extend the term
- The scope of services of the agreement is divided into two groups: Group 1 is dedicated to the development of the Vision Report for a cost of \$710,220 and Group 2 is for as needed services not to exceed \$350,000.

ENCLOSURES:

1. Resolution
2. Agreement

APPROVALS:

	DATE
DIRECTOR _____	1/9/12
SECRETARY _____	1/9/12

ASSIGNED MTAB CALENDAR DATE: January 17, 2012

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PURPOSE

This calendar item authorizes the Director of Transportation to execute a five-year agreement, with a one year option, for real estate consulting services with Parsons Brinkerhoff to develop the SFMTA Vision Report and provide other “as needed” services necessary to utilize SFMTA property in the best and most efficient ways possible to provide services to customers and to create a vision for developing the property to maximize its revenue potential.

GOAL

This item will meet the following goal and objectives of the SFMTA Strategic Plan:

- Goal 4, Financial Capacity: To ensure financial stability and effective resource utilization.
 - Objective - 4.1 Increase revenue by 20% or more by 2012 by improving collections and identifying new sources.
 - Objective - 4.2 Ensure efficient and effective use of resources.

DESCRIPTION

The consultant team, headed by Parsons Brinkerhoff, will develop a Vision Report to address the long-standing real estate challenges impacting the SFMTA on a daily basis. Currently much of the SFMTA’s portfolio of real property and facilities is overcrowded, deteriorating, misused and/or underutilized. These challenges, however, also create the potential for opportunity and the Vision Report will identify those opportunities and provide solutions, thereby serving as a facility and land needs guide for years to come. The goal of the Vision Report is to provide decision makers with a range of tools necessary to manage property with an emphasis on reducing costs and increasing revenues. The Vision Report will recommend practical, cost effective, short-, medium- and long-term solutions and strategies.

SFMTA Real Estate Challenges: Leading Factors

According to the *SFMTA Transit Fleet Management Plan*, the SFMTA’s transit fleet will need to grow to serve an estimated one million daily riders by 2030 – a 46% increase over 2009. This expanding transit ridership will generate a need for a larger transit fleet, estimated at 220 more transit vehicles, thereby creating a need for more land and facilities to support the growing fleet. With current transit facilities at or near capacity, the SFMTA will not be able to efficiently store and maintain a growing fleet without facility consolidation, including capital improvements and, where necessary, real estate acquisition and development. The SFMTA has estimated that it may need up to 40.07 acres of additional property to accommodate this anticipated growth, of which approximately 31.35 acres still needs to be identified.

This is a perplexing challenge for the SFMTA in San Francisco, where land is scarce, expensive, and competitive, and where development often takes many years. Unfortunately this challenge is not limited to the transit fleets, but extends to all other SFMTA services, modes and infrastructure that comprise the overall SFMTA transportation network. The long-term impact of this confluence of challenges must be addressed now in order to sustain an efficiently operating transportation network to meet the projected growth in demand in San Francisco for transportation services in the coming decades.

Opportunities for sustainability, investment and revenue generation

By 2025, the number of households in San Francisco are expected to grow between 20,000 and 30,000 while the number of jobs are projected to grow between 115,000 to 135, 000¹. This growth, in a City with limited land, will require optimal policies to address congestion, housing, environmental sustainability and quality of life. The SFMTA recognizes that land use decisions, in concert with the City's Transit First Policy, make Transit Oriented Development (TOD)/Joint Development (JD)/ Public Private Partnerships (PPP) ideal tools to address growth by maximizing transit use thereby enhancing an urban quality of life and supporting an environmentally sustainable future.

The Vision Report will assess and identify new revenue generating opportunities through TOD/JD/PPP. Through Group 2 (as-needed services), the Contractor may be asked to develop RFPs or perform further analyses of the potential for such development opportunities.

RFP Process

SFMTA issued a RFP on July 27, 2011, and the SFMTA received three proposals that conformed to the minimum qualifications set forth in the RFP. The three qualified proposers were Parsons Brinkerhoff, Cassidy Turley, and BAE Urban Economics; a fourth proposer, Real Estate Advisory Services, did not meet the minimum qualifications. After a thorough evaluation of the proposals, including comprehensive due diligence reference checks, a selection panel comprised of internal and external stakeholders unanimously ranked the Parsons Brinkerhoff proposal as the highest. The SFMTA then negotiated an agreement with Parsons Brinckerhoff.

Major Contract Provisions

The major provisions of the Agreement are as follows:

Contract Term

- The Agreement is for a five-year term with a one year option to extend at the sole discretion of the SFMTA.

Scope of Work and Deliverables

Scope of Work, Group 1 (Cost: \$710,220 plus CPI beginning January 1, 2013)

The services provided by the Parsons Brinkerhoff team under the Group 1 Scope of Work will comprise the necessary services and deliverables required to produce a viable Vision Report. A detailed breakdown of the Scope of Work and corresponding services and deliverables, including amounts and timelines, is provided in Appendix A of the Agreement.

¹ City Planning Department and Association of Bay Area Governments

Scope of Work, Group 2 (Cost: up to \$350,000 plus CPI beginning January 1, 2013)

The services provided by the Parsons Brinkerhoff team under Group 2 Scope of Work will be on an “as needed” and “not to exceed” fixed price basis. The services provided in Group 2 will be per task and the SFMTA will develop a scope of work and request for quote from the consultant per task. By way of example, the services requested could involve professional advice and assistance in implementing some or all of the recommendations provided in the Vision Report. A detailed breakdown of the Scope of Work and associated tasks, including amounts and timelines, is provided in Appendix A.

In brief, the scope of work and deliverables for both groups involves the following:

- Facility assessment, analysis, and recommendations to improve efficiencies of SFMTA real estate facilities and real property based on criteria which will be developed and used to rank for effectiveness and timeliness, along with estimated costs. The Contractor will consider industry standards and best practices in providing such recommendations.
- Analysis of existing leases and recommended revisions to existing leases or licenses will be provided with proposed terms for potential renegotiation and for future lease acquisitions (e.g., parking garages, cellular sites).
- Ranking of sites for potential TOD/JD/PPP opportunities, including feasibility assessment and analysis, reuse valuations, and recommended strategies for rezoning, solicitations, financing, entitlements, and revenue estimates.
- Prioritization of all recommended real estate solutions and strategies.

Schedule

Group 1 activities (Vision Report) are currently scheduled to be completed by the end of 2012. The as-needed tasks of Group 2 will begin concurrently with Group 1 activities and continue through the term of the Agreement.

Subcontracting Goals

- The RFP established a 12% Local Business Enterprise (LBE) subcontracting goal however Parsons Brinkerhoff has committed to 35% participation for this contract. Attaining this percentage will fulfill the LBE subcontracting commitment made in its proposal. Parsons Brinkerhoff has committed to fully comply with all applicable local, state, and federal laws prohibiting discrimination and equal opportunity in contracting, including subcontracting.

ALTERNATIVES CONSIDERED

The alternative to entering into the Agreement with Parsons Brinkerhoff and their team would be to continue to manage SFMTA's challenging real estate portfolio and its ever growing current and future needs without a viable and implementable plan, one that would provide the necessary guidance and direction for effective decision making and prioritization. Given the challenges facing the SFMTA and its real estate, staff eliminated this option.

FUNDING IMPACT

The Agreement has been budgeted for the contracted compensation amount of \$1,060,220 and funds have been encumbered. This contract provides the potential to ensure for financial stability, cost savings and revenue development.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The Civil Service Commission approved PSC number 4022-11/12 on September 23, 2011 for a total of \$750,000 for a duration of six years to December 31, 2017. On January 3, 2012, the Department of Human Resources approved modifications to PSC number 4022-11/12 for an increase of \$310,220 to a total of \$1,060,220 and for a term to December 31, 2018.

The Agreement requires no other approvals.

The City Attorney's Office has reviewed this Calendar Item.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors authorize the Director of Transportation to execute an agreement with Parsons Brinkerhoff to develop the SFMTA Vision Report and provide as-needed services, at a cost not to exceed \$1,060,220, and for a term of five years, with a one-year option to extend the term.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The San Francisco Municipal Transportation Agency (SFMTA) has a significant need to expand, upgrade and develop real estate facilities to maximize the effectiveness of the SFMTA transportation network; and

WHEREAS, On July 27, 2011, the SFMTA issued a Request for Proposals (RFP) and the SFMTA received three proposals which conformed to the minimum qualifications set forth in the RFP; and

WHEREAS, A selection panel conducted a thorough evaluation of the proposals and ranked Parsons Brinkerhoff as the highest-ranked proposer; and

WHEREAS, The SFMTA has negotiated an agreement with Parsons Brinkerhoff for an amount not to exceed \$1,060,220, and a term of five years, with a one-year option to extend the term; and

WHEREAS, The scope of services of the agreement is divided into two groups: Group 1 is dedicated to the development of the Vision Report for a cost of \$710,220 and Group 2 is for as needed services not to exceed \$350,000; and therefore, be it

RESOLVED, That the SFMTA Board of Directors authorizes 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 and provide as-needed services, at a cost not to exceed \$1,060,220, and for a term of five years, with a one-year option to extend the term.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of January 17, 2012.

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
Parsons Brinckerhoff, Inc.**

for

**The SFMTA's Real Estate and Facilities Vision
for the 21st Century**

Contract No. SFMTA2010/11-18

This Agreement is made this 1st day of February, 2012, in the City and County of San Francisco, State of California, by and between: PB Americas, Inc., dba Parsons Brinckerhoff, Inc, 303 Second Street, Suite 700N, San Francisco, California, 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 wishes the services of qualified real estate experts to assess its inventory of real property and advise on a vision for maximizing the potential uses, including revenue-producing uses, of such property.
- B. A Request for Proposal ("RFP") was issued on July 27, 2011, 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 PSC number 4022-11/12 on September 23, 2011, which was modified by the Department of Human Resources on January 3, 2012.

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 February 12, 2012 to January 31, 2018, with a one-year option to extend the Agreement at the sole discretion of the SFMTA.

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.

a. Scope of Services. The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

b. Contractor Deliverables. The Contractor shall adhere to the highest quality standard for all Tasks and Deliverables, and communicate in clear and concise language. The Contractor shall submit working and final drafts of all deliverables in a timely manner to allow for adequate review and revision prior to final submittal schedules.

c. Presentations. In the performance of assigned Tasks, the Contractor, if requested by SFMTA, shall prepare graphic and written presentations, and participate in presentations of said material to various City departments, boards or commissions, and interested community groups as described in Appendix A.

d. Priority of Documents. All requirements of the RFP and the representations made in the Contractor's proposal that are not in conflict with provisions of this Agreement are incorporated by reference and made an integral part of this Agreement as though fully set forth herein. With respect to any conflict or ambiguity between this Agreement and the RFP or Contractor's proposal, this Agreement shall control except where the RFP or the proposal refers to services not otherwise mentioned in this Agreement, in which case and to such extent the RFP or proposal shall control. Documents listed as Appendices to this Agreement are incorporated by reference as though fully set forth herein.

e. Transmittal of Products. At a time when requested by the SFMTA's Real Estate Section ("Real Estate Section"), and at the completion of each Task, the Contractor shall transmit to the Contracting Section all documents and work products (duplicates and originals) produced or accumulated in the course of its and its subcontractors' work on this Agreement. Documents and work products include, but are not limited to, all reports, studies, data, drawings, specifications, graphs, tape recordings, pictures, memoranda, letters, computer-generated data, calculations, estimates, summaries and such other information and materials as may have been accumulated or generated by the Contractor or its subcontractors, in connection with the services performed under this Agreement, whether completed or in process. The Contractor may retain at its own expense a copy of the documents and work products for record keeping purposes.

5. Compensation.

a. Amount. Compensation under this Agreement shall be based on a fixed amount for Group 1 not to exceed Seven Hundred Ten Thousand, Two Hundred Twenty Dollars (\$710,220), and, for the as-needed tasks in Group 2, either a negotiated lump sum price per Task, or actual direct costs plus a negotiated fixed profit per Task, for a total amount for Group 2 not to

exceed Three Hundred Fifty Thousand Dollars \$350,000. In no event shall the amount of this Agreement exceed One Million, Sixty Thousand, Two Hundred Twenty Dollars (\$1,060,220).

b. Payment. Compensation for Group 1 shall be made according to the schedule of deliverables set forth in Appendix A. Compensation for Group 2 Tasks shall be made either upon acceptance of the Task or in monthly payments on or before the 30th day of each month for the percentage of work on each Task, as set forth in Section 4 of this Agreement, that the SFMTA Real Estate Senior Manager, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. 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. However, beginning January 1, 2013, Contractor shall be entitled to an annual increase in labor rates based on the Consumer Price Index distributed by the Bureau of Labor Statistics (BLS) for the Consolidated Metropolitan Statistical Area (CMSA) covering San Francisco - Oakland - San Jose, not to exceed three percent.

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 the SFMTA Real Estate Senior Manager 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.

Contractor shall provide back-up documents with its invoices to SFMTA at the level of detail requested by the Department Liaison identified in Appendix A of the Agreement to allow the Department Liaison to effectively track the level of services provided by Contractor and Contractor's subcontractors.

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

c. Retention for Group 1 Payments. SFMTA shall withhold 10 percent of each payment for Group 1 Deliverables ##1-9. until completion of Deliverable #9. After SFMTA determines that Deliverable #9 has been completed, SFMTA will reduce the retention withheld to five percent until completion of all Group 1 Deliverables. SFMTA shall withhold 10 percent of each payment for Group 1 Deliverables ##10-12 until completion of all Group 1 Deliverables, at which time SFMTA will release all remaining retention.

d. As-needed Tasks (Group 2). The SFMTA will define Group 2 requirements. The cost and estimated time to perform each Task of Group 2 fully will be agreed upon in advance of the start of work on the Task in accordance with the terms and conditions of this Agreement, generally following the procedures outlined below. Except as otherwise agreed to, payments for completed Tasks will be made on a "not-to-exceed" fixed price basis. "Not-to-exceed" means that Contractor shall perform its obligations under the Agreement for the amounts agreed to for each Task, regardless of the number of hours that Contractor has expended on the Task.

- 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 of the work to be performed and the means and methods that will be used to perform it;
 - (b) Milestones for completion 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 showing:
 - (1) Hourly rates inclusive of overhead and profit (hourly rates by position as listed in Appendix B for both Contractor and subcontractor personnel). Upon request, the Contractor shall provide SFMTA with a breakdown of the overhead and profit rates that form the estimate for a particular Task;
 - (2) Estimated reasonable out-of-pocket expenses;
 - (3) The proposed profit that forms the basis of the estimate shall comply with the following:
 - Proposed profit of Contractor's work effort as fixed fee amount not to exceed ten percent (10%) of Contractor's estimated direct salaries and overhead costs; and
 - For work performed by all subcontractors, proposed total profit for Contractor and subcontractor on subcontractor's work effort as fixed fee not to exceed twelve percent (12%) of subcontractor's estimated direct salaries and overhead costs.
- iv. Negotiation of Cost and Profit.** The SFMTA will review the proposal and negotiate either a lump sum price to perform the work of each Task or a fixed profit with a not-to-exceed total cost for the Task.
- v. Negotiation of Payment Terms.** The SFMTA and Contractor shall agree on payment terms for each Task as per the alternatives set forth in subsection 5.b. above.
- vi. Record of Negotiations.** If agreement is reached, the SFMTA will document the negotiations and agreement in a Record of Negotiations.
- vii. Controller Certification.** Upon approval of the Real Estate Senior Manager, the SFMTA will request certification from the Controller that adequate funds are available to proceed with the Task as agreed.
- viii. Notice to Proceed (NTP).** After certification, the Real Estate Senior 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.
- ix. Changes.** Agreed lump sum prices and fixed profit 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 Real Estate Senior 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.**

e. Subcontractor Payments. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the SFMTA and Contractor of the omission. If Contractor's failure to provide HRC 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 HRC Progress Payment Form is provided.

Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

f. Key Team Members. The Contractor agrees that the following key team members shall be committed and assigned to work on the Contract 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:

Jim Bourgart, Contract Manager, Parsons Brinckerhoff
Stuart Sunshine, Senior Advisor
Mark Probst, Team Lead – Facilities Needs Analysis, Parsons Brinckerhoff
Lauren Isaac, Team Lead – Prioritization and Implementation Strategy, Parsons Brinckerhoff
David Prowler, Project Manager, David Prowler, Inc.
Rudy Nothenberg, David Prowler, Inc.
Charmaine Curtis, David Prowler, Inc.
Barbara Maloney, BMS Design Group
Reed Kawahara, Team Lead – New Facilities Acquisitions and Development, Keyser Marston
Chi-Hsin Shao, Principal, CHS Consulting Group
Lewis Knight, Urban Design Director, Gensler
Robert Kuo, Principal, Robert Kuo Consulting, LLC
Greg Higgins, Steel in the Air, Inc.
Larry Anderson, Principal, TEECOM Design Group
Bahram Khamenehpour, AGS

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

g. 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 two (2) 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 the address specified in the section entitled "Notices to the Parties."

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. The text of Section 21.35, along with the entire San Francisco Administrative Code, is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. 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. Left blank by agreement of the parties. (Disallowance)

10. Taxes. 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. 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., Rev. & Tax. 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 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, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

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 Combined Single Limit 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. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy 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.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. 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.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. 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.

h. Before commencing any operations under this Agreement, 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. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

16. Indemnification.

a. General. To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, "Liabilities").

b. Limitations. No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

c. Copyright infringement. Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

17. Incidental and Consequential Damages. Contractor shall be responsible 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 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. Left Blank by agreement of the parties (Liquidated Damages)

20. Default; Remedies. 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
57. Protection of Private Information
58. Graffiti Removal

(2) Contractor fails or refuses to perform or observe any other material 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.

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 at least 10 days 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 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. 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 10% 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
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
50. Agreement Made in California; Venue
51. Construction
52. Entire Agreement
56. Severability
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: Senior Manager
Real Estate Section
San Francisco Municipal Transportation Agency
One South Van Ness Ave. 8th floor
San Francisco, CA 94103
Fax: 415-661-7299
kerstin.magary@sfmta.com

To Contractor: Parsons Brinckerhoff
Jim Bourgart, Contract Manager
303 Second Street, Suite 700 North
San Francisco, CA 94107
Fax: 415-243-9501
bourgart@pbworld.com

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, 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, 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 in the same manner as this Agreement.

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. Earned Income Credit (EIC) Forms . Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

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 Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") 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 HRC 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 HRC 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 HRC or the Controller upon request.

(2) Subcontracting Goals. The LBE subcontracting participation goal for this contract is **12%**. 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 HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC 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 HRC 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 HRC 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 HRC 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 HRC 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 HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

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. Tropical Hardwood and Virgin Redwood Ban. Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

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.

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 maybe 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% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

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. Left blank by agreement of the parties. (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. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City’s property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor’s (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term “graffiti” means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner’s authorized agent, and which is visible from the public right-of-way. “Graffiti” shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur

based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties. (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. No Third Party Beneficiary. The parties enter into this Agreement for the sole benefit of the parties, to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Agreement.

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

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:</p> <hr/> <p>Robin M. Reitzes Deputy City Attorney</p> <p>AUTHORIZED BY:</p> <p>MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____</p> <p>Roberta Boomer, Secretary SFMTA Board of Directors</p>	<p>CONTRACTOR</p> <p>Parsons Brinckerhoff, Inc.</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>Stuart Sunshine Vice President and Area Manager</p> <p>303 Second Street, Suite 700 North San Francisco, CA 94107</p> <p>City vendor number: 14303</p>
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Appendices

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

Appendix A
Services to be provided by Contractor

Contractor: **Parsons Brinckerhoff**

1. Description of Services

Contractor agrees to perform the services set forth below:

SCOPE OF WORK AND DELIVERABLES – GROUP 1

- Review the SFMTA’s inventory of its current facilities and real estate policies (see Exhibits A – I of the RFP, which are incorporated by reference as though fully set forth). (Deliverable 1A). Perform the level of analysis described below for the facilities listed in each category.

Category A. Perform full analysis of existing sites and functions of operations and maintenance, shops, including TOD potential if applicable

Inspect the SFMTA facilities listed below and meet with appropriate managers and supervisors to gain an understanding of the SFMTA’s current operational needs and the relationship of those needs to existing and planned facilities as well as possible future facilities. This will include meetings with the SFMTA staff at the facilities in order to understand short-range and long-range objectives; clean air, zero emission, electric and alternative fuel vehicle, climate adaptation and sustainability plans; and other policy and regulatory issues. (Deliverable 2A)

1. Kirkland Division
2. Woods Division
3. Flynn Division
4. Potrero Division
5. Presidio Division
6. Green Division
7. Green Annex
8. Cameron Beach Yard
9. Metro East
10. Enforcement Division (505 7th St., 571 10th St., 6th & Townsend)
11. 10 Parking Garages (to be coordinated with SFMTA)
12. Towed Car Parking Sites (two sites)
13. Power Control Center, 2502 Alameda St.

Category B Review the consolidation plans of the SFMTA

SFMTA occupies six floors at 1 SVN and has plans to consolidate staff there from other facilities (e.g., Central Subway Project staff from leased space); SFMTA has plans to lease space at 1455 Market St., for the SFMTA’s new Transportation Management Center (TMC), which will house Central Control. SFMTA also has options to relocate the Signal Shops. Contractor shall inspect the following facilities, review the consolidation plans and provide any comments.

1. 1 SVN
2. Central Control

3. 1455 Market St. (TMC space)
4. Signal Shops

Category C. Impacts of functions of site on SFMTA's other operations facilities or impacts of other operations facilities on functions of site –

Inspect the SFMTA's facilities listed below and meet with appropriate managers and supervisors to gain an understanding of the SFMTA's current operational needs and the relationship of those needs to existing and planned facilities as well as possible future facilities. This will also include meetings with the SFMTA staff, in order to understand short-range and long-range objectives; clean air, zero emission, electric and alternative fuel vehicle, climate adaptation and sustainability plans; and other policy and regulatory issues. (Deliverable 2A)

Contractor shall analyze how these facilities are or will be dependent upon each other and/or linked together for operations and maintenance; specifically -- to what extent are 1399 Marin and Woods required to support Islais Creek Phase 1? Phase 2? Is the Power Control facility need to be next to Muni Overhead Lines?

1. Islais Creek Project – Phase 1 & Phase 2
2. 1399 Marin
3. Woods Division
4. Power Control

Category D Issue-Specific Analyses:

Inspect the SFMTA facilities listed below and meet with appropriate managers and supervisors to gain an understanding of the SFMTA's current operational needs and the relationship of those needs to existing and planned facilities as well as possible future facilities. This will also include meetings with the SFMTA staff in order to understand short-range and long-range objectives and perform the analyses described below.

1. Cable Car Barn and Museum – Contractor shall analyze whether noise from the cable car machinery can be effectively isolated in the Cable Car Barn so as not to unduly interfere with visitors to the Museum, and provide any recommendations on control of noise issues at the facility..
 2. 1570-1580 Burke Avenue Facility – Contractor shall analyze and recommend how to efficiently utilize the SFMTA's warehouse in half of this 100,000+ s.f. facility, recommend whether this facility should have tenant improvements built so that the Muni Overhead Lines can be relocated from 1401 Bryant St. to 1570-80 Burke Ave., and/or propose alternatives for relocation of Muni Overhead Lines.
 3. Scott Division – Contractor shall determine if Scott Division for the SFMTA's non-revenue, service-support vehicles can be shared with the City's non-revenue vehicle fleet in the short term and/or long term, given the projected growth of the SFMTA's fleet, and/or propose alternatives to such consolidation.
- Review existing real estate work and materials regarding SFMTA's facilities and real estate needs at SFMTA, as required. (Deliverables 1A and 2A)
 - Prepare a written assessment of all of the SFMTA's facilities visited including use of space as well as future needs in each area. The assessment shall include observations, findings compared to best practices and to criteria established in Workshop 1, with accompanying diagrammatic sketches. The assessments for each facility shall be on average 5 pages in length, depending on complexity. This assessment shall include a conceptual plan for consolidation of maintenance shops, as practical. SFMTA shall provide as-built plans (site and facility) in Autocadd or other editable format facility) or

other plans and data for the facilities to the extent such information is available. Contractor and its employees shall sign a non-disclosure agreement to review any information that the SFMTA determines is Sensitive Security Information under 49 CFR parts 15 and 1520. (Deliverables 1B and 2B)

- Review all of the SFMTA and Parking Authority licenses and retail leases in the 20 parking garages and 20 parking lots and provide recommendations regarding how their financial terms could be improved in future negotiations. (Deliverable 4)
- As directed by SFMTA, review all of the SFMTA and Parking Authority cellular phone leases and licenses in their parking garages and lots and on other SFMTA property and provide recommendations regarding how their financial terms could be improved in future negotiations. (Deliverable 4)
- As directed by SFMTA, review SFMTA radio/antenna leases and licenses on public or private property and provide recommendations regarding how their financial terms could be improved in future negotiations and provide recommendations regarding how their financial terms could be improved in future negotiations. (Deliverable 4)
- As directed by SFMTA, review SFMTA's leases and licenses for use by others for public and private purposes and provide recommendations regarding how their financial terms could be improved in future negotiations. (Deliverable 4)
- Using information gathered from the above tasks, Contractor shall prepare a SFMTA's *Real Estate and Facilities Vision for the 21st Century Report* (the "Vision Report"), in conjunction with the SFMTA staff. (Deliverable 9) The Report must include the following
 - Address the SFMTA's operational and maintenance needs and outline environmental and climate adaptation requirements; (Deliverables 1A, 2C, 3 and 6B)
 - Outline improvements and innovations that could enhance existing facilities visited with new technology in one to five years, and funding programs that could facilitate these improvements; (from Deliverable 2C)
 - Establish criteria to rate current facilities visited, determine the appropriate size, location and attributes of future facilities and evaluate the TOD and/or JD potential for each SFMTA-controlled site; (from Deliverables 1B and 7A)
 - Review real estate best practices in at least six other large U.S. transit and transportation agencies ("peers") for facilities, and include that review, with recommendations for improvement that would assist SFMTA, as a chapter in the Report to SFMTA; (from Deliverable 3)
 - Propose locations and designs for new required facilities, including in San Francisco and nearby cities, on City-owned property under the SFMTA's jurisdiction, under other City departments' jurisdiction, and/or other property that is on or might be on the market; (from Deliverables 2C and 6A)
 - Identify which of the SFMTA's properties are located in the Association of Bay Area Government's (ABAG's) capital-grant ready "Priority Development Areas,"* -- station area plans, redevelopment areas and specific plans designated to promote transit-oriented infill development, supported by community planning processes and environmental assessment; (from Deliverables 7B and 8)

*Note: for information see:

<http://www.bayareavision.org/initiatives/prioritydevelopmentareas.html>

<http://www.bayareavision.org/initiatives/PDFs/PDA-List.pdf>

http://www.bayareavision.org/initiatives/PDFs/PDAs_11x17.pdf

- Create a list of potentially appropriate uses for up to four selected sites, both in San Francisco and outlying areas, and the extent of permitting processes required to entitle these uses; (from Deliverable 6A)
- Determine what sites under the SFMTA's jurisdiction could be better utilized for the SFMTA's operational and maintenance needs, e.g., developing air rights; (from Deliverables 6A and 6B)
- Set forth and rank the current zoning, height, bulk, floor area ratio (FAR), existing and surrounding uses for each site; (from Deliverables 6A and 6B)
- Provide recommendations for height changes and planning code changes; (from Deliverables 6A and 6B)
- Determine the potential for TOD and JD for each SFMTA site, including consideration of the SFMTA's needs, surrounding land uses, existing entitlements, adjacent transit capacities, public concerns and desires, current/future market realities, reuse valuation, shadow study and other regulatory constraints; (from Deliverable 7A)
- Provide market demand and financial feasibility analyses for potential SFMTA needs, including TOD and/or JD; specifically, offer recommendations for a viable public financing structure including, but not limited to, tax exempt bond financing, joint management/operating agreements, capital markets/private investment and commercial bank loans; (from Deliverable 7A)
- Propose priority rankings of the SFMTA's needs and TOD and/or JD potential for the SFMTA's sites, including highest and best use analyses for proposed TOD and/or JD sites; (from Deliverable 7A)
- Provide analyses of revenue-generating potential from alternative development ideas; (from Deliverable 7A)
- Present real estate market and economic analyses and projected land and other values under different scenarios (e.g., do nothing, various alternatives); (from Deliverable 8)
- Present estimated financial projections, if TOD and/or JD is developed; (from Deliverable 8)
- Present land use plans and schematic drawings of potential TOD and/or JD plans for selected sites; (from Deliverable 7B)
- Identify potential barriers and obstacles on implementing such recommendations; (Deliverable 9)
- Identify and quantify the impacts of not implementing the identified improvements. (Deliverable 9)

Group 1 Deliverables

The scope of work of Group 1 will be performed and paid according to the following delivery milestones. All dates assume a February 1, 2012 start date. All dates below are estimates and subject to change.

Deliverable #1A: Reports Review and Kick-Off Meeting – Consultant shall review all reports and data provided by the SFMTA, analyze the reports and data, and participate in a kick-off meeting (**assumes data delivered by SFMTA no later than February 1**). **Amount: \$25,000 February 1 – February 24, 2012 Lead: Jim Bourgart**

Deliverable #1B: Workshop #1 – Consultant shall facilitate and conduct Workshop #1, which will involve a mix of internal SFMTA Transit Services stakeholders. At this workshop, the Transit Services group will discuss the consultant's proposed criteria, to be based on industry

standards and generally accepted best practices. The consultant will discuss and facilitate the Group 1 project approach and schedule facility visits for property and facility assessments. *Amount: see #1b below. February 22, 2012 Lead: David Prowler*

Deliverable #1B: Workshop #2 – Consultant shall facilitate and conduct Workshop #2, which will involve a mix of other internal SFMTA stakeholders –Sustainable Streets, Towed Cars, Enforcement, Accessible Services, and other SFMTA divisions and groups. At this workshop, the SFMTA groups will discuss the consultant’s proposed criteria, to be based on industry standards and generally accepted best practices. The consultant will discuss and facilitate the Group 1 project approach and schedule facility visits for property and facility assessments. Workshops #1 and 2 to be held on the same or successive days. *Amount: \$30,000 for Deliverable #1B Workshops #1 and #2 February 23, 2012 Lead: David Prowler*

Deliverable #2A: Site Visits & Interviews – Consultant shall evaluate the current major facilities (listed in the second bullet above under Description of Services) from information discovered through site visits and interviews utilizing industry standards, best practices, and mutually agreed upon criteria developed in Workshops 1 and 2. These visits will form the basis of the written facility assessments. *Amount: \$90,000 March 1 – March 30, 2012 Lead: Mark Probst*

Deliverable #2B: Signal Shops Consolidation Plan - Consultants shall provide a plan to consolidate the Sustainable Streets’ Signal Shop (currently at 901 Rankin St.) and the Transit Services Signal Shop (currently at 700 Pennsylvania St.), which consolidation is currently planned for early 2013. The plan will include recommendations on sites, phasing, operational and building improvements, leveraging of synergies, and conceptual designs. *Amount: \$20,000 March 1 – March 30, 2012 Lead: Mark Probst*

Deliverable #2C: Identification of Facilities' Solutions – Consultant shall prepare a report identifying proposed conceptual-level facilities' solutions, including recommendations for efficiency, effectiveness, consolidation and sustainability improvements. *Amount: \$77,969 March 9 – April 30, 2012 Lead: Mark Probst*

Deliverable #3: Best Practices Review – Consultant shall document the best practices review methodology and results of the 4-6 peer interviews. Peers and questionnaire will be agreed-upon with SFMTA staff prior to conducting interviews. Peers will be selected to ensure comprehensive coverage of the range of SFMTA functions. *Amount: \$19,043 February 1 – March 30, 2012 Lead: Lauren Isaac*

Deliverable #4: Leases Review and Recommendations – Consultant shall review existing and proposed SFMTA leases. Consultant shall outline the potential revenue-generating opportunities identified in the existing leases by improving lease terms with lessees and by entering into agreements with private developers. The Consultant shall review and suggest opportunities to negotiate new leases and/or renegotiate terms (either on expiration or in exchange for concessions), including for cell phone and radio antennas and sites on SFMTA’s facilities and infrastructure. Consultant shall identify comparable market rates, lease opportunities and provide background materials for SFMTA negotiations to improve leases and licenses. *Amount: \$48,083 February 1– March 30, 2012 Lead: Reed Kawahara*

Deliverable #5: Conceptual Development of Capacity Improvements to Existing SFMTA Facilities visited. Consultant shall list the SFMTA facilities with potential for increased capacity. For each of those facilities, Consultant set forth and rank the sites based upon need and benefit, taking into consideration current zoning, heights, bulk, floor area ratio, existing and surrounding uses for each site. Consultant shall also provide recommendations for height changes and Planning Code changes to facilitate expansion of SFMTA’s facilities, and assess any effects of

such changes on Title VI and environmental justice populations. **Amount: \$46,503 February 1 – May 15, 2012 Lead: Mark Probst**

Deliverable #6A: Identify and Assess Appropriateness of New Sites for Future SFMTA Facilities – Consultant shall review up to six proposed locations that SFMTA is considering, as determined through the investigations completed in the prior Deliverables, and outline and describe the pros and cons of such locations for new facilities. For each location, Consultant shall create a list of potentially appropriate uses for selected sites, describe the current zoning, height, bulk, floor area ratio, existing and surrounding uses, and provide recommendations for height and Planning Code changes, permitting and other requirements. Consultant shall assess the Title VI and environmental justice aspects of each site, including required mapping of potential sites in reference to low-income and minority neighborhoods. **Amount: \$63,161 February 1 to June 5, 2012 Lead: David Prowler**

Deliverable #6B: New Facility Design – For up to two new proposed facilities Consultant shall include a conceptual layout of the facility, estimated acquisition and development costs, estimated capital, operating and maintenance costs, and other issues that SFMTA would need to consider developing the new sites. **Amount: \$39,426 March 30 to June 5, 2012 Lead: Mark Probst**

Deliverable #7A: Evaluate TOD Potential – For up to five TOD sites, Consultant shall analyze the revenue-generating potential, market demand, risk, operational issues, and financial feasibility of each site. Sites shall be ranked based agreed-upon criteria. **Amount: \$77,433 March 1 – June 5, 2012 Lead: Reed Kawahara**

Deliverable #7B: TOD/JD Sites' Land Use Plans and Schematic Drawings – Consultant shall present land use plans and schematic drawings of potential TOD and/or JD plans for the five selected sites. **Amount: \$34,785 March 1 – June 5, 2012 Lead: David Prowler and Gensler**

Deliverable #8: Develop Financial Chapter of Implementation Plan – Consultant shall develop a chapter of the *Vision Plan* covering financial issues, to include, but not be limited to, e SFMTA's existing funding options, identification of grant opportunities based on SFMTA properties in ABAG Priority Development Areas, evaluation of funding/financing options, and financial recommendations based on estimated cost and revenue projections. **Amount: \$47,343 March 1 – June 15, 2012 Lead: Reed Kawahara**

Deliverable #9: Draft #1 of the Vision Report – Consultant shall provide *Draft #1*, which shall incorporate all of the Group 1 deliverables either in the text and/or as exhibits. It shall be an accessible, “public-ready” document that clearly outlines the project’s methodology, findings, and a roadmap of next steps. **Amount: \$51,474 March 1 to June 29, 2012 Lead: Lauren Isaac**

Deliverable #10: Conduct up to three Workshops related to the Draft #1 - Consultants shall prepare materials and facilitate, with SFMTA, up to three workshops to obtain feedback and comments regarding the *Draft #1*. SFMTA shall have responsibility for all meeting logistics and, if required, translations of written material and verbal communications into languages other than English. The three workshops shall include:

1. Workshop #3: (same participants as Workshop #1 and Workshop #2)
2. Workshop #4: to be comprised of other SFMTA stakeholders – SFMTA Citizens’ Advisory Committee, SFMTA MAAC (Accessibility) Committee, SFCTA, Mayor’s Office, Board of Supervisors’ Aides, Planning Dept. staff, others TBD (SFMTA to provide lists)
3. Workshop #5: to be comprised of external SFMTA stakeholders (e.g., SPUR, neighborhood and community groups) (SFMTA to provide lists).

4. Analyze and prepare responses to comments received.
5. From these workshops, the Consultant shall assess and incorporate SFMTA's feedback into the *Draft #1* and present a *Draft #2* of the *Vision Report* for review by the SFMTA CAC, SFMTA stakeholders and other interested parties

Amount: \$30,000 July 10– August 15, 2012 Lead: David Prowler

Deliverable #11: Conduct up to three Workshops related to the Draft #2 of the Vision Report - Consultants shall prepare materials and facilitate, with SFMTA, up to three workshops to obtain feedback and comments regarding the *Draft #2*. SFMTA shall have responsibility for all meeting logistics and, if required, translations of written material and verbal communications into languages other than English. The three workshops shall include:

1. Workshop #6: (same participants as Workshop #3)
2. Workshop #7: (same participants as Workshop #4 and 5)
3. Analyze and prepare responses to comments received.
4. From these workshops, the consultant shall assess and incorporate SFMTA's feedback into the final *Vision Report*, which is to be finalized for SFMTA review by September 4, 2012.

Amount: \$30,000 August 20 – September 27, 2012 Lead: David Prowler

Deliverable #12: Presentations of the Vision Report to the SFMTA Board and Other City Leaders, and Accessible Version for Posting

The Consultant shall make presentations to the SFMTA Board and one additional presentation to other City leaders, and prepare an accessible version in English to be posted on the SFMTA's web site for public viewing. **Amount: \$10,000 October – November 2012 Lead: David Prowler**

SCOPE OF WORK – GROUP 2 – AS-NEEDED WORK

Subsequent to the presentation of the Report to the SFMTA Board of Directors, the SFMTA may request that the Consultant provide advice and assistance to the SFMTA as the SFMTA implements some or all of the recommendations provided in the *Vision Report*. This assistance may include any or all of the following:

- Participate in workshops and outreach efforts relating to proposed TOD and/or JD developments in various affected neighborhoods;
- Develop and/or review requests for information, qualifications or proposals (RFI, RFQ, RFP) for TOD/JD at the SFMTA's sites;
- Evaluate development proposals and qualifications of RFI, RFQ, and/or RFP proposers;
- Assess and rank the current and proposed zoning, the inclusion in designated growth areas with completed community-based plans and environmental evaluations, height, bulk and TOD and/or JD potential of each site in various proposals;
- Prepare economic analyses and projected land and other values under different scenarios and proposals;
- Prepare estimated financial projections of TOD and/or JD at various sites and proposals;
- Prepare and/or analyze land use plans and schematic architectural drawings of potential TOD and/or JD plans for various sites, and/or under various scenarios and proposals;

- Prepare real estate market, economic and financial analyses of revenue-generating potential from alternative development ideas;
- Provide comparative market analyses (“comps”) on an as-needed basis for commercial (land, retail, office, industrial, other) and residential (market rate and affordable) uses, both for sale and rental, for various parts of San Francisco and the Bay Area.
- Help provide information for, and review, environmental impact report documents (EIR, EIS), including proposed land uses, zoning, height, bulk, shading, transportation, transit, traffic, proposed uses, other areas as needed;
- Participate in complex real estate negotiations, including financial analyses, development agreement discussions, joint management and operating agreements, air rights, leases, purchase and/or sale agreements;
- Provide an insurance analysis that includes advice as to which SFMTA properties should be included in the City’s insurance policies with outside vendors and which properties should be self-insured by the City;
- Evaluate potential developers’ qualifications, including their knowledge of development in San Francisco, affordable housing requirements, all City ordinances, ability to obtain outside financing and public assistance sources, history of developing quality projects on time and on budget, and record of effective community outreach; help to prepare both answers to questions and presentations to various approval bodies;
- Provide recommendations on business entity structure and potential tax issues; and
- Provide real estate, architectural, environmental, economic feasibility advice and other expertise on an as-needed basis.

The following Tasks have been negotiated for Group 2:

Task #1: Monthly Meetings with the SFMTA Executive Committee and Board Preparation

– Consultant shall attend monthly oversight meetings with the Executive Committee, which consists of the Director of Transit, the Director of Sustainable Streets, the Director of Safety, Training, Security & Enforcement, the Chief Financial Officer, and the City’s Acting Director of Real Estate, to be attended by PB and Prowler. Consultant shall draft staff reports to the SFMTA Board and be available for two briefings of the Board. Prior to Board meetings, Consultant shall present a background briefing to SFMTA’s advisory body regarding the overall project.

Amount: \$24,000 February 1, 2012 – July 2013 Lead: David Prowler

Task #2: Planning, Analysis, and Community Outreach for two TOD Sites – Consultant shall provide the following information and analyses with respect to two potential TOD sites that SFMTA shall designate:

- Alternative site development scenarios, including mix of uses, heights and bulks, and design with estimated predevelopment costs, schedule, and revenues; *February 1 – March 1, 2012;*
- Options for disposition to developer, ranging from Agency responsibility for site planning and pre-development costs and risks to alternatives offering developers’ early participation, with a greater share of costs and risks. Estimated revenue impacts of the alternatives will be presented
- Consultants shall prepare materials in English sufficient to communicate alternative site development scenarios for the two TOD/JD sites to neighborhood leaders, other City Departments, and other stakeholders and, along with SFMTA, present conceptual designs for public vetting. Meetings with 6 - 8 neighborhood organizations, 2 public presentations, and 4 – 6 meetings with Planning Department and Mayor’s Office are included.

February 1 – March 30, 2012. Amount: \$20,000 Lead: David Prowler

Task #3: Replacement Housing Analysis – Consultant shall review and analyze alternative approaches to providing replacement housing for units removed as part of the Central Subway project. Consultant shall provide a report describing alternative locations, as well as the advantages and disadvantages of each in terms of timing, cost, and appropriateness.

Amount: \$10,000 February 1 – February 29, 2012 Lead: David Prowler

2. Precedence.

Contractor's proposal, dated September 7, 2011 is incorporated by reference as though fully set forth. In the event of any conflict, the documents making up the Agreement between the parties shall govern in the following order of precedence: 1) this Agreement and its appendices, 2) the Request for Proposals dated July 27, 2011, 3) Contractor's Proposal, dated September 7, 2011.

3. Reports

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

4. SFMTA Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the SFMTA will be the Senior Manager, SFMTA Real Estate Section.

Appendix B
Group 1 - Project Budget and Task Assignments (1)

Group 1	Stuart Sunshine	Jim Bourgart	David Prowler (LBE)	Rudy Nothenberg (LBE)	Mark Probst
Company Initials	PB	PB	DP	DP	PB
Role	Senior Advisor	Program Director	Project Manager	Senior Advisor	Facility Needs Analysis Team Lead
Billing Rate	\$275	\$275	\$275	\$250	\$253
Deliverable #1a - Reports Review/Kickoff Meeting		x	x	x	x
Deliverable #1b - Staff Workshop(s)	x	x			x
Deliverable #2a - Site visits & interviews		x	x	x	x
Deliverable #2b - Signal Shops Plan		x	x		x
Deliverable #2c - Facilities Solutions		x	x	x	x
Deliverable #3 - Best Practices Review		x	x	x	x
Deliverable #4 - Leases Review and Negotiations		x	x		
Deliverable #5 - Development of Capacity Improvements		x	x	x	x
Deliverable 6A-New Sites		x	x	x	x
Deliverable 6B-New Facilities Design		x	x		x
Deliverable 7A-Evaluate TOD Potential		x	x		
Deliverable 7B-TOD/JD Site Plans		x	x		
Deliverable 8-Financial Plan		x	x	x	
Deliverable 9-Draft Plan	x	x	x	x	x
Deliverable 10- 3 Workshops on Draft #1		x	x		x
Deliverable 11- 2 Workshops on Draft#2		x	x		x
Deliverable 12- Presentations to SFMTA Board and Others		x	x	x	
Total Cost					

Appendix B
Group 1 - Project Budget and Task Assignments (2)

Group 1	Ken McDonald	Angelo Figone (LBE)	John Pappas (LBE)	Andy Immroth	Junior (TBD)
Company Initials	PB	CHS	CHS	PB	PB
Role	O&M	O&M	O&M	Maintenance Facility Specialist	Design
Billing Rate	\$275	\$175	\$150	\$117	\$72
Deliverable #1a - Reports Review/Kickoff Meeting	x				
Deliverable #1b - Staff Workshop(s)		x			
Deliverable #2a - Site visits & interviews		x	x	x	x
Deliverable #2b - Signal Shops Plan		x	x	x	x
Deliverable #2c - Facilities Solutions		x	x	x	x
Deliverable #3 - Best Practices Review					
Deliverable #4 - Leases Review and Negotiations					
Deliverable #5 - Development of Capacity Improvements		x	x	x	x
Deliverable 6A-New Sites					
Deliverable 6B-New Facilities Design		x	x	x	x
Deliverable 7A-Evaluate TOD Potential					
Deliverable 7B-TOD/JD Site Plans					
Deliverable 8-Financial Plan					
Deliverable 9-Draft Plan	x				
Deliverable 10- 3 Workshops on Draft #1					
Deliverable 11- 2 Workshops on Draft#2					
Deliverable 12- Presentations to SFMTA Board and Others					
Total Cost					

Appendix B
Group 1 - Project Budget and Task Assignments (3)

Group 1	Paul Rothenbiller	Matt Geyer	Shing Owyang	Tiffany Batac	Lauren Isaac
Company Initials	PB	PB	PB	PB	PB
Role	Design	Design	Design Structural Engineer	Environmental Sustainability	Implementat ion Strategy Team Lead
Billing Rate	\$260	\$157	\$224	\$101	\$178
Deliverable #1a - Reports Review/Kickoff Meeting					x
Deliverable #1b - Staff Workshop(s)					x
Deliverable #2a - Site visits & interviews	x		x	x	
Deliverable #2b - Signal Shops Plan	x				
Deliverable #2c - Facilities Solutions	x		x	x	
Deliverable #3 - Best Practices Review					x
Deliverable #4 - Leases Review and Negotiations				x	
Deliverable #5 - Development of Capacity Improvements	x	x			
Deliverable 6A-New Sites					
Deliverable 6B-New Facilities Design	x	x		x	
Deliverable 7A-Evaluate TOD Potential					
Deliverable 7B-TOD/JD Site Plans					
Deliverable 8-Financial Plan					
Deliverable 9-Draft Plan					x
Deliverable 10- 3 Workshops on Draft #1					x
Deliverable 11- 2 Workshops on Draft#2					x
Deliverable 12- Presentations to SFMTA Board and Others					x
Total Cost					

Appendix B
Group 1 - Project Budget and Task Assignments (4)

Group 1	Greg Higgins	Junior (TBD)	Bahram Khamenehpour (LBE)	Larry Anderson	Lewis Knight
Company Initials	SITA	SITA	AGS	Teecom	Gensler
Role	Cell Phone Lease Review	Cell Phone Lease Review	Environmental (HazMat)	Information Technology	Planning/Urban Design Lead
Billing Rate	\$275	\$75	\$195	\$275	\$165
Deliverable #1a - Reports Review/Kickoff Meeting					
Deliverable #1b - Staff Workshop(s)					
Deliverable #2a - Site visits & interviews			x	x	x
Deliverable #2b - Signal Shops Plan			x		x
Deliverable #2c - Facilities Solutions			x		x
Deliverable #3 - Best Practices Review					
Deliverable #4 - Leases Review and Negotiations	x	x		x	
Deliverable #5 - Development of Capacity Improvements					
Deliverable 6A-New Sites					x
Deliverable 6B-New Facilities Design					
Deliverable 7A-Evaluate TOD Potential					x
Deliverable 7B-TOD/JD Site Plans					x
Deliverable 8-Financial Plan					
Deliverable 9-Draft Plan					
Deliverable 10- 3 Workshops on Draft #1					
Deliverable 11- 2 Workshops on Draft#2					
Deliverable 12- Presentations to SFMTA Board and Others					
Total Cost					

Appendix B
Group 1 - Project Budget and Task Assignments (5)

Group 1	Ed Schnaar	Michelle Lin	Junior Planner (TBD)	Reed Kawahara	Jerry Keyser
Company Initials	Gensler	Gensler	Gensler	KMA	KMA
Role	Regulation (Building Code)	Urban Designer LEED-Certified	Architectural Designer	Solutions Team Lead	TOD/JD Evaluation
Billing Rate	\$165	\$115	\$115	\$250	\$275
Deliverable #1a - Reports Review/Kickoff Meeting					
Deliverable #1b - Staff Workshop(s)					
Deliverable #2a - Site visits & interviews					
Deliverable #2b - Signal Shops Plan					
Deliverable #2c - Facilities Solutions					
Deliverable #3 - Best Practices Review					
Deliverable #4 - Leases Review and Negotiations				x	x
Deliverable #5 - Development of Capacity Improvements					
Deliverable 6A-New Sites	x	x	x		
Deliverable 6B-New Facilities Design					
Deliverable 7A-Evaluate TOD Potential				x	x
Deliverable 7B-TOD/JD Site Plans	x	x	x		
Deliverable 8-Financial Plan				x	
Deliverable 9-Draft Plan					
Deliverable 10- 3 Workshops on Draft #1				x	
Deliverable 11- 2 Workshops on Draft#2				x	
Deliverable 12- Presentations to SFMTA Board and Others					
Total Cost					

Appendix B
Group 1 - Project Budget and Task Assignments (6)

Group 1	Junior Economist (TBD)	Bob Kuo (LBE)	Mary Doan	Barbara Maloney	Charmaine Curtis
Company Initials	KMA	RK	PB	BMS	DP
Role	TOD/JD Evaluation	Public Finance	Project Administrator	Public Outreach Land Use	Senior Advisor
Billing Rate	\$168	\$185	\$109	\$200	\$250
Deliverable #1a - Reports Review/Kickoff Meeting			x		x
Deliverable #1b - Staff Workshop(s)			x	x	x
Deliverable #2a - Site visits & interviews			x		
Deliverable #2b - Signal Shops Plan			x		
Deliverable #2c - Facilities Solutions			x		
Deliverable #3 - Best Practices Review			x		
Deliverable #4 - Leases Review and Negotiations	x		x		
Deliverable #5 - Development of Capacity Improvements			x		
Deliverable 6A-New Sites			x		
Deliverable 6B-New Facilities Design			x		
Deliverable 7A-Evaluate TOD Potential	x		x		x
Deliverable 7B-TOD/JD Site Plans			x		x
Deliverable 8-Financial Plan		x	x		
Deliverable 9-Draft Plan			x		
Deliverable 10- 3 Workshops on Draft #1		x	x	x	
Deliverable 11- 2 Workshops on Draft#2		x	x	x	
Deliverable 12- Presentations to SFMTA Board and Others			x		
Total Cost					

Appendix B
Group 1 - Project Budget and Task Assignments (7)

Group 1	TOTAL COST
Deliverable #1a - Reports Review/Kickoff Meeting	\$30,000
Deliverable #1b - Staff Workshop(s)	\$25,000
Deliverable #2a - Site visits & interviews	\$90,000
Deliverable #2b - Signal Shops Plan	\$20,000
Deliverable #2c - Facilities Solutions	\$77,969
Deliverable #3 - Best Practices Review	\$19,043
Deliverable #4 - Leases Review and Negotiations	\$48,083
Deliverable #5 - Development of Capacity Improvements	\$46,503
Deliverable 6A-New Sites	\$63,161
Deliverable 6B-New Facilities Design	\$39,426
Deliverable 7A-Evaluate TOD Potential	\$77,433
Deliverable 7B-TOD/JD Site Plans	\$34,785
Deliverable 8-Financial Plan	\$47,343
Deliverable 9-Draft Plan	\$51,474
Deliverable 10- 3 Workshops on Draft #1	\$15,000
Deliverable 11- 2 Workshops on Draft#2	\$15,000
Deliverable 12- Presentations to SFMTA Board and Others	\$10,000
Total Cost	\$710,220

Group 1 - Project Budget and LBE Distribution

LBE Percentage and Distribution	Non-LBE	LBE	Total
Total	\$461,643	\$248,577	\$710,220
% of Total	65%	35%	100%

Appendix B
Group 2 - Project Budget and Task Assignments (1)

Group 2	Stuart Sunshine	Jim Bourgart	David Prowler	Rudy Nothenberg	Mark Probst
Company Initials	PB	PB	DP	DP	PB
Role	Senior Advisor	Program Director	Project Manager	Senior Advisor	Facility Needs Analysis Team Lead
Billing Rate	\$275	\$179	\$275	\$275	\$253
Task 1 - ExCom and Board Participation	x	x	x	x	x
Task 2 - Community Outreach, 2 TOD Sites		x	x		
Task 3 - Replacement Housing		x	x		
Task Orders TBD					
Total Cost					

**Appendix B
Group 2 - Project Budget and Task Assignments (2)**

Group 2	Ken McDonald	Angelo Figone	John Pappas	Andy Immroth	Junior (TBD)
Company Initials	PB	CHS	CHS	PB	PB
Role	O&M	O&M	O&M	Maintenance Facility Specialist	Design
Billing Rate	\$275	\$175	\$150	\$117	\$72
Task 1 - ExCom and Board Participation					
Task 2 - Community Outreach, 2 TOD Sites					
Task 3 - Replacement Housing					
Task Orders TBD					
Total Cost					

**Appendix B
Group 2 - Project Budget and Task Assignments (3)**

Group 2	Paul Rothenbiller	Matt Geyer	Shing Owyang	Tiffany Batac	Lauren Isaac
Company Initials	PB	PB	PB	PB	PB
Role	Design	Design	Design Structural Engineer	Environmental Sustainability	Implementation Strategy Team Lead
Billing Rate	\$260	\$157	\$224	\$101	\$178
Task 1 - ExCom and Board Participation					x
Task 2 - Community Outreach, 2 TOD Sites					
Task 3 - Replacement Housing					
Task Orders TBD					
Total Cost					

**Appendix B
Group 2 - Project Budget and Task Assignments (4)**

Group 2	Greg Higgins	Junior (TBD)	Bahram Khamenehpour	Larry Anderson	Lewis Knight
Company Name	SITA	SITA	AGS	Teecom	Gensler
Role	Cell Phone Lease Review	Cell Phone Lease Review	Environmental (HazMat)	Information Technology	Planning/Urban Design Lead
Billing Rate	\$275	\$76	\$198	\$275	\$168
Task 1 - ExCom and Board Participation					
Task 2 - Community Outreach, 2 TOD Sites					x
Task 3 - Replacement Housing					
Task Orders TBD					
Total Cost					

**Appendix B
Group 2 - Project Budget and Task Assignments (5)**

Group 2	Ed Schnaar	Michelle Lin	Junior Planner (TBD)	Reed Kawahara	Jerry Keyser
Company Name	Gensler	Gensler	Gensler	KMA	KMA
Role	Regulation (Building Code)	Urban Designer LEED-Certified	Architectural Designer	Solutions Team Lead	TOD/JD Evaluation
Billing Rate	\$168	\$117	\$117	\$254	\$275
Task 1 - ExCom and Board Participation				x	
Task 2 - Community Outreach, 2 TOD Sites				x	
Task 3 - Replacement Housing				x	
Task Orders TBD					
Total Cost					

**Appendix B
Group 2 - Project Budget and Task Assignments (6)**

Group 2	Junior Economist (TBD)	Bob Kuo	Mary Doan	Barbara Maloney	Charmaine Curtis
Company Initials	KMA	RK	PB	BMS	DP
Role	TOD/JD Evaluation	Public Finance	Project Administrator	Public Outreach Land Use	Senior Advisor
Billing Rate	\$170	\$188	\$111	\$109	\$250
Task 1 - ExCom and Board Participation			x		x
Task 2 - Community Outreach, 2 TOD Sites			x	x	x
Task 3 - Replacement Housing			x		x
Task Orders TBD					
Total Cost					

**Appendix B
Group 2 - Project Budget and Task Assignments (7)**

Group 2	TOTAL COST
Task 1 - ExCom and Board Participation	\$24,000
Task 2 - Community Outreach, 2 TOD Sites	\$20,000
Task 3 - Replacement Housing	\$10,000
Task Orders TBD	\$296,000
Total Cost	\$350,000

Group 2 - Project Budget and LBE Distribution

LBE Percentage and Distribution	Non-LBE	LBE	Total
Total	\$227,500	\$122,500	\$350,000
% of Total	65%	35%	100%

**Appendix B
Calculation of Charges**

Contractor: **Parsons Brinckerhoff**

PB EMPLOYEE Name	Current Base Rate	Adjusted Base Rate	Overhead w/out FCCM	Margin	Current Billing Rate	Billing Rate in SFMTA Contract*
Stuart Sunshine	\$ 122.720	\$ 122.72	\$ 192.92	\$ 31.56	\$ 347.20	\$ 275.00
Jim Bourgart	\$ 103.799	\$ 103.80	\$ 163.17	\$ 6.70	\$ 293.67	\$ 275.00
Lauren Isaac	\$ 62.801	\$ 62.80	\$ 98.72	\$ 16.15	\$ 177.68	\$ 177.68
Tim Thornton	\$ 48.100	\$ 48.10	\$ 75.61	\$ 12.37	\$ 136.08	\$ 136.08
Paul Rothenbiller	\$ 91.753	\$ 91.75	\$ 144.24	\$ 23.60	\$ 259.59	\$ 259.59
Mark Probst	\$ 89.457	\$ 89.46	\$ 140.63	\$ 23.01	\$ 253.09	\$ 253.09
Matt Geyer	\$ 55.500	\$ 55.50	\$ 87.25	\$ 14.27	\$ 157.02	\$ 157.02
Virginia Tanzmann	\$ 85.597	\$ 85.60	\$ 134.56	\$ 22.02	\$ 242.17	\$ 242.17
Mark Linsenmayer	\$ 54.223	\$ 54.22	\$ 85.24	\$ 13.95	\$ 153.41	\$ 153.41
Tom Hester	\$ 72.455	\$ 72.46	\$ 113.90	\$ 18.64	\$ 204.99	\$ 204.99
Mark Briggs	\$ 112.981	\$ 112.98	\$ 177.61	\$ 29.06	\$ 319.65	\$ 275.00
Ken Mcdonald	\$ 99.304	\$ 99.30	\$ 156.11	\$ 25.54	\$ 280.95	\$ 275.00
Tiffany Batac	\$ 35.594	\$ 35.59	\$ 55.95	\$ 9.15	\$ 100.70	\$ 100.70
Bruce Rich	\$ 82.251	\$ 82.25	\$ 129.30	\$ 21.15	\$ 232.70	\$ 232.70
Mike Medve	\$ 46.635	\$ 46.64	\$ 73.31	\$ 11.99	\$ 131.94	\$ 131.94
Mary Doan	\$ 38.455	\$ 38.46	\$ 60.45	\$ 9.89	\$ 108.80	\$ 108.80
Shing Owyang	\$ 79.330	\$ 79.33	\$ 124.71	\$ 20.40	\$ 224.44	\$ 224.44

**APPENDIX C
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
TASK ORDER FORM**

Contract/Project Title _____ Contract No. _____

Contractor Name _____ Project No. _____

TASK ORDER DESCRIPTION

TASK TITLE		
<input type="checkbox"/> New Task Order <input type="checkbox"/> Revised Task Order		
TASKS TO BE PERFORMED		
SCHEDULE		
Start Date:	Estimated Completion Date:	
Budget Amount: \$	Index Code:	
DELIVERABLES		
Descriptions	Date Requested	Quantity
APPROVALS		
Approved _____	Date: _____	
[name of project manager] [project name] Program Manager		
Approved _____	Date: _____	
[name of division deputy director] Deputy Director of [name of division]		