

**THIS PRINT COVERS CALENDAR ITEM NO.: 15**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Finance and Information Technology

**BRIEF DESCRIPTION:**

Authorizing the Director to execute Amendment #1 to Contract No. 2018-03, Building Progress Environmental Review and Public Outreach, with SWCA Environmental Consultants (Consultant), to increase the contract amount by \$1,000,000 for additional environmental review and public outreach services, for a total not to exceed \$2,750,000 with no extension of time.



**SUMMARY:**

- In 2018, the SFMTA Board of Directors authorized the Director of Transportation to execute Contract No. 2018-03 (Contract) with SWCA, in an amount not to exceed \$1,750,000 and for a term of three years, with two one-year extension options.
- The Contract funds the preparation of an Environmental Impact Report (EIR) for the Potrero Yard Modernization Project (Potrero Project), and as-needed environmental and outreach services for the Building Progress Program, if funding were to become available.
- Changes in the program, conceptual design of the Potrero Project, including greater bus storage and maintenance capacity and a substantial residential joint-development component, require that Consultant provide additional environmental review and public outreach services to support the EIR process.
- The extent of public outreach activities related to Potrero have been well received but have been more time- and resource-intensive than initially anticipated.
- The Amendment will increase the total not-to-exceed amount of the Contract by \$1,000,000 to pay for further environmental review and outreach for the Potrero Project and support outreach for other projects within the Agency's Building Progress Program.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Amendment #1 to SFMTA Contract No. 2018-03

**APPROVALS:**

DIRECTOR   
SECRETARY 

**DATE**

January 13, 2020

January 13, 2020

**ASSIGNED SFMTAB CALENDAR DATE:** January 21, 2020

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### **PURPOSE**

Approving Amendment #1 to Contract No. 2018-03, Building Progress Environmental Review and Public Outreach, with SWCA Environmental Consultants to increase the contract amount by \$1,000,000 for additional environmental review and public outreach services, for a total not to exceed \$2,750,000 with no extension of time.

### **STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES**

This item will meet the following goals and objectives of the SFMTA Strategic Plan and Transit First Policy Principles:

Goal 2: Make transit and other sustainable modes of transportation the most attractive and preferred means of travel.

Objective 2.1: Improve transit service.

Objective 2.2: Enhance and expand use of the city's sustainable modes of transportation.

Goal 3: Improve the quality of life and environment in San Francisco and the region.

Objective 3.2: Advance policies and decisions in support of sustainable transportation and land use principles.

Objective 3.4: Provide environmental stewardship to improve air quality, enhance resource efficiency, and address climate change.

Goal 4: Create a workplace that delivers outstanding service.

Objective 4.2: Improve the safety, security, and functionality of SFMTA work environments.

#### **Transit First Policy Principles**

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.
2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.
3. Decisions regarding the use of limited public street and sidewalk space shall encourage the use of public rights of way by pedestrians, bicyclists, and public transit, and shall strive to reduce traffic and improve public health and safety.
5. Pedestrian areas shall be enhanced wherever possible to improve the safety and comfort of pedestrians and to encourage travel by foot.

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6. Bicycling shall be promoted by encouraging safe streets for riding, convenient access to transit, bicycle lanes, and secure bicycle parking.
7. Parking policies for areas well served by public transit shall be designed to encourage travel by public transit and alternative transportation.
8. New transportation investment should be allocated to meet the demand for public transit generated by new public and private commercial and residential developments.
9. The ability of the City and County to reduce traffic congestion depends on the adequacy of regional public transportation. The City and County shall promote the use of regional mass transit and the continued development of an integrated, reliable, regional public transportation system.
10. The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will not adversely affect the service provided by the Municipal Railway.

**DESCRIPTION**

**Background**

In 2017 the SFMTA launched the Building Progress Program (Building Progress), which is a multi-year capital campaign to replace, modernize, and expand the Agency's facilities. A major project under Building Progress is the Potrero Yard Modernization Project (Potrero Project). The Potrero Project entails the complete reconstruction of the Potrero Bus Yard, one of the oldest and most outmoded of the SFMTA's bus facilities. The original plan was to replace the existing facility would be a modern, seismically safe and resilient bus maintenance and storage facility with expanded capacity to accommodate a growing bus fleet, including battery electric buses. Following discussions with various stakeholders, the new Potrero Yard would also include housing above the new bus facility and ground floor commercial uses.

In anticipation of such a complex project and reviewing lessons learned from other major SFMTA capital projects, a key component of the successful delivery of the Building Progress Program was to optimize schedule by managing the time to secure technical and support resources. Instead of waiting for the resource to be secured when the work product was needed (which results in delays to obtain appropriate approvals), the procurement of such resources could occur while other technical work was being produced.

This was designed to secure the resources for the Potrero Project in order to meet the planned schedule, and also have the resources in place for other critical projects such as Muni Metro East Expansion and the future Presidio Modernization Project.

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To that end, in 2018 the Board adopted Resolution No. 180116-004 authorizing the Director of Transportation to execute a Contract for environmental review and public outreach services. The Contract was with SWCA Environmental Consultants (Consultant) in an amount not to exceed \$1,750,000 and for a term of three years, with two one-year extension options.

The scope of services for this Contract are:

1. Preparation of an Environmental Impact Report (EIR) for the Potrero Project,
2. Consultant support for an intensive stakeholder engagement program for Building Progress projects generally.

The original contract award for \$1,750,000 was based on the funding available at the time of award.

A key component of the Building Progress Program is to provide outstanding public outreach and engagement. Staff, in anticipation of the scope and complexity of such projects at Potrero, prepared a full Public Outreach and Engagement Plan. Since execution of the Contract, the SFMTA and Civic Edge, the community outreach subconsultant on the Contract, have implemented a robust stakeholder engagement program for the Potrero Project. The program included the formation of an ad-hoc volunteer working group and numerous public workshops, open houses, and grassroots outreach.

As a result, the plan and initial design of the Potrero Project have evolved significantly. This outreach process has been widely praised for its transparency, its visibility to the public, and the overall quality of outreach events and materials.

At the same time, the Potrero Yard outreach process has expended more resources than was initially anticipated. When the Consultant Contract was executed, the SFMTA did not fully appreciate the number of community events that would need to be held; the staffing and graphic design resources that would be required; and the extent of grassroots engagement required. As a result, the Contract budget for community outreach has been expended more quickly than anticipated. The Contract's budget for as-needed outreach services has now been fully expended.

For the environmental review component of the Contract scope, the Consultant has completed numerous tasks at the SFMTA's direction over the past 22 months. These include:

- Reviewing background data on Potrero Yard including previously completed studies and reports;
- Leading an environmental kick-off meeting with the San Francisco Planning Department;
- Preparing a detailed schedule for the environmental review process;
- Scoping several of the studies (e.g. transportation, wind analyses) required for environmental review;
- Drafting a project description.

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As a result of these efforts, the Planning Department formally initiated its environmental review of the Potrero Project in November 2019.

As with the public outreach process, the extent of environmental review for the Potrero Project is greater than was originally anticipated. As a result of internal (SFMTA) and community feedback, the Potrero Project has grown in scale. While it was originally anticipated to be a two-level bus facility that would replace Potrero's existing capacity, the Potrero Project is now expected to be a three-level facility accommodating 50% more buses than the current Potrero Yard. Furthermore, at the beginning of the Contract, the SFMTA did not know whether housing would be feasible at the site and if so, the scale of housing development. After extensive study and community outreach, the Potrero Project is now expected to include approximately 560 housing units, 50% of which would be affordable. Both the housing component and the larger transit component of the Potrero Project trigger additional layers of environmental review, such as public noticing requirements and further technical studies. This additional review necessitates additional budget under this Contract.

### **Proposed Amendment to Contract**

This proposed amendment to the Contract would consist of the following elements:

- Increased budget for environmental review of the Potrero Project, given that the Project is larger and more complex than originally anticipated;
- Increased budget for community outreach for the Potrero Project and for Building Progress generally, given that the scale of community engagement for Potrero has been greater than originally anticipated.
- Increased budget for community outreach related to an interim bus facility that will house the buses temporarily displaced from Potrero Yard during its reconstruction.

The Contract, as originally formulated, anticipated that as-needed services would be provided for several projects, however the budget available at the time of award, in the amount of \$1,750,000, was insufficient for all the planned services over the course of the contract. With additional budgetary resources in place and the understanding of the complexity of work needed, the contract is now recommended to be amended to add \$1M.

The amended Contract would budget for Consultant, and its subcontractors: Civic Edge, a Local Business Enterprise (LBE), Fehr & Peers, LCW Consulting (LBE), RWDI, PreVision (LBE), Yuki Kawaguchi, InterEthnica (LBE), and Direct Mail Center (LBE). The updated fee schedule is incorporated into the proposed amended budget and increases the overall contract amount by \$1M, for a total not to exceed amount of \$2,750,000. With the updated fee schedule, the Contract continues to exceed the overall LBE subcontracting participation goal of 25 percent, including as-needed services.

The proposed amendment also updates the Contract schedule to reflect the SFMTA's updated schedule for the Potrero Project. The SFMTA submitted a Project Application to the Planning Department for the Potrero Project in November 2019. Submission of a Project Application to

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Planning initiates the environmental review process, which is a major project schedule driver.

### **STAKEHOLDER ENGAGEMENT**

Since the launch of the Building Progress Program in 2017, the SFMTA has led an extensive, multi-pronged community outreach effort focused especially on the reconstruction of Potrero Yard. Stakeholder engagement is a major part of the Contract scope. Major outreach activities in support of Potrero Yard and Building Progress include:

- Three community open houses in late 2017 introducing the public to the SFMTA's facility needs and the Building Progress program.
- Formation of the Potrero Yard Neighborhood Working Group to guide decision-making for Potrero Yard. The Working Group has met ten times since it was convened in October 2018.
- Two community workshops about Potrero Yard in December 2018 with an emphasis on urban design, building height, and community amenities.
- Two community workshops about Potrero Yard in February 2019 centering on housing as a potential joint use for the site, shadow impacts, and transportation impacts on the surrounding neighborhood.
- An open house in August 2019 focusing on the essential transit function of a rebuilt Potrero Yard and the current condition of the maintenance and operations facilities. This event included a series of walking tours of the Yard.
- An open house in October 2019 that presented the draft concept for a new Potrero Yard including housing above.
- Numerous meetings with neighborhood organizations and individual neighbors.
- Presentations before the SFMTA Board's Policy and Governance Committee (PAG) apprising PAG of the status of Potrero Yard and Building Progress in general.
- Numerous meetings with the District 9 and District 10 Supervisors and periodic updates to the other nine members of the Board of Supervisors.
- Attendance at community events in the vicinity of Potrero Yard, such as Fiesta de las Americas in September 2019.
- Four in-reach meetings with maintenance and operations staff at Potrero Yard in October 2019.
- Extensive dialogue with partner City agencies including Public Works, Planning, the Mayor's Office of Housing and Community Development, and the Office of Economic and Workforce Development.

The SFMTA has received extensive feedback from the community on numerous aspects of the Potrero Yard project. To date, the project has benefitted from an ambitious, transparent community process.

### **ALTERNATIVES CONSIDERED**

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Because environmental review is a regulatory requirement for all discretionary projects, the SFMTA must complete this work to proceed with the Potrero Project. Stakeholder engagement at the robust level and pace of the current outreach effort is integral to the SFMTA's ability to successfully implement this project.

The primary alternative to amending the contract would be to use SFMTA environmental review and public outreach services staff. The SFMTA does not have in-house capacity to perform this work. Environmental review of large projects is complex, sporadic, intensive, and requires highly specialized expertise. Environmental review for a project of Potrero's scale also involves many work hours over short periods of time, interspersed among slower periods that demand fewer resources. The SFMTA has been building up its outreach and engagement staff but does not have staff large enough to support this program fully.

The Consultant team and its outreach partner, Civic Edge, have significant, demonstrable experience with the Contract's scope and have successfully partnered with the SFMTA on this program for the last 22 months. Staff believes that the proposed amendment will add substantial benefit to the SFMTA and yield the best outcome.

**FUNDING IMPACT**

The Amendment adds \$1,000,000 to the Contract amount for a total not to exceed \$2,750,000. Funds for implementation of this contract amendment are in the Fiscal Year 2020 Operating Budget.

**ENVIRONMENTAL REVIEW**

On December 19, 2017, the SFMTA, under authority delegated by the Planning Department, determined that the SFMTA Contract No. 2018-03, Building Progress Environmental Review & Public Outreach and Engagement is not defined as a "project" under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b). This finding is also applicable to this amendment request.

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

**OTHER APPROVALS RECEIVED OR STILL REQUIRED**

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

The Civil Service Commission approved this contract at its May 1, 2017 meeting for a not to exceed amount of \$3,000,000. The original Contract budget was \$1,750,000, and the 1<sup>st</sup> Amendment brings the revised contract total to \$2,750,000. As this amount is less than was approved by the Civil Service Commission, additional action by the Civil Service Commission is not required at this time.

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**RECOMMENDATION**

Staff recommends that the SFMTA Board of Directors authorize the Director to execute Amendment #1 to Contract No. 2018-03, Building Progress Environmental Review and Public Outreach, with SWCA Environmental Consultants to increase the contract amount by \$1,000,000 for additional environmental review and public outreach services, for a total not to exceed \$2,750,000 with no extension of time.



SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, In 2013, the SFMTA completed a comprehensive analysis of its real estate holdings and future real estate needs through the year 2030; and,

WHEREAS, On January 16, 2018, the SFMTA Board of Directors authorized the Director of Transportation to enter into SFMTA Contract No. 2018-03, Building Progress Environmental Review and Public Outreach and Engagement (Contract), with SWCA Environmental Consultants (Consultant), for environmental review and public outreach and engagement services for the SFMTA's Building Progress program, in an amount not to exceed \$1,750,000 and for a term of three years, with two one-year extension options; and,

WHEREAS, Since execution of the Contract, the SFMTA and Consultant have been implementing a robust and intensive stakeholder engagement program to shape the Building Progress program and initial design of the Potrero Yard Modernization Project (Project); and,

WHEREAS, Over the term of the Contract, Consultant has worked diligently at the request of the SFMTA to initiate the environmental review process as directly by the San Francisco Planning Department and the California Environmental Quality Act (CEQA); and,

WHEREAS, The last two years of planning for the Project, in coordination with stakeholders, the SFMTA, and other City departments, has yielded a larger development concept for the Project, necessitating a more in depth environmental review; and,

WHEREAS, The last two years of planning for the Project have required more extensive and resource intensive community outreach than the Contract originally anticipated; and,

WHEREAS, This proposed First Amendment to Contract No. 2018-03 will fund additional environmental review and public outreach and engagement services for the revised Project, as well as fund outreach efforts for additional Building Progress projects; and,

WHEREAS, This proposed First Amendment to Contract No. 2018-03 adds an additional \$1,000,000 to the Contract amount; and,

WHEREAS, Work under the First Amendment to Contract No. 2018-03 will be funded by local sources; and,

WHEREAS, On December 19, 2017, the SFMTA, under authority delegated by the Planning Department, determined that SFMTA Contract No. 2018-03, Building Progress Environmental Review and Public Outreach and Engagement is not defined as a "project" under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, This determination also applies to the First Amendment and a copy of the

CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; now, therefore be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director to execute Amendment #1 to SFMTA Contract No. 2018-03, Building Progress Environmental Review and Public Outreach, with SWCA Environmental Consultants, to increase the contract amount by \$1,000,000 for additional environmental review and public outreach services, for a total not to exceed \$2,750,000 with no extension of time.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of January 21, 2020

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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., 7<sup>th</sup> Floor  
San Francisco, California 94103**

**First Amendment**

**Contract No. SFMTA-2018-03**

THIS AMENDMENT (Amendment) is made as of \_\_\_\_\_, in San Francisco, California, by and between SWCA, Incorporated, **dba SWCA Environmental Consultants** (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

**Recitals**

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the amount of the Agreement, and to modify the Contract scope to add deliverables and modify one task from the Agreement.
- C. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals issued on August 23, 2017, and this modification is consistent with the procurement process.

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

**Definitions**

The following definitions shall apply to this Amendment:

**Agreement.** The term “Agreement” shall mean the Agreement dated January 17, 2018, between Contractor and City.

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

## Modifications to the Agreement

A new Section 1.16 (Confidential Information) is added to the Agreement to read as follows:

**1.16 “Confidential Information”** means confidential City information including, but not limited to, personally-identifiable information (PII), protected health information (PHI), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

A new Section 11.14 (Notification of Legal Requests) is added to the Agreement to read as follows:

**11.14 Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (Legal Requests) related to all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), or which in any way might reasonably require access to City’s Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

A new Section 13.4 (Management of City Data and Confidential Information) is added to the Agreement to read as follows:

### **13.4 Management of City Data and Confidential Information.**

**13.4.1 Access to City Data.** City shall at all times have access to and control of all City Data and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

**13.4.2 Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

**13.4.3 Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within 48 hours return all Confidential Information, including all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within 10 business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the Data or for production of the Data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five business days of the purge.

1.4 Section 4.5 (Assignment) of the Agreement is replaced in its entirety to read as follows:

**4.5 Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an "Assignment") unless first approved by City by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. The City's approval of any such

Assignment is subject to the Contractor demonstrating to City's reasonable satisfaction that the proposed transferee is: (a) reputable and capable, financially and otherwise, of performing each of Contractor's obligations under this Agreement and any other documents to be assigned, (b) not forbidden by applicable law from transacting business or entering into contracts with City; and (c) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

A new Section 7.3 (Withholding) is added to the Agreement to read as follows:

**7.3 Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

Section 10.4 (Consideration of Salary History) of the Agreement is replaced in its entirety to read as follows:

**10.4 Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (a) asking such applicants about their current or past salary or (b) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

Section 10.11 (Limitations on Contributions) of the Agreement is replaced in its entirety to read as follows:

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of 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, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (a) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (b) a candidate for that City elective office, or (c) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. 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 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

Section 3.3.1 (Amount) of the Agreement is replaced in its entirety to read as follows:

Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B (Project Schedule, Budget, and Payment Procedures), attached hereto and incorporated by reference as though fully set forth herein. Compensation shall be made for Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00). The breakdown of charges associated with this Agreement appears in Appendix B. The City may withhold a portion of payment as retention until conclusion of the Agreement, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments

Appendix A (Scope of Services) is replaced in its entirety by a new Appendix A attached hereto.

Appendix B (Project Schedule, Budget, and Payment Procedures) is replaced in its entirety by a new Appendix B attached hereto.

### **Effective Date**

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

### **Legal Effect**

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



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

<b>CITY</b>	<b>CONTRACTOR</b>
San Francisco Municipal Transportation Agency	SWCA Environmental Consultants
_____ Jeffery Tumlin Director of Transportation  Authorized By:  Municipal Transportation Agency Board of Directors  Resolution No: _____ Adopted: _____ Attest: _____ Roberta Boomer, Secretary	_____ Robert Kroeger Senior Vice President, West Region 330 Townsend Street, Suite 216 San Francisco, CA 94107  City vendor number: 0000003075
Approved as to Form:  Dennis J. Herrera City Attorney  By: _____ Isidro Jimenez Deputy City Attorney	

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**Appendices:**

Appendix A (Scope of Services)

Appendix B (Project Schedule, Budget, and Payment Procedures)

## **APPENDIX A**

### **Scope of Services**

#### **A. PROJECT OVERVIEW**

1. Building Progress Program. In January 2017, the SFMTA completed the 2017 Facilities Framework to assess existing conditions at SFMTA facilities and plan for future facilities capital projects. The SFMTA is now commencing implementation of the program, now referred to by the program name, Building Progress. The Building Progress Program includes several capital initiatives, including the Potrero Yard Modernization Project, the Muni Metro East Expansion, and the Enforcement Headquarters and Joint Use Project.
2. Program Scoping and Implementation Scenarios. The Building Progress Program is in the project definition phase. The SFMTA is jointly pursuing two implementation scenarios, and additionally considering addition of complementary, non-transit uses that are assumed to be residential uses (“joint uses” or “joint development”). Through a separate contract, the SFMTA is working with a consultant team on transit requirements by site, as well as feasibility analysis for potential joint development. SWCA and its subconsultant team (“Consultant”) shall diligently review prior materials to comprehend the project status to date, as presented in Phase 1, Task 1 below.
3. Outreach and Engagement. The Building Progress Program, as well as the capital projects that fall under its umbrella, require robust and sustained outreach and engagement. The Consultant shall design, implement, and support outreach and engagement as outlined in the Scope of Services for the Building Progress Program, and its subsidiary projects, throughout the term of this Contract (see Phase 10, below).
4. Potrero Yard Modernization Project. The MUNI Potrero Yard houses a fleet of trolley coach buses. Potrero Yard is outmoded and must be completely rebuilt, possibly including joint development that could potentially include increasing the height limit and the development of a mix of market and below market rate housing above the rebuilt transit facility. For the Potrero Yard Modernization Project, the Consultant shall participate in meetings with the goal of assisting with project scoping and reviewing and refining the project description. The Consultant shall complete environmental review, in compliance with the California Environmental Quality Act (CEQA), subject to the requirements and specifications of the Environmental Planning Division of the San Francisco Planning Department (SF Planning). Due to potential significant effects to the environment, as defined by CEQA, the SFMTA anticipates that the level of clearance required will be an Environmental Impact Report (EIR). The Consultant shall also manage outreach to community stakeholders, as needed, to explain the function, scope, and development timeline of the Potrero Yard Modernization Project, and the related

expansion of the Muni Metro Expansion Project (see item 5 below). If required, the Consultant shall also complete environmental review for the project in accordance with the National Environmental Policy Act (NEPA), subject to the requirements and specifications of the Federal Transit Administration (FTA), in As-Needed Phase 14, General Consultant Support, with an additional scope of work and cost estimate approved in a new task order.

5. Muni Metro East Expansion Project. The Muni Metro East (MME) facility is one of the SFMTA's storage and maintenance facilities for the light rail vehicle (LRV) fleet. MME will need to be expanded to accommodate a growing LRV fleet. Also, unless the SFMTA is successful in negotiating construction of a new bus facility, MME will be needed to accommodate buses that will be temporarily displaced from other yards that are scheduled to be rebuilt (MME Expansion). The SFMTA is currently pursuing a Categorical Exemption for this project, not included in this scope of work or budget, based on the project description and in accordance with CEQA. If SF Planning determines that a different environmental review path is required, the SFMTA will require the services of the Consultant. In As-Needed Phase 14, General Consultant Support, on a task order basis, the Consultant and the SFMTA will establish an agreed-upon detailed scope of work and budget to complete environmental review for the MME Expansion Project, in compliance with CEQA and subject to the requirements and specifications of SF Planning. If required, the Consultant shall also complete environmental review for the project in accordance with the National Environmental Policy Act (NEPA), subject to the requirements and specifications of the Federal Transit Administration (FTA), with a detailed scope of work and budget to be established upon a request from the SFMTA under As-Needed Phase 14, General Consultant Support, on an additional scope and task order basis.
  
6. Enforcement Headquarters and Joint Use Project. The SFMTA is participating in a complex land swap with other City departments which will result in the SFMTA's acquisition of the existing Animal Care and Control headquarters at 1200 15<sup>th</sup> Street. The SFMTA will use this site to consolidate the Sustainable Streets Enforcement Division from multiple locations into a single headquarters on this site. The SFMTA is considering a joint use project on this site, which could potentially include increasing the site footprint and height limit and development of the headquarters with a mix of market and below market rate housing above. If the SFMTA and other City departments determine that the project with a larger footprint and joint use component is feasible, the SFMTA will require the services of the Consultant. In As-Needed Phase 14, General Consultant Support, on a task order basis, the Consultant and the SFMTA will negotiate a detailed scope of work, schedule, and budget for environmental review pertaining to the Enforcement Headquarters and Joint Use Project, in compliance with CEQA, subject to the requirements and specifications of SF Planning. Due to potential significant effects to

the environment, as defined by CEQA, the SFMTA anticipates that, if the SFMTA proceeds with the larger project footprint, the level of clearance required will be an Environmental Impact Report (EIR). As part of the overall Building Progress program, outreach and engagement related to the overall decision-making, scoping, and general schedule of this project is included in Phase 10. If requested by the SFMTA, the Consultant shall also establish a detailed scope of work, schedule, and budget to manage additional, project-specific outreach to community stakeholders, in As-Needed Phase 14, General Consultant Support, on an additional scope and task order basis, to explain the function, scope, and development timeline of the Enforcement Headquarters and Joint Use Project.

7. The SFMTA has numerous other operations and maintenance facilities under its jurisdiction. On an as-needed, task order basis, the Consultant shall provide services similar to A.2 – A.5 for these other SFMTA yards, based on scopes of work and budgets to be developed as Task Orders requested pursuant to As-Needed Phase 14, General Consultant Support, and approved by SFMTA.
8. The SFMTA will provide Consultant with studies, reports, and analyses that have been completed that will provide Consultant with a baseline understanding of the SFMTA facilities to be analyzed under this Contract. These include:
  - a. *The SFMTA's Real Estate and Facilities Vision for the 21<sup>st</sup> Century* (2013)
  - b. *Addendum to SFMTA's Real Estate and Facilities Vision for the 21<sup>st</sup> Century – Vision Refinement for Coach Facilities* (2014)
  - c. *Facility Assessment and Workspace Planning* report (2017)
  - d. *2017 SFMTA Facilities Framework Addendum*
  - e. *Site Master Planning Charrette Report* (2017)
  - f. *Potrero Yard Historic Resources Evaluation* (2017)

## **B. DELIVERABLES**

Consultant shall complete environmental review for the Potrero Yard Modernization Project (the “Potrero Yard Project”), in compliance with CEQA, subject to the requirements and specifications of SF Planning.

Consultant shall perform the tasks described in this Appendix A within the agreed-upon Project Schedule to be developed under Phase 1, see below. The SFMTA shall compensate Consultant for that work in accordance with the Project Schedule as set forth in Appendix B, Table 1: Fee per Deliverable. Time is of the essence in the performance of the work under this Agreement. Consultant shall inform the SFMTA if it requires additional time to complete a task or provide a deliverable.

Phases 1 through 10 for the Potrero Yard Project comprise tasks that have been budgeted and scoped based on the Consultant's current understanding of the January 20<sup>th</sup>, 2017 draft version of the SFMTA's 2017 Facilities Framework and the level of work needed to complete these tasks, as described below. Pursuant to instructions in the Request for Proposals (RFP SFMTA 2018-03), all budgeted tasks under Phases 1 through 9 for the Potrero Yard Project are presented in Appendix B as Fixed Fee per task or subtask. Pursuant to instructions in the RFP SFMTA 2018-03, the budgeted tasks under Phase 10: Public Outreach and Engagement for the Potrero Yard Project and Building Progress Program are presented in Appendix B as Time-and-Materials Not to Exceed rather than as Fixed Fee per task. Similarly pursuant to the RFP SFMTA 2018-03, all budgeted tasks/subtasks under As-Needed Phase 11 (GIS Support Services), As-Needed Phase 12 (Additional Responses to Comments for Potrero Yard Project), and As-Needed Phase 13: (Health Risk Assessments for Potrero Yard Project Air Quality Analysis) are presented in Appendix B as Time-and-Materials Not to Exceed. The SFMTA retains the discretion to negotiate fixed fee Task Orders with the Consultant for as-needed services pursuant to the hourly rates provided in Appendix C.

## **PHASE 1: INFORMATION REVIEW, PROJECT KICK-OFF MEETING, AND PROJECT SCHEDULE FOR POTRERO YARD PROJECT**

### **Task 1: Information Review**

Upon SWCA receipt of a Notice to Proceed and in advance of the Project Kickoff Meeting and development of the detailed project schedule, the Consultant shall review the Building Progress Program work completed to date and the contents of background studies already completed (see Section A.8, above) to identify additional information needs. Based on this review, Consultant shall submit up to three data requests to the SFMTA requesting data, materials, contacts, or interviews with Agency staff that Consultant shall need to complete the detailed project schedule and work projection. Following the Kick-Off meeting in Phase 1, Task 3, Consultant shall attend up to one meeting with City staff to clarify responses to data requests.

The City will share detailed information about the project to confirm the approaches to the topics to be analyzed in the Initial Study, and detailed scopes for the transportation, noise and air quality analyses for the EIR. The detailed approach and scope for the transportation, noise and air quality analyses will be completed in Phase 4, under Tasks 4.1, 4.2 and 4.3.

### **Task 2: Kick-Off Meeting Agenda and Detailed Draft Project Schedule-1**

The Consultant shall produce a team roster with contact information for key members of the Consultant team; a draft Kick-Off Meeting Agenda for circulation (electronic copy) five days in advance of meeting and finalized based on comments from the participants;

and a detailed schedule for the work and deliverables approved by SF Planning staff in Microsoft Excel format.

The Consultant shall use information gathered under Phase 1, Task 1, above, to prepare a detailed Draft Project Schedule-1.

The Consultant shall provide up to 10 paper copies each of the Final Kick-Off Meeting Agenda and the detailed Draft Project Schedule-1 at the Kick-Off Meeting.

### **Task 3 –Project Kickoff Meeting**

Consultant shall lead a Project Kickoff Meeting consisting of the Consultant team, SFMTA staff, SF Planning staff, and any other City staff relevant to the project. At the meeting, Consultant shall provide an introduction to the project team, confirm reporting responsibilities and lines of communication, and discuss timelines for interim deliverables identified in the detailed Draft Project Schedule-1. Consultant shall lead discussions facilitating joint understanding of the project methodology, objectives, and any potential obstacles. Consultant shall draft meeting minutes for the Kickoff Meeting and provide to SFMTA and SF Planning for review. Based on one set of City comments Consultant shall provide final meeting minutes for the Kickoff Meeting.

For the Transportation topic, the Consultant shall conduct a separate scoping meeting with the SFMTA and SF Planning and shall submit a Draft Transportation Impact Study (TIS) Scope of Work to the City team (see Phase 4, Task 4.1a, below). Similarly, for Noise and Vibration and for Air Quality, the Consultant shall conduct separate scoping meetings (one for each topic, in Phase 4, Tasks 4.2e [Noise and Vibration], and 4.3e [Air Quality]) with the SFMTA and SF Planning and shall submit Draft Methodology documents (see Phase 4, Tasks 4.2a [Noise and Vibration] and Task 4.3a [Air Quality], below).

### **Task 4: Detailed Draft Project Schedule-2**

Subsequent to the Project Kickoff Meeting (described above under Phase 1, Task 3) and following receipt of one consolidated set of comments on the detailed Draft Project Schedule-1 from City staff as well as the responses to the data requests submitted under Phase 1, Task 1 (Information Review), the Consultant shall prepare the detailed Draft Project Schedule-2 and provide to the City team in Microsoft Excel format for final comments. The Consultant shall prepare a draft “Six Month Look Ahead” bullet list of activities expected to occur during the first six months of CEQA work for the project, which shall accompany the Draft Project Schedule-2.

## **Task 5: Final Detailed Project Schedule**

The Consultant shall attend a meeting following receipt of one consolidated set of City staff comments on the detailed Draft Project Schedule-2 and the Six Month Look Ahead list to review changes prior to finalization and to confirm the team's understanding of the work projection to initiate the project. Based on this meeting and the consolidated comments, Consultant shall finalize the Detailed Project Schedule in Microsoft Excel and PDF formats and Look Ahead bullet list in Word, and provide to City. Style Guide for CEQA documents will be Environmental Planning Style Guide plus a one-page list of SFMTA-related terms.

The Consultant shall provide a Final TIS Scope of Work under Phase 4, Task 4.1b, below, and final Noise and Vibration and Air Quality Methodologies under Phase 4, Tasks 4.2b and 4.3b.

### Deliverables:

- (1) *Deliverable 1.1: Information Review and SFMTA Data Requests (up to three electronic/digital copies) and attendance at up to one meeting*
- (2) *Deliverable 1.2: Kick-Off Meeting Agenda and Draft Detailed Project Schedule-1 in Microsoft Excel format (digital copy and hard copies for review at meeting),*
- (3) *Deliverable 1.3a: Attendance at Project Kickoff Meeting and Draft Kickoff Meeting notes (electronic/digital copy)*
- (4) *Deliverable 1.3b: Final Kickoff meeting notes (electronic/digital copy)*
- (5) *Deliverable 1.4: Draft Project Work Plan-2 and Detailed Draft Project Schedule-2 in Microsoft Excel format and draft Six Month Look Ahead bullet list*
- (6) *Deliverable 1.5: Final Detailed Project Schedule (in Microsoft Excel format & PDF) and final Six Month Look Ahead bullet list*

## **PHASE 2: PROJECT DESCRIPTION FOR POTRERO YARD PROJECT**

The Consultant shall prepare a Project Description that describes the Potrero Yard Project, a component of the SFMTA's Building Progress Program. The Potrero Yard Project includes a joint use component that is part of a separate feasibility analysis being conducted through a separate contract by the SFMTA working with a consultant team on transit requirements for the future Potrero Yard site and the potential for joint use. The outcome of this separate activity will be a crucial input to the proposed project's final design.

### **Task 1 –Project Description Consultation Meetings**

The Consultant shall work with the SFMTA and their consultants to prepare a detailed Project Description for the proposed project. Establishing a stable Project Description is

essential to an efficient CEQA process and provides the basis for the proposed fee schedule. The Project Description must be sufficiently detailed to provide the basis for the various environmental analyses. This ensures that potentially significant environmental impacts are identified in the Initial Study and the EIR. It will be necessary to clarify details of the components to be analyzed in detail for the technical background studies – the Transportation Impact Study (TIS), Noise and Vibration Study, Air Quality Technical Report, and wind and shadow studies – which will be incorporated into the environmental review documents. To do this, the Consultant shall hold a series of up to three consultation meetings with the SFMTA (including their joint use feasibility consultants) and SF Planning over a two month period to confirm details. The Consultant assumes that the joint use will include the Potrero Yard uses plus residential uses and that the proposed project will be defined as the maximum buildout expected, including any revisions to the Planning Code and Zoning Map necessary to accommodate that maximum buildout. In addition, the Consultant assumes that the SFMTA will provide other required background reports to support the Consultant’s analysis, i.e., a Preliminary Geotechnical Investigation and Phase 1 Environmental Site Assessment and other related documents for site characterization.

### **Task 2 – Draft 1 Project Description**

The Consultant shall provide a Draft 1 Project Description and prepare up to seven (7) figures, including a project location graphic, an existing site graphic, and graphics, all based on the plans, elevations, sections, and other drawings provided by the SFMTA. Visual simulations developed by the Consultant using the massing studies and contextual design studies completed by the project architects that show the proposed project in its visual setting from up to three vantage points (to be chosen by SF Planning) will also be included in the Draft 1 Project Description. The Consultant shall submit the Draft 1 Project Description to SF Planning and the SFMTA for review. The Consultant shall provide up to 4 paper copies of the Draft 1 Project Description to City staff, along with electronic versions in Word and PDF.

### **Task 3 – Draft 2 Project Description**

Based on one set of consolidated comments from the City, with direction from SF Planning to the Consultant with respect to any conflicting City comments, the Consultant shall revise the Project Description and submit the Draft 2 Project Description to SF Planning and the SFMTA for review. The Consultant shall also provide annotations to comments on the Draft 1 Project Description. The Consultant shall provide up to 4 paper copies of the Draft 2 Project Description to City staff, along with electronic versions in Word and PDF.



#### **Task 4 – Final Project Description**

Based on one set of consolidated comments from the City, with direction from SF Planning to the Consultant with respect to any conflicting City comments, the Consultant shall revise and finalize the Project Description. The Consultant shall also provide annotations to comments on the Draft 2 Project Description. The Consultant shall provide up to 4 paper copies of the Final Project Description to City staff, along with electronic versions in Word and PDF.

An electronic copy of the Final Project Description will be distributed to key members of the Consultant team to inform the technical background studies. The City shall provide a 3D model of the proposed structure for detailed shadow modeling to be performed by the Consultant.

Please note that material revisions to the proposed project after the Project Description is finalized for use in the Initial Study will require revisions throughout the document and revisions to the technical background studies being prepared for topics to be covered in the EIR, to ensure that the final proposed project is fully analyzed; therefore, our Scope of Services and cost estimate assume that no material or substantive changes will be made to the Project Description once it is finalized. Less substantive revisions to the proposed project may be accommodated in the Draft EIR if they do not affect the technical analyses that are in preparation while the Initial Study is prepared and circulated. If revisions to the Initial Study and/or the EIR technical background studies are needed because of changes to the proposed project description, the Consultant shall provide a scope and cost estimate for the additional work and budget authorization in an approved task order using the As-Needed Phase 14: General Consultant Support.

#### *Deliverables:*

- (1) *Deliverable 2.1: Project Description Consultation Meetings (Three Meetings)*
- (2) *Deliverable 2.2: Draft 1 Project Description*
- (3) *Deliverable 2.3: Draft 2 Project Description*
- (4) *Deliverable 2.4: Final Project Description.*

### **PHASE 3: INITIAL STUDY/NOTICE OF PREPARATION FOR POTRERO YARD PROJECT**

#### **Task 1 – Administrative Draft Initial Study/Notice of Preparation-1**

The Initial Study/Notice of Preparation (IS/NOP or Initial Study/NOP) will include the Final Project Description and associated graphics finalized under Phase 2, Task 4, above. Changes to the Final Project Description and associated graphics are not included in our

Scope of Services and cost estimate. As noted above, if revisions to the Initial Study and the EIR technical background studies are needed because of changes to the proposed project, the Consultant shall provide a scope and cost estimate for the additional work and budget authorization using the As-Needed Phase 14: General Consultant Support.

The IS/NOP will also discuss any special authorizations and changes proposed to the Planning Code or Zoning Map, conflicts with adopted plans or goals of the City or region, and the required project approvals. The IS/NOP will describe and discuss the environmental impacts of the Potrero Yard Project that either would be less than significant or less than significant with implementation of mitigation measures included in the proposed project. The goal of the Initial Study is to focus the Draft EIR on topics that require in-depth analysis to determine the level of environmental impacts that the Potrero Yard Project may result in. As part of the IS/NOP work, Consultant shall evaluate both the localized and cumulative 2040 impacts associated with the Potrero Yard Project for the topic areas below. Pursuant to CEQA, those topics that may result in a significant impact will be further analyzed, and the results of the analysis shall be presented in the EIR.

The Consultant shall fill in SF Planning's standard Notice of Preparation form with a project summary, the determination that an EIR is required, information about alternatives, and the public scoping process. This will constitute the "cover" of the IS/NOP document.

The Consultant shall prepare the IS/NOP, intended to fully address most of the CEQA checklist topics, to allow the SFMTA's Potrero Yard Project EIR to focus on key topics. The IS/NOP and other environmental review documents will conform to the current version of Planning Department's Consultant Guidelines. A specific list of topics to be "focused out" via the IS/NOP, i.e., will not require further analysis in the EIR, cannot be finally established this early in the process; however, based on its location within a defined "transit priority area," its qualification as an urban infill project, and the features of the proposed project, including the joint use with residential uses, the proposed project is assumed in our Scope of Services and cost estimate to meet the requirements of Public Resources Code Section 21099 and aesthetics and parking will not require analysis by the Consultant in the CEQA documents.

For the purposes of this Agreement, the City and Consultant anticipate that the following topics may be fully addressed in the Initial Study: Population and Housing, Cultural Resources (archeological resources, human remains, tribal cultural resources), Greenhouse Gas Emissions, Wind, Recreation, Utilities and Service Systems, Public Services, Biological Resources, Geology and Soils, Hydrology and Water Quality, Hazards and Hazardous Materials, Mineral and Energy Resources, and Agricultural and

Forestry Resources. Land Use and Planning may also be focused out in the Initial Study but will be discussed briefly in the EIR to provide the reader with information about the neighborhoods surrounding the project site. The level of effort related to Greenhouse Gas Emissions and Minerals/Energy Resources is assumed in our Scope of Services and cost estimate to include the preparation of the Greenhouse Gas Compliance Checklist and a summary of the SFMTA's most recent Departmental Climate Action Strategy and the development of an energy assessment pursuant to Appendix F of the CEQA Guidelines. The level of effort described in Appendix B assumes that the aforementioned topics can be focused out in the IS/NOP either because impacts would be less than significant or could be reduced to a less-than-significant level with mitigation. If any of the topics listed above moves from the Initial Study to the Draft EIR, the additional effort to include it in the EIR will be addressed with a new scope of work and budget authorization through the As-Needed Phase 14: General Consultant Support.

The Consultant shall submit the First Administrative Draft IS/NOP (ADIS/NOP-1) for the Potrero Yard Project to SF Planning and the SFMTA for review in conformance with CEQA and the Planning Department's Consultant Guidelines; deviation from the Planning Department's Consultant Guidelines must be approved in advance by SF Planning. The Consultant shall provide up to 4 paper copies of ADIS-1 to City staff, along with electronic versions in Word and PDF.

### **Task 2 – Administrative Draft Initial Study/Notice of Preparation-2**

Based on one set of consolidated comments from the City, with direction from SF Planning to the Consultant with respect to any conflicting comments, the Consultant shall revise ADIS/NOP-1 and submit ADIS/NOP-2 to SF Planning and the SFMTA for review. The Consultant shall also provide annotations to comments on ADIS/NOP-1. The Consultant shall provide up to 4 paper copies of ADIS/NOP-2 to City staff, along with electronic versions in Word and PDF.

### **Task 3 – Screencheck Draft Initial Study/Notice of Preparation**

Based on one set of consolidated comments from the City, with direction from SF Planning to the Consultant with respect to any conflicting comments, the Consultant shall revise ADIS/NOP-2 and submit the Screencheck Draft Initial Study/Notice of Preparation to SF Planning and the SFMTA for review. The Consultant shall provide annotations to comments on ADIS-2.

Consultant shall prepare administrative drafts of the Notice of Availability of the Initial Study (NOA) and Notice of Completion (NOC) for City staff to review. The City team shall prepare a Draft 1 Mitigation Monitoring and Reporting Program (MMRP-1). The

SFMTA must agree to incorporate the mitigation measures identified in the IS and submit an Agreement to Implement Mitigation Measures (AIMM). In addition, as appropriate, improvement measures may be identified for less-than-significant impacts for certain environmental topics. Both will be included in the MMRP.

The Consultant shall provide up to 4 paper copies of the Screencheck Draft Initial Study/Notice of Preparation to City staff, along with electronic versions in Word and PDF; and only electronic versions in Word of the Draft NOA and Draft NOC.

#### **Task 4 – Print Check Draft Initial Study/Notice of Preparation**

Based on one set of consolidated comments from the City, with direction from SF Planning to the Consultant with respect to any conflicting comments, the Consultant shall revise the Screencheck Draft Initial Study/Notice of Preparation and submit the Print Check Draft IS/NOP to SF Planning for review; pursuant to the typical process, the Print Check Draft is not presented to the project sponsor for review and comment. The Consultant shall also provide annotations to comments on the Screencheck Draft IS/NOP. The Consultant shall provide up to 3 paper copies of the Print Check Draft IS/NOP to SF Planning, along with electronic versions in Word and PDF.

#### **Task 5 – Final Initial Study/Notice of Preparation**

Based on one set of consolidated comments from SF Planning, the Consultant shall revise and finalize the Initial Study/Notice of Preparation, and submit to SF Planning for final review and authorization with signature by the Environmental Review Officer (ERO). The Consultant shall also provide annotations to comments on the Print Check Draft IS/NOP.

Based on one set of consolidated comments from City staff, the Consultant shall provide a final NOA and NOC for signature by the ERO.

The Consultant shall provide ADA-accessible pdfs of the IS/NOP and NOA for posting on the Planning Department's website.

#### **Task 6– Draft Translation of NOA**

Consultant shall translate the final NOA and provide the translated document in Chinese, Tagalog, and Spanish to SF Planning and the SFMTA for review. The Consultant shall only provide the translated NOA as electronic versions in Word.

#### **Task 7 – Final Translation of NOA**

Based on one set of consolidated comments from City staff, Consultant shall finalize the three translated versions of the NOA and provide to City staff for final approval.

#### **Task 8 – Draft Distribution List**

With input from SFMTA and SF Planning staff, the Consultant shall create a draft distribution list for mailing the IS/NOP and the NOA, and submit to City staff for review as an excel spreadsheet.

#### **Task 9 – Final Distribution List**

Based on one set of consolidated comments from the City, the Consultant shall create a final distribution list. SF Planning will provide instructions as to who should receive paper copies or CDs of the IS/NOP; who should receive only the NOA by mail; who should receive Chinese, Tagalog, or Spanish versions of the NOA; and who should be notified of the availability of the IS/NOP by e-mail by SF Planning, with links to the IS/NOP on the Planning Department website.

#### **Task 10 – Publication and Distribution of the Final Initial Study**

The Consultant shall be responsible for the publication and distribution (including reproduction and mailing) of the IS/NOP and NOA. After SF Planning approves the final IS/NOP and the NOA, the Consultant shall mail up to 50 paper copies and 50 CDs of the Final IS/NOP and up to 250 paper copies of the NOA including distribution to the State Clearinghouse along with the signed Final NOC. The Consultant shall provide an Affidavit of Mailing of the various documents to SF Planning.

#### **Task 11 – Administrative Record for IS/NOP**

The Consultant shall compile Administrative Record materials for the IS/NOP and shall provide one paper copy and an electronic copy on CD for SF Planning's files at the same time as the publication of the Final Initial Study. Drafts of the Administrative Record are not included with any of the administrative drafts of the IS/NOP.

#### **Task 12 – Matrix of Public Comments on IS/NOP**

SF Planning will provide to the Consultant copies of all written public comments, including all e-mails, received during the public review period for the IS/NOP. The Consultant assumes for purposes of this Scope of Services and cost estimate that no more than 15 comment letters or emails of no more than 2 pages each and no more than 3 comment letters or emails that require translation from either Spanish, Tagalog, or Chinese. The Consultant shall review comments and prepare a matrix of issues raised,

which will be organized by topic and commenter. This matrix will assist in finalizing the topics to be analyzed in the EIR; if any new topics are added to the EIR, this additional work will be addressed with a new scope and budget through the As-Needed Phase 14: General Consultant Support.

Deliverables:

- (1) *Deliverable 3.1: Draft 1 of Initial Study/Notice of Preparation*
- (2) *Deliverable 3.2: Draft 2 of Initial Study/Notice of Preparation*
- (3) *Deliverable 3.3: Screencheck IS/NOP, Draft NOA, and Draft NOC*
- (4) *Deliverable 3.4: Print Check IS/NOP, Final NOA, and Final NOC*
- (5) *Deliverable 3.5: Final Initial Study/Notice of Preparation*
- (6) *Deliverable 3.6: Draft Translation of NOA*
- (7) *Deliverable 3.7: Final Translation of NOA*
- (8) *Deliverable 3.8: Draft Distribution List*
- (9) *Deliverable 3.9: Final Distribution List*
- (10) *Deliverable 3.10: Final IS/NOP Publication and Distribution (mailing)*
- (11) *Deliverable 3.11: Administrative Record for IS/NOP*
- (12) *Deliverable 3.12: Matrix of public comments received on the IS/NOP*

## **PHASE 4: TECHNICAL BACKGROUND STUDIES FOR POTRERO YARD PROJECT**

### **Task 4.1 – Transportation Impact Study for Potrero Yard Project**

#### **Task 4.1a – TIS Scoping and Description**

Following Consultant attendance at a transportation scoping meeting with the SFMTA and SF Planning, the Consultant will prepare a Draft Transportation Impact Study (TIS) Scope of Work and submit it to SFMTA and SF Planning. The Draft TIS Scope of Work will identify for each project component (i.e., SFMTA and non-SFMTA uses) the level of analysis, transportation study areas (roughly bounded by no more than two blocks from the project site), location and time periods of new data collection, methodology for development of existing plus project and 2040 cumulative conditions, as well as the approach to the travel demand forecasting and impact analysis. Inclusion of additional scenarios, such as a modified baseline, will constitute a material change to the Scope of Services and budget and will require the Consultant and City to agree on a budget augment through the As-Needed Phase 14: General Consultant Support, in an additional approved scope on a task order basis.

The Consultant shall use the Project Description developed under Phase 2, Task 4, above, which includes types of land use, intensity, and other characteristics that may be applicable to the analysis such as pedestrian and vehicle access locations, loading supply, and parking supply. The SFMTA will provide a site plan that identifies the pedestrian and

vehicular access to each building, i.e., the residential building and the transit storage and maintenance facility. Changes to the travel lanes, curb parking lanes, transit infrastructure (such as overhead wiring), sidewalks, and bicycle facilities will be described by SFMTA and identified on the proposed project site plan.

#### **Task 4.1b - Final TIS Scope**

Based on one set of consolidated comments from the City team, the Consultant shall revise and finalize the TIS Scope of Work.

#### **Task 4.1c – Transportation Data Collection and Existing Setting**

- AM and PM Peak Period Counts – The Consultant shall conduct new vehicle, pedestrian, and bicycle counts at up to six intersections in the vicinity of the project site during the weekday AM and PM peak commute periods (2-hour for each period).
- Potrero Yard Driveway Counts – The Consultant shall collect AM and PM peak period (2-hour for each period) driveway counts by vehicle type (i.e., auto, bus, truck) at the four existing Potrero Yard driveways (one on 17<sup>th</sup> Street, three on Mariposa Street).
- Existing Setting – The Consultant shall document existing VMT, traffic, transit, parking, pedestrian, bicycle, loading, and emergency vehicle access conditions within the transportation study area.

#### **Task 4.1d – Travel Demand**

Proposed project travel demand (i.e., person trips by mode, vehicle trips, parking demand, loading demand) will be developed for the SFMTA and non-SFMTA components of the project.

- SFMTA Travel Demand Displaced During Construction – Working with the SFMTA, the Consultant will estimate the travel demand associated with the temporary relocation of Muni services from the existing yard to an off-site location (i.e., to MME or other location) during construction of the new Potrero Yard. This includes employees, buses, service vehicles.
- SFMTA Travel Demand at Completion of Project – Working with the SFMTA, the Consultant will estimate the net-new travel demand associated with buildout of the New Potrero Yard. Travel demand at buildout will include workforce commute trips and transit vehicle trips to and from the storage and maintenance areas.
- Non-SFMTA Land Uses Travel Demand – The number of weekday daily, and AM and PM peak hour person trips expected to be generated by the non-SFMTA uses will be estimated for using trip generation information contained in the

Planning Department's TIS Guidelines (2002) and the ITE Trip Generation Manual. No internalization or pass-by adjustments will be made.

#### **Task 4.1e – Impact Analysis, Documentation, TIS Preliminary Draft 1**

The Consultant shall conduct a quantitative assessment of transit transportation impacts and a qualitative assessment of VMT (using City's screening methodology), traffic hazards, transit, pedestrian, bicycle, loading, emergency vehicle access, parking, and construction-related transportation impacts. Transportation impacts will be analyzed for existing plus project and 2040 cumulative conditions. Cumulative traffic volumes at the study intersections will be developed from available SFCTA SF-CHAMP model runs (new model runs for this project are not anticipated). 2040 Cumulative transit ridership and capacity for Muni routes within a quarter-mile of the project site will be obtained from the SFMTA.

Assessment of transit impacts will be limited to transit operations impacts and capacity impacts related to increased ridership associated with joint development at the Potrero Yard. No service changes that affect transit capacity or route alignment will be assumed for the existing plus project scenario. For the non-SFMTA development component of the proposed project, the transit analysis will include an assessment of the impact of transit trips generated by the new uses on capacity utilization of nearby routes.

For existing plus project analysis of the buildout of the Potrero Yard, transit operational analysis will assess the impact of increased transit vehicle movements on conflicts with other vehicles, pedestrians, and bicyclists at intersections in the vicinity of the sites. The Consultant will assess the SFMTA access/egress driveways into the new facility utilizing AutoTurn software to analyze transit vehicle conflicts. Non-SFMTA vehicular access points (for the joint development) will also be assessed. Potential conflicts (if any) between pedestrians and vehicles entering/exit the project site will be assessed, and recommendations to minimize them, if necessary, will be identified. Peak hour traffic signal warrant analyses will be conducted at the unsignalized study intersections on Bryant Street to determine if the change in use at the project site warrants changes to intersection controls.

Mitigation measures will be identified to improve operations if significant project-related impacts have been identified, and improvement measures may be proposed where no significant impacts have been identified. In accordance with Planning Department's TIS Guidelines (2002), the TIS will distinguish between mitigation measures required under CEQA, and transportation improvement measures not related to CEQA significant impacts, such as pedestrian improvement measures, parking access operations, traffic,



parking and pedestrian enforcement etc. Responsibility for implementation of identified measures will be described, where possible.

The Consultant shall prepare the transportation setting and impact analysis sections for inclusion in the TIS. The transportation discussion will follow the format specified by Planning Department staff, and will include setting, methodology, impact assessment, and mitigation and improvement measures. The Consultant shall prepare appropriate graphics for the TIS. A Preliminary Draft 1 TIS will be submitted to the Planning Department for review by Planning and SFMTA. The Consultant shall discuss the preliminary results and analysis assumptions with SF Planning and the SFMTA at least two weeks prior to submission of the Preliminary Draft 1 TIS.

#### **Task 4.1f to 4.1h– TIS Draft 2, Screencheck, Final TIS**

Up to two additional Preliminary Draft reports (including the screencheck) and one Final report will be prepared. Based on one set of consolidated comments from the City at each document stage, with direction from SF Planning to the Consultant with respect to conflicting comments, the Consultant shall revise the TIS and submit to SF Planning. All stand-alone submittals of the TIS will be in paper copies (four copies), along with an electronic version.

#### **Task 4.1i – Prepare Data for Air Quality and Noise Analyses**

The Consultant shall summarize and compile (in Excel or PDF format) the existing, existing plus project, and 2040 cumulative traffic turning movement volumes at the study intersections for AM and PM peak hour conditions, as developed in the previous tasks for submittal to key members of the Consultant team for use in the noise and air quality studies.

#### **Task 4.1j – EIR Alternatives Assessment**

Following preliminary project impact analysis review, the Consultant shall work with the SFMTA and the Planning Department to develop the definition of the project alternatives, in Phase 5, Task 1 below. Travel demand estimates for up to two different build alternatives to the proposed project will be developed based on the methodology for the proposed project uses. Because it is anticipated that the proposed project will reflect the maximum buildout of the SFMTA and non-SFMTA uses, the alternatives will be assessed qualitatively.

#### ***Deliverables:***

- (1) *Deliverable 4.1a: Draft Transportation Impact Study (TIS) Scope of Work*
- (2) *Deliverable 4.1b: Final Transportation Impact Study (TIS) Scope of Work*

- (3) *Deliverable 4.1c: Data Collection*
- (4) *Deliverable 4.1d: Travel Demand*
- (5) *Deliverable 4.1e: Impact Analysis and TIS-1*
- (6) *Deliverable 4.1f: TIS-2*
- (7) *Deliverable 4.1g: Screencheck Draft TIS*
- (8) *Deliverable 4.1h: Final TIS*
- (9) *Deliverable 4.1i: Data for Air Quality and Noise Analyses*
- (10) *Deliverable 4.1j: Alternatives Assessment*

## **Task 4.2 – Noise and Vibration Technical Study for Potrero Yard Project**

### **Task 4.2a – Draft Noise and Vibration Methodology**

The Consultant shall prepare a Noise and Vibration Technical Study for reconstruction and operation of the Potrero Yard. The Noise and Vibration Technical Study will characterize ambient noise and vibration levels, identify sensitive receptors, estimate the noise and vibration levels generated by reconstruction and operation of the proposed project, and recommend noise and vibration control measures that would reduce potential construction noise and vibration to levels below applicable ordinances and codes, if needed and feasible.

The approach to analysis will be described in a Noise and Vibration Methodology document submitted to SF Planning and SFMTA for review and approval. The methodology document will be organized into the following tasks:

- Protocol for collecting ambient noise and vibration levels measurements methodologies.
- Identification of appropriate ground-borne noise criteria based on guidance from the Federal Transportation Authority.
- Identification of appropriate vibration criteria based on Caltrans' guidance for evaluating potential damage to sensitive structures (e.g., residences, historic structures, and medical facilities).

### **Task 4.2b – Final Noise and Vibration Methodology**

The Consultant shall revise the Draft Noise and Vibration Methodology document based on one set of consolidated comments from SF Planning, to include reconciliation of any conflicting comments from the SFMTA, and prepare a Final Noise and Vibration Methodology document.

### **Task 4.2c – Draft Noise and Vibration Technical Study**

It is assumed that quantitative analysis of noise levels will be necessary for construction. Based on the final Noise and Vibration Methodology document, the Consultant shall

collect existing ambient noise and vibration level information at up to 2 locations, and prepare a Noise and Vibration Technical Study that presents the methodology, results, and proposed mitigation measures (if any) for the project.

#### **Task 4.2d – Final Noise and Vibration Technical Study**

The Consultant shall revise and finalize the Noise and Vibration Technical study based on one consolidated set of comments from SF Planning, to include reconciliation of any conflicting comments from the SFMTA.

#### **Task 4.2e – Meetings related to Noise and Vibration**

The Consultant shall attend up to three meetings or conference calls with SF Planning and the SFMTA staff to discuss the methodology, results, and identified mitigation or improvement measures for the project.

#### *Deliverables:*

- (1) *Deliverable 4.2a: Draft Noise and Vibration Methodology document*
- (2) *Deliverable 4.2b: Final Noise and Vibration Methodology document*
- (3) *Deliverable 4.2c: Draft Noise and Vibration Technical Study*
- (4) *Deliverable 4.2d: Final Noise and Vibration Technical Study*
- (5) *Deliverable 4.2e: Attend up to 3 Meetings or Conference Calls regarding Noise and Vibration*

#### **Task 4.3 – Air Quality Technical Report for Potrero Yard Project**

The Consultant shall prepare an Air Quality Technical Report that will evaluate the potential local and regional air quality impacts associated with reconstruction and operation of the Potrero Yard. Local air quality concerns for the project may include the generation of dust during construction activities, emission of toxic air contaminants (TACs) during construction and operation, and emission of odors during operation (e.g., spray-paint booths). Potential sources of project-related TAC emissions could include the use of diesel- and gasoline-powered construction equipment and trucks, operation of emergency diesel generator(s) and spray-paint booths at the maintenance facilities, and increased motor fleet operations. Regional air quality concerns for the project may include the generation of criteria air pollutants during construction and operation. If project-specific and cumulative Health Risk Assessments for construction and/or operations are determined to be needed by SF Planning the Consultant shall coordinate with the SFMTA to activate As-Needed Phase 13: Health Risk Assessments for the Potrero Yard Project Air Quality Analysis and coordinate with SF Planning to incorporate the scope into the Air Quality Methodology document (Phase 4, Task 4.3a and/or 4.3b, depending on the timing of the determination by SF Planning) and the Air Quality Technical Report (Phase 4, Task 4.3c and 4.3d).

#### **Task 4.3a – Draft Air Quality Methodology document**

The approach to analysis will be described in an Air Quality Methodology document submitted to SF Planning and SFMTA for review and approval.

The methodology document will be organized into the following tasks:

- Project Description with phasing for construction (off-road construction equipment, on-road haul truck trips, on-road vehicles used for construction worker commuting) and operations (stationary sources and mobile sources for employee commuting);
- Environmental and Regulatory Setting (e.g., meteorology, ambient air quality, existing stationary sources, sensitive receptors, and applicable regulations);
- Estimated emissions methodology (criteria pollutant emissions); and
- Identification of appropriate thresholds of significance.

#### **Task 4.3b – Final Air Quality Methodology document**

The Consultant shall respond to one consolidated set of SF Planning comments, to include reconciliation of any conflicts posed by the SFMTA comments, and prepare a final methodology document.

#### **Task 4.3c – Draft Air Quality Technical Report**

The Consultant assumes that detailed information about the construction schedule, equipment, and associated vehicle trips, as well as increased trip generation rates during project operations, will be provided by the Consultant's transportation team member, or when applicable, the SFMTA. For construction emissions, the Consultant shall identify applicable dust control measures to be enforced by the San Francisco Department of Public Works, as well as exhaust controls required under the San Francisco Clean Construction Ordinance.

The Consultant shall estimate the net increase in criteria pollutant emissions from project construction and operation activities. The Consultant shall also conduct a qualitative analysis of health risks to new residences at the project site and existing sensitive receptors within 1,000 feet of project construction, as well as along the most heavily congested travel corridor that would be affected by growth assumed in the SFMTA fleet; this corridor would be a worst-case scenario for TAC emissions.

Based on the final Air Quality Methodology document, the Consultant shall prepare a Draft Air Quality Technical Report that presents the methodology, results, and proposed mitigation measures (if any) for the project for review by SF Planning and the SFMTA.

#### **Task 4.3d – Final Air Quality Technical Report**

Based on one set of consolidated comments from SF Planning, to include reconciliation of any conflicting comments from the SFMTA, the Consultant shall prepare a Final Air Quality Technical Report.

#### **Task 4.3e – Meetings Related to Air Quality**

The Consultant will attend up to three meetings or conference calls with SF Planning to discuss the methodology, results, and any identified mitigation measures for the project.

##### *Deliverables:*

- (1) *Deliverable 4.3a: Draft Air Quality Methodology document*
- (2) *Deliverable 4.3b: Final Air Quality Methodology document*
- (3) *Deliverable 4.3c: Draft Air Quality Technical Report*
- (4) *Deliverable 4.3d: Final Air Quality Technical Report*
- (5) *Deliverable 4.3e: Attend up to 3 Meetings or Conference Calls regarding Air Quality*

#### **Task 4.4 – Visual Simulations**

##### **Task 4.4a – Base Photographs**

The Consultant shall coordinate with SF Planning to identify up to 6 public vantage points. The Consultant shall take up to 3 photographs of the site from each of the 6 selected vantage points and present them to SF Planning and the SFMTA for review. SF Planning shall select 4 vantage points and the preferred base photo to use from each of these 4 vantage points.

##### **Task 4.4b – Draft Photosimulations**

In consultation with the SFMTA and SF Planning, the Consultant shall define the characteristics of the simulation (simple massing analysis, massing/materials analysis, comparison of massing variants). The Consultant shall generate a 3D Model of the proposed development based on technical materials provided by the SFMTA and its architects or engineers.

The Consultant shall view-match the 3D model to each of the 4 context photos so that the proposed project can be integrated into the existing photographic scene. The Consultant shall generate draft simulation montages for SF Planning and the SFMTA team review and comment.

#### **Task 4.4c – Final Photosimulations**

Based on one set of consolidated comments from SF Planning, to include reconciliation of any conflicting comments from the SFMTA, the Consultant shall update draft views as needed and produce four final simulations.

*Deliverables:*

- (1) *Deliverable 4.4a: Base Photographs*
- (2) *Deliverable 4.4b: Draft Photosimulations*
- (3) *Deliverable 4.4c: Final Photosimulations*

#### **Task 5 - Quantitative Wind Tunnel Study Start-up Tasks**

The Consultant shall initiate start-up tasks required to prepare a quantitative wind tunnel study for the proposed project, which will require the Consultant to evaluate the overall shape, height, massing and orientation of the proposed development with regards to the surroundings and the prevailing winds, and to assess the proposed development against the wind hazard criterion with modelling software. The Consultant shall prepare a draft wind tunnel study scope of work and submit to SF Planning for comments along with a wind consultation memorandum. The Consultant will revise the scope and memorandum in response to SF Planning comments and finalize for approval by SF Planning. The Quantitative Wind Tunnel Study is scoped as a separate Phase and Task.

*Deliverables:*

- (1) *Deliverable 4.5a: Draft Scope of Work and Memorandum*
- (2) *Deliverable 4.5b: Final Scope of Work and Memorandum*
- (3) *Deliverable 4.5c: Meeting & Consultation*

#### **Task 4.6 – Shadow Study**

The shadow study for the Potrero Yard Project will identify the locations of shadows on open space for use in the shadow section of the CEQA document, as discussed here. This Scope of Services and cost estimate does not include user surveys or preparation of a Section 295 Memorandum for use by the Recreation and Park

Commission and Planning Commission if net new shadow is identified on a Recreation and Park Commission property. Inclusion of user surveys or preparation of a Section 295 Memorandum would constitute a material change to the Scope of Services and budget and will require the Consultant and City to agree on a budget augment through the As-Needed Phase 14: General Consultant Support, on an additional scope and task order basis.

#### **Task 4.6a – Draft Shadow Study**

The Consultant shall augment the 3D model produced for visual simulation work (see Phase 5, Task 5.4b, above) to include existing building and topographical data from aerial photography, city records, and field observations for the environment surrounding the proposed project which contributes to the existing shading conditions within the area affected by shadow from the proposed project. The Consultant shall run an initial analysis demonstrating the annual extent of net new shading that would be generated by the project as proposed, focusing on new shadow cast on open spaces under the jurisdiction of or maintained by the Recreation and Park Commission and on other publicly-accessible open spaces, particularly including Franklin Square Park.

The Consultant shall provide a quantitative and graphical analysis of the amount, location, timing, and duration of new shading on affected open spaces.

The Consultant shall compile findings and graphics into a draft report.

#### **Task 4.6b – Final Shadow Study**

Based on one set of consolidated comments from SF Planning, to include reconciliation of any conflicting comments from the SFMTA, the Consultant shall revise and finalize the report.

#### *Deliverables:*

- (1) *Deliverable 4.6a: Draft Shadow Study*
- (2) *Deliverable 4.6b: Final Shadow Study*

## **PHASE 5: DRAFT ENVIRONMENTAL IMPACT REPORT FOR POTRERO YARD PROJECT**

### **Task 1: Develop Alternatives for Analysis**

The Consultant team will work with the SFMTA and SF Planning to define up to two (2) Alternatives to the proposed project, in addition to the No Project Alternative. At least one of the two alternatives will be a Full Preservation Alternative to address the effects of

the project on the historic resources identified on the project site. This alternative might be the Potrero Yard Project without joint use, or the modernization improvements with no residential use may be a second Alternative. Alternatives considered but rejected shall also be identified. The Consultant shall prepare a draft description of each of the alternatives to be analyzed and compared to the proposed project, and a short discussion of the alternatives considered and rejected. Based on one set of consolidated comments on these descriptions from SF Planning, to include reconciliation of any conflicting comments from the SFMTA, the Consultant shall prepare final descriptions of the two alternatives for use in analysis in the EIR and the final discussion of the alternatives considered and rejected.

The Consultant shall prepare a brief memorandum discussing the preservation alternative, to include up to 3 drawings presenting that alternative to be provided to the Consultant by the SFMTA. The Consultant shall attend one meeting of the Historic Preservation Commission at which SF Planning staff will present the preservation alternative for the HPC's consideration and comment. No revision to the alternatives is included in this Scope of Services and cost estimate; if a revision or an additional alternative is required, the Consultant will work with SFMTA to develop a new scope and approved budget in a task order under As-Needed Phase 14: General Consultant Support.

## **Task 2: Administrative Draft Environmental Impact Report-1**

The Consultant shall prepare an Administrative Draft Environmental Impact Report-1 (ADEIR-1) for City staff review. ADEIR-1 will consist of the Project Description from the IS/NOP (see Phase 2, Task 4 and Phase 3, Task 1) with up to three additional graphics and related text; a brief listing of plans and policies consulted and discussion of conflicts with them (if any); the Setting, Impacts, and Mitigation Measures chapter summarizing the findings from the Historic Resources Evaluation Part 1 (to be provided by the SFMTA after acceptance by SF Planning) and summarizing the project-specific and cumulative impacts identified in the TIS, Noise Study, Air Quality Study, and Shadow Study; the Other CEQA Issues chapter discussing Growth-Inducing impacts, listing any significant and unavoidable impacts, and any known controversy and issues to be resolved; the Alternatives chapter describing the No Project Alternative and up to two additional alternatives developed in Phase 5, Task 1 and their impacts with up to two figures for each of these alternatives, comparing the impacts of the alternatives to those of the proposed project, and briefly discussing alternatives that were considered and rejected; and a Chapter listing document Authors and Persons Consulted. Appendices to the Draft EIR are assumed to be the published Initial Study, the Transportation Impact Study, the Air Quality Technical Report, Noise technical information, and one appendix containing SFMTA details related to the project and the Building Progress Program insofar as it is relevant. The scope of services and cost estimate assume that no material



changes will occur in the Project Description once it has been finalized in Phase 2. No new technical analyses are assumed to be needed to prepare this or later administrative drafts or publication of the EIR. If either of these assumptions change, the Consultant will work with the SFMTA to establish a scope of work and cost estimate for the additional work in an approved task order under As-Needed Phase 14, General Consultant Support.

### **Task 3: Administrative Draft Environmental Impact Report-2**

Based on one set of consolidated comments from the City that are assumed to be editorial in nature, and with direction from SF Planning to the Consultant with respect to any conflicting comments, the Consultant shall revise ADEIR-1 and prepare ADEIR-2 (including a Summary chapter and an Introduction). Consultant shall submit ADEIR-2 to SF Planning and the SFMTA for review. The Consultant shall also provide annotations to comments on ADEIR-1. The Consultant shall provide up to 4 paper copies of ADEIR-2 to City staff, along with electronic versions in Word and PDF.

### **Task 4: Screencheck Administrative Draft Environmental Impact Report**

Based on one set of consolidated comments from the City that are assumed to be only editorial in nature, and with direction from SF Planning to the Consultant with respect to any conflicting comments, the Consultant shall revise ADEIR-2 and prepare the Screencheck Draft EIR. The Consultant shall submit the Screencheck Draft EIR to SF Planning and the SFMTA for review. Along with the Screencheck Draft EIR, the Consultant shall prepare administrative drafts of the Notice of Availability of the Draft EIR (NOA) and Notice of Completion (NOC) for City staff to review. The City team shall prepare a MMRP-2, to include all mitigation measures in the IS and any additional measures identified in the Draft EIR. In addition, as appropriate, improvement measures may be identified for less-than-significant impacts for certain environmental topics. Both will be included in MMRP-2.

The Consultant shall provide up to 4 paper copies of the Screencheck Draft EIR to City staff, along with electronic versions in Word and PDF; and only electronic versions in Word of the Draft NOA and Draft NOC.

### **Task 5 – Print Check Draft Environmental Impact Report**

Based on one set of consolidated comments from the City that are assumed to be only editorial in nature, and with direction from SF Planning to the Consultant with respect to any conflicting comments, the Consultant shall revise the Screencheck Draft EIR and prepare the Print Check Draft EIR. The Consultant shall submit the Print Check Draft EIR to SF Planning for review. Along with the Print Check Draft EIR, the Consultant shall prepare the final NOA and NOC for City staff to review.

The Consultant shall provide up to 2 paper copies of the Print Check Draft EIR to SF Planning staff, along with electronic versions in Word and PDF; and only electronic versions in Word of the NOA and NOC.

#### **Task 6 – Draft Translation of NOA**

Consultant shall translate the NOA and provide the translated document in Chinese, Tagalog and Spanish to SF Planning and the SFMTA for review. The Consultant shall provide the translated NOA in electronic form in Word.

#### **Task 7 – Final Translation of NOA**

Based on one set of consolidated comments from City staff, Consultant shall finalize the translated NOA and provide to City staff for approval.

#### **Task 8 –Draft EIR**

Based on one set of consolidated comments from SF Planning, the Consultant shall revise and finalize the Draft EIR, with direction from SF Planning to the Consultant with respect to any conflicting comments, and submit to SF Planning for final review and authorization with signature by the Environmental Review Officer (ERO). The Consultant shall also provide annotations to comments on the Print Check Draft EIR.

Based on one set of consolidated comments from City staff, the Consultant shall provide a final NOA (including the approved Chinese, Tagalog and Spanish versions) and NOC for signature by the ERO.

#### **Task 9 – Publication and Distribution of Draft Environmental Impact Report**

The Consultant shall publish 50 paper copies of the Draft EIR and 75 CDs, as authorized by SF Planning. A final NOA will be prepared and up to 250 copies in English, 25 copies in Chinese, 25 copies in Tagalog, and 25 copies in Spanish will be printed for mailing. Electronic copies of the Draft EIR in PDF (accessible) and Word will be provided to SF Planning on separate CDs. The PDF of the EIR will be posted on the Planning Department website by SF Planning staff.

The Consultant shall update the distribution list for the Draft EIR paper copies and CDs and the NOAs using the mailing list prepared for the Initial Study/NOP (see Phase 3, Task 9, above), with additional names and addresses obtained during the Initial Study/NOP public scoping process and any additional names and addresses provided by SF Planning or SFMTA up to two weeks prior to the mailing date for the Draft EIR. EP will identify those on the mailing list who will receive paper copies or CDs of the Draft EIR, those who will receive only the NOA, and who will receive a translated version of the NOA.

The Consultant shall also prepare 15 paper copies of the Summary Chapter of the Draft EIR, accompanied by 15 CDs of the full Draft EIR for transmittal with the signed Final NOC to the State Clearinghouse. Any individuals or organizations on the distribution list who provide only e-mail addresses will receive the NOA via e-mail from SF Planning.

### **Task 10: Public Hearings on Draft Environmental Impact Report**

Over the 45-day public comment period for the Draft EIR the Consultant shall attend two public hearings on the Draft EIR – the Historic Preservation Commission (HPC) and the City Planning Commission (CPC) hearings – with the HPC hearing occurring at least one week before the CPC hearing, which is to be scheduled at least 30 days after Draft EIR publication. The Consultant shall provide the services of a court reporter at the CPC hearing. The San Francisco Planning Commission will provide interpretation services, e.g., Chinese, Tagalog, and Spanish interpreters, for the CPC hearing upon request from the public to the Commission Secretary at least 48 hours in advance of the CPC hearing.

### **Task 11 – Administrative Record for Draft EIR**

The Consultant shall compile the Administrative Record materials for the Draft EIR and shall provide one paper copy and an electronic copy on CD for SF Planning’s files. Drafts of the Administrative Record are not included with submittals of earlier administrative drafts of the EIR.

#### Deliverables:

- (1) *Deliverable 5.1: Draft and Final Descriptions of up to two Alternatives for analysis in DEIR*
- (2) *Deliverable 5.2: Administrative Draft EIR-1*
- (3) *Deliverable 5.3: Administrative Draft EIR-2, with Introduction and Summary Chapter*
- (4) *Deliverable 5.4: Screencheck Draft EIR, Draft Notice of Availability, and Draft Notice of Completion*

- (5) *Deliverable 5.5: Print Check Draft EIR, Final Notice of Availability, and Final Notice of Completion*
- (6) *Deliverable 5.6: Draft Translation of NOA*
- (7) *Deliverable 5.7: Final Translation of NOA*
- (8) *Deliverable 5.8: Final Draft EIR*
- (9) *Deliverable 5.9: Publish and Distribute Draft EIR*
- (10) *Deliverable 5.10: Attend Draft EIR Hearings and provide a court reporter*
- (11) *Deliverable 5.11: Administrative Record for Draft EIR*

## **PHASE 6: RESPONSES TO COMMENTS FOR POTRERO YARD PROJECT**

### **Task 1a –Assess the Volume of comments on Draft EIR**

The Consultant shall bracket oral comments from the public hearing transcript on the Draft EIR and written comments received on the Draft EIR during the public review period. Consultant shall organize the comments by CEQA topic, grouping similar comments to allow for essay responses. For the purposes of bracketing and the matrix in Phase 6, Task 1b, this Scope of Services and cost estimate assumes that no more than 15, 2-page comment letters will be received; that no more than 10 persons, including Planning Commissioners, will comment at the public hearing on the Draft EIR; that all public and agency comments on the Draft EIR are received by Consultant within five working days of the close of the public comment period; and that no substantial changes in the proposed project or the analyses of impacts will be requested by the City or required in response to public comments and no new technical analyses will be necessary.

Consultant shall assess the volume of comments received on the Draft EIR and advise SFMTA on whether the SFMTA must authorize As-Needed Phase 12, Additional Responses to Comments for Potrero Yard Project, to cover scoping and budgeting the Responses to Comments with SF Planning, bracketing the comments and preparing a matrix, and preparing the Responses to Comments document.

### **Task 1b – Draft matrix of comments and bracketed comment letters and transcript**

The Consultant shall submit a draft matrix of comments, organized by topic, to the City, along with a set of draft bracketed comment letters and the bracketed transcript.

### **Task 1c – Final matrix of comments and bracketed comment letters and transcript**

Based on one consolidated set of City comments on the draft matrix of comments and bracketed comment letters and transcript, the Consultant shall identify comments to be responded to by SF Planning, SFMTA, or City Attorney staff and prepare a final matrix of comments and bracketed comment letters and transcript. The Consultant shall

distribute the comment groups to the Consultant team and City agencies to prepare responses.

### **Task 2 – Responses to Comments on Draft EIR-1**

The Consultant shall compile responses provided by SF Planning, SFMTA, and/or City Attorney staff received on the agreed-upon schedule; prepare draft responses to the comments not identified for response from City staff and prepare the other standard chapters of the Responses to Comments (RTC) document (Introduction, List of commenters, Summary of Comments and Responses, Draft EIR Revisions); and submit Draft 1 of the RTC document to the City staff for review. It is assumed in this Scope of Services and cost estimate that the RTC document will not be required to include any revisions to the proposed project or the alternatives that would require a Chapter 2, Modifications to the Proposed Project or Alternatives or their Analyses. The Consultant shall provide up to 4 paper copies of RTC-1 to City staff, along with electronic versions in Word and PDF.

### **Task 3 – Responses to Comments on Draft EIR-2**

Based on one set of consolidated comments from the City on the RTC Draft 1 document, assumed to be editorial in nature, and with direction from SF Planning to the Consultant with respect to any conflicting comments, the Consultant shall revise the responses and prepare RTC-2 for City review. The Consultant shall provide up to 4 paper copies of RTC-2 to City staff, along with electronic versions in Word and PDF. The Consultant shall also provide annotations to comments on RTC-1.

### **Task 4 – Screencheck Responses to Comments on Draft EIR**

Following receipt of one set of consolidated comments from the City on RTC-2 and direction from SF Planning with respect to any conflicting comments, the Consultant shall prepare and submit the Screencheck Draft RTC for City review. The City team shall prepare the Screencheck Draft MMRP.

The Consultant shall provide up to 4 paper copies of the Screencheck Draft RTC to City staff, along with electronic versions in Word and PDF. The Consultant shall also provide annotations to comments on RTC-2.

### **Task 5 – Final Responses to Comments on Draft EIR**

The Consultant shall prepare the Final RTC document based on one consolidated set of comments from the City on the Screencheck Draft RTC, and direction from SF Planning

with respect to any conflicting comments, and submit to SF Planning staff for approval and authorization to publish. No Print Check draft is included.

The Consultant shall provide electronic copies in Word and PDF (accessible) to SF Planning staff on separate CDs for Planning Department files and for SF Planning to post on the Planning Department's website.

The City team shall revise the Screencheck Draft MMRP and prepare a final MMRP.

### **Task 6 – Publication and Distribution of Responses to Comments**

The Consultant shall produce up to 20 paper copies and 40 CDs of the Final Responses to Comments document. The Consultant shall organize distribution of the RTC document to persons, agencies and organizations that commented based on SF Planning's instruction as to who should receive paper copies and who should receive CDs. It is assumed that 12 of the paper copies will be for the Planning Commission and SF Planning files. Any commenters that provide only e-mail addresses will receive an e-mail notification of the availability of the RTC document on the Planning Department website via e-mail from SF Planning.

This Scope of Services and cost estimate assumes that there is no appeal to the Board of Supervisors of the Planning Commission's certification of the Final EIR.

### **Task 7 – Administrative Record for RTC**

The Consultant shall compile the Administrative Record materials for the RTC, if one is needed, and shall provide one paper copy and an electronic copy on CD for SF Planning's files. Drafts of the Administrative Record are not included with earlier submissions of administrative draft RTC documents.

#### Deliverables:

- (1) *Deliverable 6.1a: Assess the volume of comments on Draft EIR*
- (2) *Deliverable 6.1b: Draft matrix of comments and bracketed comment letters and transcript*
- (3) *Deliverable 6.1c: Final matrix of comments and bracketed comment letters and transcript*
- (4) *Deliverable 6.2: Draft 1 RTC*
- (5) *Deliverable 6.3: Draft 2 RTC*
- (6) *Deliverable 6.4: Screencheck Draft RTC*
- (7) *Deliverable 6.5: Final RTC*
- (8) *Deliverable 6.6: RTC Publication and Distribution*

(9) *Deliverable 6.7: RTC Admin Record*

## **PHASE 7: EIR CERTIFICATION FOR POTRERO YARD PROJECT**

### **Task 1: Attendance at Final EIR Certification Hearing**

Up to 3 members of the Consultant team shall attend the CPC certification hearing and prepare brief notes summarizing any public comment and the CPC's action. No review and revision of these notes are included in this Scope of Services and Cost Estimate, and no responses to issues raised will be prepared. A court reporter is not typically engaged to record testimony at an EIR certification hearing and therefore none is included in this scope of work.

#### *Deliverables:*

(1) *Deliverable 7.1: Attendance at CPC EIR certification hearing and notes of public comment at that hearing*

## **PHASE 8: CONSOLIDATED FINAL EIR DOCUMENT FOR POTRERO YARD PROJECT**

### **Task 1 – Administrative Draft Final EIR Document**

The Consultant shall prepare an Administrative Draft Final EIR, comprised of the Draft EIR that incorporates text changes in responses and in the staff-initiated text changes presented in the Draft EIR Revisions section of the RTC document, includes the RTC document as the final chapter in the EIR, and inserts the final Certification Motion at the front of the document. The Consultant shall submit one paper copy and electronic copies in Word and PDF to SF Planning for review.

### **Task 2 – Final EIR Document**

The Consultant shall prepare a consolidated Final EIR based on SF Planning comments.

Up to 20 paper copies and up to 75 CDs of the Final EIR shall be prepared. The consolidated Final EIR will be transmitted to organizations, agencies and individuals who make a formal request for a copy to SF Planning. Word and PDF (accessible) electronic versions will be provided to SF Planning for its files and to post on the Planning Department website.

### **Task 3 – Administrative Record for Final EIR**

The Consultant shall provide one paper copy and one PDF of new materials, if any, to SF Planning for a final Administrative Record.

Deliverables:

- (1) *Deliverable 8.1: Administrative Draft Final EIR*
- (2) *Deliverable 8.2: Final EIR*
- (3) *Deliverable 8.3: Final Administrative Record*

## **PHASE 9: MEETINGS AND CONSULTATION FOR POTRERO YARD PROJECT**

### **Task 1: Meetings**

The Consultant shall coordinate and attend up to 36 meetings or conference calls and up to 6 other, intermittent meetings or conference calls during the EIR process.

Meetings/conference calls are assumed to be suspended during long City staff review periods (e.g., 3 to 6 weeks for review of Administrative Drafts 1 and 2 of the Draft EIR) and at other times when coordination meetings are not required. These meetings are to ensure regular communication among City staff and the Consultant. The Consultant shall prepare draft and final agendas, send meeting invitations, and prepare and distribute brief notes of key decisions made at the bi-weekly meetings. The Consultant shall finalize draft meeting notes based on one set of consolidated City comments if received within five (5) working days of submittal of the draft meeting notes. The agendas and final meeting notes will be maintained in a separate file with the Consultant and will be provided to the City if requested.

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

The Consultant shall prepare up to four (4) updates/revisions to the Detailed Project Schedule finalized under Phase 1, Task 5 (Deliverable 1.5).

Deliverables:

- (1) *Deliverable 9.1a: Coordinate and attend up to 36 monthly (approximately one a month) environmental team project meetings or conference calls including draft and final agendas and conduct up to 6 conference calls or meetings with SFMTA Project Manager*
- (2) *Deliverable 9.1b: Draft and final meeting notes (the latter assumes receipt of City comments within 5 working days of submittal of draft meeting notes)*



- (3) *Deliverable 9.1c: Accessible format: NOP, IS, NOA for IS, published Draft EIR, NOA for Draft EIR, published RTC document, and consolidated Final EIR*
- (4) *Deliverable 9.1d: Up to 4 updates of the Project Schedule*

## **PHASE 10: PUBLIC OUTREACH AND ENGAGEMENT FOR POTRERO YARD PROJECT AND BUILDING PROGRESS PROGRAM**

Note that the Tasks under Public Outreach and Engagement are presented in Appendix B as Time-and-Materials Not to Exceed rather than as a Fixed Fee per task, pursuant to instructions in the Request for Proposals.

### **Task 1 – Planning for Public Outreach and Engagement**

The Consultant shall plan the public outreach and engagement for the Potrero Yard Project and Building Progress Program. The Consultant shall create effective public participation plans, develop communications assessments, and prepare outreach and communication plans.

### **Task 2 – Implementation of Public Outreach and Engagement**

The Consultant shall implement the public outreach and engagement for the Building Progress Program and the Potrero Yard Project including temporary bus storage at Muni Metro East or the new bus facility (see item 5, above on p. A-2). The Consultant shall:

- Assist with the implementation of outreach meetings (up to 6 meetings)
  - Schedule and reserve venues and provide logistical support for outreach meetings, including transportation access, presentation set-up, sign-in, materials production, and other duties as assigned
  - Ensure broad awareness among relevant audiences in advance of meetings, including e-blasts and other notifications to community organizations for up to 6 outreach meetings
  - Develop presentations (e.g. PowerPoint) and presentation boards for meetings (up to 6 presentations and 25 boards in total)
    - Printing of presentation boards will be performed in house by the SFMTA and the cost for that service is not included in this Scope of Services or cost estimate
  - Record meeting minutes, transcribe audio visual recordings, and draft meeting debriefs for meetings
  - Track meeting attendance
- Develop and implement engagement tools
  - Conduct and facilitate formal and informal focus groups (up to four)
  - Design and administer surveys using different formats, including online, phone, intercept, and in-person interviews (up to 2)

- Coordination for design charrette
- Aggregate feedback to allow for detailed reporting and trend analysis
- Prepare detailed outreach history summaries in preparation for legislative action or completion of project community phase
- Identify and procure specific collection and measurement tools, as needed
- Manage stakeholder outreach and meetings
  - Maintain stakeholder contacts and correspondence
  - Scheduling and logistics for, up to 16 stakeholder meetings
  - Logistical support inter- and intra-agency meetings and briefings (up to 4)
  - Outreach at standing community events, tours, and site visits (up to 4)

### **Task 3 – Design and Development of Communications Materials**

The Consultant shall implement the public outreach and engagement for the Potrero Yard Project and Building Progress Program. The Consultant shall:

- Write, design, translate, and produce collateral materials (up to 6)
- Digital assets
  - assist in development and implementation of digital communications to support web pages, and blog posts (up to 4)
  - draft project information for emails and for social media posts (up to 10) with advertising
  - provide social media monitoring services
- Video production
  - write, produce and edit videos (up to two) that increase public understanding of project
  - develop public dissemination plan for videos
  - translate videos for non-English language speakers on request (up to two languages)
- Miscellaneous Items
  - develop customized give-away materials (i.e. “swag”) that support public interest and engagement (up to two items)
  - procure materials and supplies for meetings and presentations

### **AS-NEEDED PHASES AND TASKS**

The following As-Needed Phases 11 through 13 below (inclusive of all tasks and subtasks) comprise an As-Needed task for GIS Support Services for the SFMTA (As-Needed Phase 11: GIS Support), and two As-Needed tasks associated with the Potrero Yard Project (As-Needed Phase 12: Additional Responses to Comments for Potrero Yard Project) and As-Needed Phase 13: Health Risk Assessments for Potrero Yard Project Air Quality Analysis). In addition there is

an As-Needed Phase 14, General Consultant Support, for other components of the SFMTA's Building Progress Program such as the Enforcement Headquarters and Joint Use Project at 1200 15<sup>th</sup> Street. These As-Needed tasks will have Time-and-Materials Not to Exceed budgets with detailed scopes and budgets to be determined between the City and Consultant in approved task orders except for the Enforcement Headquarters and Joint Use Project at 1200 15<sup>th</sup> Street EIR and the MME Expansion CEQA document, which will be Fixed Fee Phases and tasks if they are activated and approved by the SFMTA.

## **AS-NEEDED PHASE 11: Geographic Information Systems (GIS) Support**

### **Task 1 – GIS Support**

The Consultant shall provide GIS Support for the Building Progress Program on an as-needed basis as requested by the SFMTA, with specific scopes of work and cost estimates to be established based on each request.

## **AS-NEEDED PHASE 12: ADDITIONAL RESPONSES TO COMMENTS FOR POTRERO YARD PROJECT**

### **Task 1 – Additional Responses to Comments on Draft EIR**

The Consultant shall bracket and organize comments from up to 15 additional 2-page letters or commenters at the Draft EIR public hearing and will respond to the bracketed comments as for the RTC document in Phase 7, Tasks 1a and b, assuming no more than two new issues are raised in the additional comments and the remainder are the same issues as received in Phase 7, Task 1. As for the comments on the Draft EIR addressed in Phase 7, Task 1, the Consultant assumes that all public and agency comments on the Draft EIR will be received by Consultant within five working days of the close of the public comment period. The 15 additional letters or public hearing comments will be integrated into the RTC document and will be subject to the same rounds of SF Planning and SFMTA review and comment as the main RTC document performed in Phase 7, Tasks 1 through 7.

#### *Deliverables:*

*Deliverable 12.1: Additional scope to be added to Phase 6, Tasks 1-7*

## **AS-NEEDED PHASE 13: HEALTH RISK ASSESSMENTS FOR POTRERO YARD PROJECT AIR QUALITY ANALYSIS**

### **Task 1 – Health Risk Assessment**

The Consultant shall coordinate with SF Planning to incorporate the methodology for the Health Risk Assessment (HRA) into the Air Quality Methodology developed under Phase 4, Tasks 4.3a and/or 4.3b, above; and incorporate the HRA into the Air Quality Technical Report (see Phase 4, Tasks 4.3c and 4.3d, above).

The Consultant shall prepare a Health Risk Assessment (HRA) for the Potrero Yard Project that will evaluate health risks to new residences at the project site and existing sensitive receptors within 1,000 feet of project construction, as well as along the most heavily congested travel corridor that would be affected by growth assumed in the SFMTA fleet; this corridor would be a worst-case scenario for TAC emissions. Health risks to sensitive receptors will be assessed in accordance with guidelines and methodologies from the Bay Area Air Quality Management District, the California Air Resources Board, the California Office of Environmental Health Hazard Assessment, and the United States Environmental Protection Agency. When feasible, the assumptions and methods used in the project-specific and cumulative HRA will be consistent with the methodologies used in the San Francisco Community Risk Reduction Plan – Health Risk Assessment.

*Deliverables:*

*Deliverable 13.1: Additional text for Air Quality Methodology document and Air Quality Technical Report to be added to Phase 4, Tasks 4.3a to 4.3.d*

## **AS-NEEDED PHASE 14 – GENERAL CONSULTANT SUPPORT**

During the term of this Contract, the SFMTA may need to procure consulting services related to the construction or reconstruction of SFMTA facilities that are not covered in Phases 1 – 10 and As-Needed Phases 11-13. These services could include but are not limited to:

- preparation of a Negative Declaration or Mitigated Negative Declaration for the Muni Metro East Expansion Project (MME Project), if a Categorical Exemption is determined to be inappropriate;
- addition of topics to the Draft EIR for the Potrero Yard Project that were assumed to be fully analyzed in its Initial Study;
- preparation of a wind tunnel analysis for the Potrero Yard Project;
- analysis of additional alternatives or revision to an alternative based on comments received on the alternatives from the HPC for the Potrero Yard Project;
- preparation of additional responses to comments if the volume of comments are greater than that identified in Phase 6 and As-Need Phase 12 for the Potrero Yard Project

- preparation of a Categorical Exclusion or Environmental Assessment/Finding of No Significant Impact pursuant to the National Environmental Policy Act working with the Federal Transit Administration for the Potrero Yard Project;
- environmental review services for the Enforcement Headquarters and Joint Use Project at 1200 15<sup>th</sup> Street;
- public outreach for the Enforcement Headquarters and Joint Use Project at 1200 15<sup>th</sup> Street;
- and other similar services related to environmental analysis and review of the Building Progress Program.

Scopes and budgets for these support services will be established on a Task Order basis as they may be requested by the SFMTA. See Section 4.4 of the Agreement for the Task Order procedure and Appendix D for the Task Order format.

Deliverables: TBD, based on Task Order(s)

## **PHASE 15: PREAPPLICATION CONSULTATION MEETING**

### **Task 1: Preapplication Consultation Meeting**

The Consultant will draft a Preapplication Consultation Meeting Agenda for circulation (electronic copy) five days in advance of meeting, will finalize based on comments from participants, and will provide up to ten (10) paper copies of the Final Preapplication Consultation Meeting Agenda. THE CONSULTANT staff and key technical team members will attend the Preapplication Consultation Meeting with staff from the SFMTA, San Francisco Planning Department (SF Planning) and other City agencies to discuss the Project, to discuss the work completed to date, and to solicit direction from SF Planning on the steps to initiate the environmental review process. Consultant will draft meeting minutes for the Preapplication Consultation Meeting and provide to the SFMTA and other participants for review. Based on comments Consultant will provide final meeting minutes for the Preapplication Consultation Meeting. The Consultant will also draft a preliminary schedule for review by SFMTA.

Deliverables:

*(1) Deliverable 15.1: Draft and Final Preapplication Consultation Meeting Agenda (electronic/digital copy and hard copies for meeting); Attendance at Project Kickoff Meeting; Draft and Final Kickoff Meeting Minutes (electronic/digital copy); Draft Preliminary Schedule*

## **PHASE 16: PROJECT DESCRIPTION REALIGNMENT**

### **Task 1: Information Review and SFMTA Data Request**

In advance of the Project Kickoff Meeting (see Phase 1, Task 3 in Appendix A of the Main Contract) and development of the detailed project schedule (see Phase 1, Task 5 in Appendix A of the Main Contract), the Consultant will review the SFMTA's work completed to date, the SFMTA's background studies already completed (see Section A.8 in Appendix A of the Main Contract), the SFMTA's draft background studies, and the public outreach materials and public feedback from the SFMTA's public outreach meetings to identify changes to the scope of services or schedule. Based on this review, the Consultant will submit one Data Request to the SFMTA requesting revisions and/or clarifications to draft studies as well as requests for other information needed to complete the detailed Preliminary Project Description, and the project schedule and work projection (see Phase 16.2, below, and Phase 1, Task 5 in Appendix A of the Main Contract). Following the submission of the Data Request and receipt of responses from the SFMTA, Consultant will attend one meeting with SFMTA to clarify responses to the Data Request (see Phase 1, Task 1 in Appendix A of the Main Contract).

## **Task 2: Preliminary Project Description**

Consultant will submit a detailed Preliminary Project Description that summarizes the Project as currently proposed by the SFMTA, describing the maximum development for the Potrero Yard site, and including all of the required components of an EIR Project Description specified in SF Planning's Consultant Guidelines.

Consultant will track the SFMTA's public engagement and outreach efforts for the Potrero Yard redevelopment and will coordinate with the SFMTA to incorporate any public concerns and/or new information from the SFMTA team into a detailed Preliminary Project Description (see Task 16.1, above [Information Review]). It will be necessary to identify all components of the Project and clarify details of the components to be analyzed for the topics in Appendix G of the CEQA Checklist including quantitative technical background studies. To do this, THE CONSULTANT will submit a Data Request (see Task 16.1, above [Data Request]) identifying project details or other technical information that will be needed by specialists to carry out their analyses.

It is anticipated that the Preliminary Project Description, along with the responses to the Data Request (see Task 16.1, above [Data Request]) will be reviewed and revised by the SFMTA and its team of consultants and returned to the Consultant along with the Planning Application and updated Plan Set.

Upon receipt, the Consultant will revise the Project Description and submit the official Draft 1 Project Description including graphics for concurrent review by SFMTA and SF Planning (see Phase 2, Task 2 in Appendix A of the Main Contract). This step will commence after the final public outreach meeting on October 26, 2019 and the Project

Kick-Off Meeting (see Phase 1, Task 3 in Appendix A of the Main Contract). Although the Project Description will be finalized under Phase 2, Task 4, any changes that arise as a result of SFMTA responses to the Planning Department's Plan Check Letter (to be issued within 90 days of the determination that the Planning Application is accepted as complete), from comments on the Notice of Preparation, or from oral and written comments submitted at the Public Scoping Meeting are assumed to be minor and will be incorporated into the final description (see Phase 17, Notice of Preparation and Public Scoping Meeting, below). The Project Description must be complete and affirmed as stable by the SF Planning EIR Coordinator before preparation of the Initial Study (see Phase 3, Task 1 in Appendix A of the Main Contract) to protect the budget and schedule.

Revisions to the Project or any notable components that occur after the Project Description has been affirmed as stable by the SF Planning EIR Coordinator may result in adjustments to the scope of work and budget. If revisions to the Initial Study and/or the EIR technical background studies are needed because of changes to the Project, the Consultant will provide a scope and cost estimate for the additional work and budget authorization in an approved task order using the As-Needed Phase 20: As-Needed General Consultant Support.

Deliverables:

- (1) *Deliverable 16.1: Information Review and SFMTA Data Request (electronic/digital copy)*
- (2) *Deliverable 16.2: Preliminary Project Description*

## **PHASE 17: NOTICE OF PREPARATION AND PUBLIC SCOPING**

A Notice of Preparation (NOP) and Notice of Public Scoping must be circulated and a public scoping meeting must be held for the Project because more than 500 new residential units are proposed (CEQA Guidelines Section 15082(c)(1) and 15206(b)(2)). The Consultant will prepare a NOP early in the process, to obtain public input on the scope of the environmental review. An Initial Study will not be included with the NOP.

### **Task 1: Draft 1 NOP**

The Consultant will prepare a brief summary of the Project based on information in the EIR Project Description (see Phase 3, Tasks 2-4 in Appendix A of the Main Contract), with up to seven color maps/graphics to assist the public in understanding the Project. The NOP will include a brief description of the potential environmental issues, the determination that an EIR is required, and information about alternatives and the public scoping process. NOP-1 will be submitted for review by SF Planning and the SFMTA. As required by SF Planning, SFMTA comments must be directed to SF Planning staff before being

transmitted to the Consultant as one set of consolidated set of comments without internal conflicts.

The Consultant will provide up to four (4) paper copies of NOP-1 to City staff, along with electronic versions in Word and PDF.

### **Task 2: Draft 2 NOP**

Based on one set of consolidated City comments without internal conflicts, the Consultant will revise NOP-1 and submit NOP-2 for review. The Consultant will provide annotations to comments on NOP-1 (electronic/digital copy only).

The Consultant will provide up to four (4) paper copies of NOP-2 to City staff, along with electronic versions in Word and PDF.

### **Task 3: Screen Check Draft NOP; Draft NOA of NOP; and Draft NOC**

Based on one set of consolidated City comments, the Consultant will revise NOP-2 and submit a Screen Check Draft NOP for review by SF Planning and the SFMTA. The Consultant will also submit a draft Notice of Availability of the NOP (NOA), which will include a short summary of the Project and a link to the final NOP, and a draft Notice of Completion (NOC) for review by SF Planning. The Consultant will provide annotations to comments on NOP-2 (electronic/digital copy only).

The Consultant will provide up to four paper copies (4) of the Screen Check Draft NOP to City staff, along with electronic versions in Word and PDF; and only electronic versions in Word of the Draft NOA and Draft NOC.

### **Task 4: Draft Distribution List**

The Consultant will request the list of tenants, occupants, and owners of property within a 300-foot radius of the project site from SF Planning, will request names and addresses of additional interested persons and organizations from SF Planning and the SFMTA, will create a draft distribution list for mailing the NOP and the NOA, and will submit to City staff for review as an excel spreadsheet.

### **Task 5: Final Distribution List**

Based on one set of consolidated comments from SF Planning without internal conflicts, the Consultant will create a final distribution list. SF Planning will provide instructions as to who should receive paper copies or CDs of the NOP; who should receive only the NOA by mail; who should receive Chinese, Tagalog, or Spanish versions of the NOA; and who should be notified of the availability of the NOP by e-mail by SF Planning, with a hyperlink to the final NOP on the Planning Department website.



### **Task 6: Draft Translation of NOA**

The Consultant will translate the final NOA and provide the translated document in Chinese, Tagalog, and Spanish to SF Planning and the SFMTA for review. The Consultant will only provide the translated NOA as electronic versions in Word.

### **Task 7: Final Translation of NOA**

Based on one set of consolidated comments from SF Planning without internal conflicts, the Consultant will finalize the three translated versions of the NOA and provide to City staff for final approval.

### **Task 8: Final NOP; Final NOA of NOP; Final NOC**

Based on one set of consolidated comments from SF Planning without internal conflicts, the Consultant will revise the Screen Check Draft NOP, the draft NOA and draft NOC. The Consultant will finalize the NOP, the NOA and NOC and provide a final NOP and the final NOC from Task 17.3 for signature by the ERO. The Consultant will provide pdfs of the NOP and NOA for posting on the Planning Department's website.

### **Task 9: Final NOP Publication and Distribution**

The Consultant will be responsible for the publication and distribution (including reproduction and mailing) of the NOP and NOA. After SF Planning approves the final NOP and the NOA, the Consultant will mail up to 50 paper copies and 50 CDs or thumb-drives of the Final NOP, including copies for SF Planning and the SFMTA, and up to 250 paper copies of the NOA including distribution to the State Clearinghouse in Sacramento, along with the signed final NOC, for distribution to appropriate state and regional agencies. The Consultant will provide an Affidavit of Mailing of the various documents to SF Planning. Any e-mail notices regarding the availability of the NOP will be transmitted by SF Planning. The public comment period for a NOP that is circulated through the State Clearinghouse is 30 days.

### **Task 10: Attendance at Public Scoping Meeting**

The Consultant will attend and participate in the Public Scoping Meeting.

### **Task 11: Preparation for Public Scoping Meeting**

The Consultant will coordinate with SF Planning and the SFMTA to arrange for a site and date for the Public Scoping Meeting. SF Planning will prepare and publish the newspaper notice. The Consultant will provide a court reporter to transcribe the proceedings, organize the comments received, and document the results. The Consultant, or its subconsultants, will provide materials for the scoping meeting, including agenda, sign-in sheets, written

comment forms, speaker cards, and up to five (5) paper copies of the NOP. Scoping meeting materials will be provided to SF Planning and the SFMTA for review and will be finalized based on one set of consolidated comments from SF Planning without internal conflicts.

No presentation materials are included. No interpretation services are included. However, if the SFMTA directs the Consultant to provide interpretation services this additional work will be addressed with a new scope and budget through the As-Needed Phase 20: As-Needed General Consultant Support.

### **Task 12: Matrix of Public Comments on NOP**

SF Planning will provide to the Consultant copies of all written public comments, including all e-mails, received during the public review period for the NOP. The Consultant assumes for purposes of this cost estimate that no more than 5 unique comment letters or emails of no more than 2 pages each.

The Consultant will review all public comments during the public scoping period; compile all comments into a matrix listing the commenter, the commenter's affiliation, and the key issues raised in the hearing transcript, comment letters or e-mails; and provide to SF Planning and the SFMTA for review. This matrix will assist in finalizing the topics to be analyzed in the EIR and information will be summarized in Section G of the Initial Study (see Phase 3, Task 5 in Appendix A of the Main Contract). If any new topics are added to the EIR, this additional work will be addressed with a new scope and budget through the As-Needed Phase 20: As-Needed General Consultant Support.

#### *Deliverables:*

- (1) Deliverable 17.1: Draft 1 of Notice of Preparation*
- (2) Deliverable 17.2: Draft 2 of Notice of Preparation*
- (3) Deliverable 17.3: Screen Check Draft NOP, Draft NOA, and Draft NOC*
- (4) Deliverable 17.4: Draft Distribution List*
- (5) Deliverable 17.5: Final Distribution List*
- (6) Deliverable 17.6: Draft Translation of NOA*
- (7) Deliverable 17.7: Final Translation of NOA*
- (8) Deliverable 17.8: Final Notice of Preparation, Final NOA, and Final NOC*
- (9) Deliverable 17.9: Final NOP Publication and Distribution (mailing)*
- (10) Deliverable 17.10: Attendance at Public Scoping Meeting*
- (11) Deliverable 17.11: Preparation for Public Scoping Meeting (materials for meeting to include agenda, sign-in sheets, comment forms, speaker cards, and copies of NOP)*
- (12) Deliverable 17.12: Matrix of public comments received on the NOP*

## PHASE 18: TECHNICAL BACKGROUND STUDY REALIGNMENTS

The following background studies and/or forms will be expanded and/or initiated anew:

### **Task 1: Transportation Impact Study: Additional Traffic Data Collection**

Based on direction from SF Planning provided on September 25, 2019, the Consultant's transportation team will supplement the six May 2018 intersection counts for the weekday AM and PM peak period conditions to include the intersection of Potrero Avenue/16th Street and to collect count information on a day with an event at the new Chase Center arena. In addition, the Consultant's transportation team will perform a recount at the intersection of Bryant Street/16th Street in order to validate the previously collected counts (see Phase 4, Task 4.1c in Appendix A of the Main Contract).

The Consultant's transportation team will conduct peak period vehicle turning movement and classification counts, as well as pedestrian and bicycle counts, at the following intersections and time periods:

- Potrero Avenue/16<sup>th</sup> Street – AM (7 to 9 AM) and PM (4 to 6 PM) peak periods; no event at the Chase Center
- Potrero Avenue/16<sup>th</sup> Street – Extended PM peak period (5 to 8 PM) with event at the Chase Center
- Bryant Street/16<sup>th</sup> Street – AM (7 to 9 AM) and PM (4 to 6 PM) peak periods; no event at the Chase Center

#### Deliverables:

(1) *Deliverable 18.1: Additional Data Collection*

### **Task 2: Wind Tunnel Report**

Based on direction from SF Planning provided on September 25, 2019, a quantitative wind tunnel analysis is required. Thus, Phase 4, Task 4.5: Screening-Level Wind Analysis, in Appendix A of the Main Contract has been recharacterized to accommodate the development of a detailed draft and final scope of work for the quantitative wind tunnel report and two conference calls with SF Planning.

#### **Task 2.1: Meetings**

The Consultant and its wind subconsultant (RWDI) will prepare for and/or host up to three (3) conference calls with SF Planning and the SFMTA design team throughout the environmental review process. One call will be conducted prior to commencing the wind tunnel testing scoped under Phase 4, Subtask 4.5.2, Final Scope of Work. The second call

will be conducted shortly after completion of the wind tunnel testing and prior to development of the draft wind tunnel report (see Task 18.2.3, below). If the results of the wind tunnel testing identify wind impacts for the Project, The Consultant will coordinate with SF Planning and provide a scope and cost estimate for the additional work and budget authorization in an approved task order using the As-Needed Phase 20: General Consultant Support. The final call will be conducted prior to submission of the final wind tunnel report (see Task 18.2.4, below). These calls augment those under Phase 4, Subtask 4.5.3, Meetings and Consultation, related to the transfer of information from the SFMTA design team and the wind tunnel testing scope of work for review and approval by SF Planning.

### **Task 2.2: Draft and Final Measurement Locations Map**

In conjunction with the scoping process for the quantitative wind tunnel testing for the Project (see Phase 4, Task 4.5 in Appendix A of the Main Contract, under new Subtasks 4.5.1 and 4.5.2, as recharacterized), the Consultant will prepare a measurement locations map for review and comment by SF Planning and the SFMTA design team. The Consultant will finalize the map as part of SF Planning's approval of the scope of work for wind tunnel testing.

### **Task 2.3: Draft Wind Tunnel Report**

The Consultant will prepare a draft wind tunnel report for the Project based on the approved scope of work (prepared under Phase 4, Task 4.5 in Appendix A of the Main Contract, as recharacterized in Subtasks 4.5.1 and 4.5.2). The wind tunnel analysis will be based on the design drawings to be provided by the SFMTA team, a review of the surrounding information including the buildings and topography surrounding the project site, long-term meteorological data for the area, previous wind tunnel studies for similar projects, and the engineering judgement of key members of the Consultant. the Consultant will review the overall shape, height, massing and orientation of the proposed development with regard to the surroundings and the prevailing winds, generate models for three development configurations for testing in the wind tunnel study, and assess the proposed development against the pedestrian wind comfort and hazard criteria, as defined in the San Francisco Planning Code. The development configurations of the study site and surroundings to be tested are expected to be:

- Existing – the existing surroundings, with any buildings currently on site, without the proposed development
- Existing plus Project – the proposed development along with existing surroundings
- Cumulative plus Project: the proposed development along with existing surrounding structures and surrounding future buildings

The scope of work to be developed under Phase 4, Task 4.5 in Appendix A of the Main Contract, as recharacterized in Subtasks 4.5.1 and 4.5.2, will include additional detail regarding the test configurations, the City's protocols for wind tunnel testing, and the City's use of the wind hazard criterion (specifically, the potential for a project to create a net increase in the number of locations where the wind hazard criteria are exceeded) as the basis to determine whether a project would have a significant wind impact.

In summary, the Consultant will use a boundary-layer wind tunnel to simulate the natural wind speed and turbulence levels at the project site. The wind tunnel is equipped with spires and dynamic roughness that will be used to simulate the approaching wind speed and turbulence profiles. During the tests, wind speed data will be collected for sixteen (16) wind directions pursuant to the Planning Department's pedestrian wind tunnel testing methodology. The data collected from the wind tunnel will be analyzed in accordance with the protocol required by the Planning Department. Data describing the speed, direction and frequency of occurrence of wind gathered at the old San Francisco Federal Building at 50 United Nations Plaza will be used for this study for wind climate statistics to predict wind comfort and safety conditions for each test configuration. Results will be assessed against the pedestrian wind comfort and hazard criteria and be presented in diagrammatic and tabular formats, relating each measurement location with its resulting comfort/safety rating. The surrounding future buildings to include for the Cumulative plus Project test configuration will be confirmed with SF Planning in advance of testing.

In the event that undesirable conditions are predicted, the Consultant will use their accumulated experience and best judgment to suggest wind control strategies in an effort to improve conditions. In such a case, the Consultant will convene a meeting (see Task 18.2.1, above) to present and describe the nature of wind control features that would be needed to address any wind conditions deemed to be problematic. If conditions are particularly severe in critical areas, the Consultant may recommend, or the City may require, additional testing to develop specific solutions to satisfy planning code requirements. To accommodate this effort, if required, Consultant will coordinate with the SFMTA to develop a new scope and approved budget in a task order under As-Needed Phase 20: As-Needed General Consultant Support.

Once the team is satisfied that the results are acceptable, the Consultant will prepare a draft wind tunnel report describing methodology, results and recommendations and submit to SF Planning and the SFMTA for review and comment. the Consultant will provide up to three (3) paper copies of the draft wind tunnel report to City staff, along with electronic versions in Word and PDF.

### **Task 2.4: Final Wind Tunnel Report**

Based on one set of consolidated comments from EP, including reconciliation of conflicting comments from SFMTA, the Consultant will revise and finalize the report. The Consultant will provide up to two (2) paper copies of the final wind tunnel report to City staff, along with an electronic version in PDF.

#### Deliverables:

- (1) *Deliverable 18.2.1: Meetings (3)*
- (2) *Deliverable 18.2.2: Draft and Final Wind Measurement Locations Map*
- (3) *Deliverable 18.2.3: Draft Wind Tunnel Report (Microsoft Word and PDF)*
- (4) *Deliverable 18.2.4: Final Wind Tunnel Report (PDF)*

### **Task 3: Shadow**

Based on direction from SF Planning provided on September 25, 2019, a scope of work for the shadow study and other shadow study services are now required (see Phase 4, Task 4.6 (Shadow Study) in Appendix A of the Main Contract). As described there, a shadow study would be prepared but would not include a preliminary shadow fan, an official scope of work for approval by SF Planning staff, open space use surveys, or a technical memorandum specific to Section 295 of the Planning Code meeting Recreation and Park Commission requirements.

#### **Task 3.1: Preliminary Shadow Fan**

The Consultant and its shadow subconsultant (PreVision Design) will prepare a preliminary shadow fan to accompany the draft scope of work under Task 18.3.2, below.

#### **Task 3.2: Draft 1 Scope of Work**

The Consultant will prepare a draft scope of work for SF Planning and the SFMTA review.

#### **Task 3.3: Final Scope of Work**

Based on one set of consolidated comments from SF Planning, including reconciliation of conflicting comments from the SFMTA, the Consultant will revise and finalize the scope.

#### **Task 3.4: Site Surveys**

The Consultant will conduct up to six site visits to determine how the open space is used at different times of the day and week, the types of uses, the number of park users, and other relevant information related to observed park use. To control for variations in patterns of use occurring at various times of day and on different days of the week, three (3) 30-minute long use surveys shall be made during the morning, around midday, and during

afternoon on weekdays, and three (3) use surveys shall be made during the morning, around midday, and during afternoon on weekend days.

### **Task 3.5: Draft Section 295 Memorandum**

The Consultant will prepare a draft Section 295 Memorandum for SF Planning and SFMTA review. The Consultant will provide the draft memorandum to City staff as part of the submission of the Draft Shadow Study (see Phase 4.6, Task 4.6a in Appendix A of the Main Contract) in electronic versions (Microsoft Word and PDF).

### **Task 3.6: Final Section 295 Memorandum**

Based on one set of consolidated comments from SF Planning, including reconciliation of conflicting comments from the SFMTA, the Consultant will revise and finalize the Section 295 Memorandum and submit to City staff as part of the Final Shadow Study (see Phase 4.6, Task 4.6b in Appendix A of the Main Contract).

The Consultant will provide up to two (2) paper copies of the Final Shadow Study, including the final Section 295 memorandum, to City staff along with an electronic version in PDF.

#### *Deliverables:*

- (1) Deliverable 18.3.1: Preliminary Shadow Fan*
- (2) Deliverable 18.3.2: Draft Scope of Work*
- (3) Deliverable 18.3.3: Final Scope of Work*
- (4) Deliverable 18.3.4: Site Surveys (6)*
- (5) Deliverable 18.3.5: Draft Section 295 Memorandum (Microsoft Word and PDF)*
- (6) Deliverable 18.3.6: Final Section 295 Memorandum (PDF)*

### **Task 4: Water Supply Assessment**

SF Planning is required to request a Water Supply Assessment (WSA) from the San Francisco Public Utilities Commission (SFPUC) for projects that would include more than 500 residential units (CEQA Guidelines Section 15155(a)(1)(A)). The purpose of the water demand analysis described below is to provide Project information, existing and future water demand, and non-potable water reuse strategy, which SF Planning will review and convey to the SFPUC in the form of a water demand memorandum. The SFPUC will use the project information provided in the water demand memorandum, described below, to complete the WSA and, when finalized, adopt it in accordance with California Water Code (CWC) Section 1091. The approved WSA will be included as an Appendix to the Initial Study or Draft EIR.

The Consultant and its subconsultant (Hydroconsult Engineers, Inc. [HCE]) will work with SF Planning and the SFMTA consultant team to prepare draft and final water demand and

non-potable water supply calculations for the Project, as currently proposed, for inclusion in the draft and final water demand memorandum.

#### **Task 4.1: Information Review and Data Request**

The Consultant will review the SFMTA consultant team's documentation and plans for the replacement transit facility and joint development component (i.e., the Hatch Design Criteria Document, HDR Plans, the Planning Application and Plan Set, and the Draft 1 Project Description [see Phase 2, Task 2.2 in Appendix A of the Main Contract]). Based on this review, the Consultant will submit one data request to the SFMTA requesting specific data, materials, utility bills and other relevant information from City staff that Consultant will need to complete the water demand memorandum (see Task 18.4.2, below). Following the submission of the data request and receipt of responses from the SFMTA, the Consultant will convene one meeting with SFMTA to clarify responses to the data request.

#### **Task 4.2: Draft Water Demand Memorandum**

The Consultant will provide a draft water demand memorandum to EP, the SFMTA, and the SFPUC for review. The Consultant will coordinate with SF Planning and the SFMTA to ensure that the City and County of San Francisco's Recycled Water and Non-potable Water Ordinances, as well as Article 12C of the San Francisco Health Code (Alternative Water Sources for Non-Potable Applications), are addressed and that potential non-potable water supply sources (e.g., a wastewater recycling treatment system for blackwater harvesting, rain and/or stormwater catchment system for graywater harvesting; reclaimed water from bus wash areas) are correctly described and accounted for in the memorandum. Although the site is not located in a designated recycled water use area and is not subject to the Recycled Water Ordinance, the Consultant understands that the SFMTA intends to use recycled water for on-site non-potable uses to the maximum extent feasible and that the recycled water system will include an on-site distribution system consisting of recycled water mains and recycled water storage cisterns.

The existing water demand estimates will be based on public utility bills and other information to be provided by the SFMTA or the SFPUC as well as assumptions where existing information is limited. Future water demand and non-potable water supply estimates for the Project will be calculated for the proposed multi-family residential use; the proposed non-residential uses, including the replacement transit facility; proposed heating, ventilation, and air conditioning (HVAC) equipment; and the proposed open spaces, and assumes a discrete development program for the future uses (not a range of potential programs). Assumptions related to use characteristics (e.g. gallons per minute, average length of showers), the average number of persons per residential units; the number of showers, bathroom faucets, toilets, bathtubs, kitchen faucets, dishwashers, and washing



machines in each residential unit; irrigation demand for the proposed open space; and information related to the replacement transit facility (e.g. number of bus wash areas, locker room showers, and toilets) will be confirmed prior to initiation of water demand and supply calculations. The Consultant will run the SFPUC's Single Site Non-Potable Water Calculator tool to confirm that the sitewide water demand, supply, and off-set estimates for the Project are consistent with independent calculations developed by the SFMTA's consultant team. If any discrepancies are identified, the Consultant will convene one telephone conference call with SF Planning and SFPUC staff to determine if any changes are necessary.

The Consultant will provide up to three (3) paper copies of the draft memorandum and appendices to City staff, along with electronic versions in Word and PDF.

### **Task 4.3: Final Water Demand Memorandum**

The Consultant will finalize the water demand memorandum, including the underlying water demand and non-potable water supply calculations, based on one set of consolidated comments from SF Planning with any internal conflicts resolved. Consultant will submit the final water supply memorandum to SF Planning for transmittal to the SFPUC for final approval and inclusion in the Water Supply Assessment.

The Consultant will provide up to two (2) paper copies of the final memorandum and appendices to City staff, along with an electronic version in PDF.

If revisions to the water demand analysis are needed because of changes to the Project or any notable components that occur after the Project Description has been affirmed as stable by SF Planning and the water demand analysis calculations are developed for use in the water demand memorandum, the Consultant will provide a scope and cost estimate for the additional work and budget authorization in an approved task order using the As-Needed Phase 20: As-Needed General Consultant Support. Similarly, if revisions are needed because of changes to the Project after publication of the Draft EIR, the Consultant will provide a scope and cost estimate for that additional work and budget authorization.

#### *Deliverables:*

- (1) Deliverable 18.4.1: Data Request and Meetings; One (1) Telephone Conference Call*
- (2) Deliverable 18.4.2: Draft Water Demand Memorandum; One (1) Telephone Conference Call*
- (3) Deliverable 18.4.3: Final Water Demand Memorandum*

### **Task 5: Greenhouse Gas Compliance Checklist for Private Development Project**

Under Phase 3, Tasks 1 through 5 (Administrative Draft Initial Study-1 through Final Initial Study) in Appendix A of the Main Contract, the Consultant is tasked with the

preparation of the Greenhouse Gas Compliance Checklist for Municipal Projects (current version as of the initiation of this task) and a summary of the SFMTA's most recent Departmental Climate Action Strategy. Based on SF Planning direction provided on September 25, 2019 preparation of the private development version of the Greenhouse Gas Compliance Checklist is required.

#### **Task 5.1: Draft Greenhouse Gas Compliance Checklist**

The Consultant will prepare a draft Greenhouse Gas Compliance Checklist for Private Development Projects, using the most recent version of the GHG Compliance Checklist available at the initiation of this Task 18.5. The Consultant will provide up to two (2) paper copies of the draft GHG Compliance Checklist to City staff, along with electronic versions in Word and PDF.

#### **Task 5.2: Final Greenhouse Gas Compliance Checklist**

Based on one set of consolidated comments from EP, including reconciliation of conflicting comments from the SFMTA, Consultant will finalize the GHG Compliance Checklist and submit to SF PLANNING for final approval.

The Consultant will provide up to two (2) paper copies of the final Greenhouse Gas Compliance Checklist for Private Development Projects to City staff, along with an electronic version in PDF.

#### *Deliverables:*

- (1) Deliverable 18.5.1: Draft GHG Compliance Checklist for Private Development Projects*
- (2) Deliverable 18.5.2: Final GHG Compliance Checklist for Private Development Projects*

### **AS-NEEDED SERVICES AND TASKS**

#### **PHASE 19: AS-NEEDED EXTENSION OF MEETINGS AND CONSULTATION**

##### **Task 1: Coordinate and Attend Monthly Meetings**

The Consultant will coordinate and attend up to 18 additional meetings or conference calls and up to 3 other, intermittent meetings or conference calls with the SFMTA Project Manager, the SF Planning, or others approved by SF Planning. As stated under Phase 9, Task 1 in Appendix A of the Main Contract, these meetings are to ensure regular communication among City staff and the Consultant and require the Consultant to prepare draft and final agendas, send meeting invitations, and prepare and distribute brief notes of key decisions made at the meetings. These meetings/conference calls are also assumed to

be suspended during long City staff review periods and at other times when coordination meetings are not required.

In addition, the new environmental review document (the published NOP and NOA under Phase 17, Task 17.8) will be made accessible for all users in compliance with Section 508 and may be posted on the SFMTA website or distributed to the SFMTA Board of Directors.

The Consultant will prepare up to two updates/revisions to the Detailed Project Schedule finalized under Phase 1, Task 5 in Appendix A of the Main Contract (Deliverable 1.5).

Deliverables:

- (1) *Deliverable 19.1a: Coordinate and attend up to 18 monthly (approximately one a month) environmental team project meetings or conference calls including draft and final agendas and conduct up to 3 conference calls or meetings with SFMTA Project Manager and SF PLANNING EIR Coordinator*
- (2) *Deliverable 19.1b: Draft and final meeting notes (the latter assumes receipt of City comments within 5 working days of submittal of draft meeting notes)*
- (3) *Deliverable 19.1c: Accessible format: NOP and NOA for NOP*
- (4) *Deliverable 19.1d: Up to 2 updates of the Project Schedule*

## **PHASE 20: AS-NEEDED GENERAL CONSULTANT SUPPORT**

During the term of this Contract, the SFMTA may need to procure additional environmental review services and public outreach and engagement services that are not covered in prior phases. These services could include but are not limited to:

- addition of topics to the Draft EIR for the Potrero Yard Project that were assumed to be fully analyzed in its Initial Study;
- analysis of additional alternatives or revision to an alternative based on comments received on the alternatives from the HPC for the Potrero Yard Project;
- preparation of additional responses to comments if the volume of comments are greater than that identified in Phase 6 and As-Need Phase 12 of the original Contract for the Potrero Yard Project;
- preparation of a Categorical Exclusion or Environmental Assessment/Finding of No Significant Impact pursuant to the National Environmental Policy Act working with the Federal Transit Administration for the Potrero Yard Project;
- environmental review services for the Enforcement Headquarters and Joint Use Project at 1200 15<sup>th</sup> Street;
- public outreach for the Enforcement Headquarters and Joint Use Project at 1200 15<sup>th</sup> Street;

- and other similar services related to environmental analysis and review of the Building Progress Program.

Scopes and budgets for these support services will be established on a Task Order basis as they may be requested by the SFMTA. The Task Order format shall follow that of the original Contract.

*Deliverables: TBD, based on Task Order(s)*

## **C. PROJECT MANAGEMENT AND REPORTS**

### **1. Regular Reporting and Monthly Progress Meetings**

From project inception through the completion of Phase 8 (Consolidated Final EIR Document for Potrero Yard Project), Consultant shall coordinate and lead a brief phone call, assumed to last not more than ½ hour, at regular intervals with the SFMTA project manager or his/her designee. On these calls, Consultant shall provide an oral summary of accomplishments since the previous call, potential obstacles, and outstanding questions. Initially, the phone calls shall occur every two weeks, but the SFMTA may reduce the frequency of these calls based on project activity.

Prior to these calls, Consultant shall provide to the SFMTA, via email, any supporting materials as necessary, which will provide an opportunity to troubleshoot, review preliminary materials, and discuss overall progress on the project.

All work performed under this section shall be incidental work to the respective Phases and Tasks, and shall not be billed separately.

### **2. Reports**

Consultant shall submit written progress reports as required by this Agreement as the SFMTA may request, summarizing project status, on no more than a quarterly basis for the term of this Agreement. The SFMTA shall determine the format for the content of such reports. 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.

### **3. SFMTA Liaison**

In performing the services provided for in this Agreement, Consultant's liaison with the SFMTA will be Licinia Iberri.

## APPENDIX B

### Project Schedule, Budget, and Payment Procedures

#### 1. Payment Milestones and Payment Schedule

Consultant shall complete the work under this Agreement according to Appendix B, Section 3: Project Schedule. City shall compensate Consultant in progress payments based on the percentage of work completed under the tasks/subtasks/deliverables defined under each Phase according to the individual costs described in Appendix B, Table 1: Fee per Deliverable

*Table 1: Fee per Deliverable*

Phase	Task	Total Fee
<b>Phase 1</b>	<b>Information Review, Project Kickoff Meeting, and Project Schedule (Potrero Yard Project)</b>	<b>\$ 49,198.50</b>
1	Information Review and SFMTA Data Requests (up to 3 electronic/digital copies)	\$ 23,069.00
2	Kick-Off Meeting Agenda and Detailed Draft Project Schedule-1 (in Microsoft Excel Format)	\$ 15,856.00
3a	Attendance at Project Kickoff Meeting and Draft Kickoff Meeting Notes (electronic/digital copy)	\$ 5,127.50
3b	Final Kickoff Meeting notes (electronic/digital copy)	\$ 975.00
4a	Information Review/Comments Clarification Meeting to review responses to City Comments on Draft Project Work Plan-1	\$ -
4	Detailed Draft Project Schedule-2 and Draft 6-month "look ahead"	\$ 2,601.00
5	Final Detailed Project Schedule (in Microsoft Excel Format and PDF) and Final 6-month "look ahead"	\$ 1,570.00
<b>Phase 2</b>	<b>Project Description for Potrero Yard Project</b>	<b>\$ 39,396.55</b>
1	Project Description Consultation Meetings (3 Meetings)	\$ 10,011.00
2	Draft 1 Project Description	\$ 16,795.50
3	Draft 2 Project Description	\$ 7,910.85
4	Final Project Description	\$ 4,679.20
<b>Phase 3</b>	<b>Initial Study/Notice of Preparation for Potrero Yard Project</b>	<b>\$ 181,391.15</b>
1	Draft 1 of Initial Study/Notice of Preparation	\$ 79,852.00
2	Draft 2 of Initial Study/Notice of Preparation	\$ 32,604.20
3	Screencheck IS/NOP, Draft NOA, & Draft NOC	\$ 16,646.25
4	Print Check IS/NOP, Draft NOA, & Draft NOC	\$ 3,594.60
5	Final Initial Study/Notice of Preparation	\$ 3,844.60
6	Draft Translation of NOA	\$ 3,837.50
7	Final Translation of NOA	\$ 2,525.00
8	Draft Distribution List	\$ 5,105.00
9	Final Distribution List	\$ 3,022.50
10	Publish and Distribute Final IS, Final NOA and Final NOC	\$ 14,077.50
11	Administrative Record for IS/NOP	\$ 6,830.00
12	Matrix of public comments received on the IS/NOP	\$ 9,452.00

<b>Phase 4</b>	<b>Technical Background Studies for Potrero Yard Project</b>	<b>\$</b>	<b>303,359.10</b>
1	Transportation Impact Study	\$	191,181.35
1a	Draft Transportation Impact Study (TIS) Scope of Work	\$	8,857.75
1b	Final Transportation Impact Study (TIS) Scope of Work	\$	3,189.25
1c	Data Collection	\$	22,417.50
1d	Travel Demand	\$	11,172.00
1e	Impact Analysis and TIS-1	\$	73,018.75
1f	TIS-2	\$	33,538.40
1g	Screencheck Draft TIS	\$	16,011.20
1h	Final TIS	\$	10,300.50
1i	Data for Air Quality and Noise Analyses	\$	7,594.00
1j	EIR Alternatives Assessment	\$	5,082.00
2	Noise and Vibration Study	\$	39,990.00
2a	Draft Noise and Vibration Methodology document	\$	6,387.00
2b	Final Noise and Vibration Methodology document	\$	1,396.50
2c	Draft Noise and Vibration Technical Study	\$	19,574.00
2d	Final Noise and Vibration Study	\$	11,372.50
2e	Meetings (up to 3)	\$	1,260.00
3	Air Quality Technical Report	\$	37,056.00
3a	Draft Air Quality Methodology Document	\$	6,288.00
3b	Final Air Quality Methodology document	\$	1,470.00
3c	Draft Air Quality Technical Report	\$	17,222.00
3d	Final Air Quality Technical Report	\$	10,816.00
3e	Attend up to 3 Meetings or Conference Calls regarding Air Quality	\$	1,260.00
4	Visual Simulations	\$	7,725.00
4a	Base Photographs	\$	2,157.50
4b	Draft Photosimulations	\$	4,150.00
4c	Final Photosimulations	\$	1,417.50
5	Quantitative Wind Tunnel Study Start-up Tasks	\$	12,041.75
5a	Draft Scope of Work and Memorandum	\$	6,636.75
5b	Final Scope of Work and Memorandum	\$	2,860.00
5c	Meetings & Consultation	\$	2,545.00
6	Shadow Study	\$	15,365.00
6a	Draft Shadow Study	\$	9,490.00
6b	Final Shadow Study	\$	5,875.00
<b>Phase 5</b>	<b>Draft EIR for Potrero Yard Project</b>	<b>\$</b>	<b>225,211.90</b>
1	Draft and Final Descriptions of up to two Alternatives for analysis in DEIR	\$	13,168.00
2	Administrative Draft EIR-1	\$	98,409.70
3	Administrative Draft EIR-2, with Introduction and Summary Chapter	\$	40,908.55
4	Screencheck Draft EIR, Draft Notice of Availability, and Draft Notice of Completion	\$	20,921.35
5	Print Check Draft EIR, Final Notice of Availability, and Final Notice of Completion	\$	12,189.20
6	Draft Translation of NOA	\$	3,837.50
7	Final Translation of NOA	\$	2,525.00
8	Final Draft EIR	\$	6,924.60
9	Publish and Distribute Draft EIR	\$	12,435.00

10	Attend Draft EIR Hearings and provide a court reporter	\$	4,327.00
11	Administrative Record for Draft EIR	\$	9,566.00
<b>Phase 6 Responses to Comments for Potrero Yard</b>		<b>\$</b>	<b>106,147.75</b>
1	Comments	\$	16,128.00
1a	Assess volume of comments on Draft EIR	\$	5,928.00
1b	Draft matrix of comments and bracketed comment letters/transcript	\$	6,740.00
1c	Final matrix of comments and bracketed comment letters/transcript	\$	3,460.00
2	Draft 1 RTC	\$	42,581.75
3	Draft 2 RTC	\$	18,988.70
4	Screencheck Draft RTC	\$	9,187.20
5	Final RTC	\$	6,568.60
6	RTC Publication and Distribution	\$	6,782.50
7	RTC Administrative Record	\$	5,911.00
<b>Phase 7 EIR Certification for Potrero Yard</b>		<b>\$</b>	<b>1,675.00</b>
1	Attendance at CPC EIR certification and notes of public comment at that hearing	\$	1,675.00
<b>Phase 8 Final EIR Document for Potrero Yard</b>		<b>\$</b>	<b>16,766.10</b>
1	Administrative Draft Final EIR	\$	9,624.00
2	Final EIR	\$	5,602.10
3	Final Administrative Record	\$	1,540.00
<b>Phase 9 Meetings and Consultation for Potrero Yard</b>		<b>\$</b>	<b>76,356.00</b>
1a	Coordinate and attend monthly meetings (36+6)	\$	50,426.00
1b	Draft and Final Meeting Notes	\$	11,690.00
1c	Accessible Format	\$	2,500.00
1d	Up to 4 updates of Project Schedule	\$	11,740.00
<b>Phase 10 Public Outreach and Engagement for Potrero Yard Project and Building Progress Program (Time and Materials Not to Exceed)</b>		<b>\$</b>	<b>298,023.25</b>
1	Planning for Public Outreach and Engagement	\$	15,687.50
2	Implementation of Public Outreach and Engagement	\$	189,424.25
3	Design and Development of Communications Materials	\$	92,911.50
<b>AS-NEEDED SERVICES</b>			
<b>Phase 11 As-Needed GIS support (Time and Materials Not to Exceed)</b>		<b>\$</b>	<b>20,295.50</b>
1	Provide GIS Support as requested and approved by SFMTA	\$	20,295.50
<b>Phase 12 As-Needed Additional Responses to Comments for Potrero Yard Project (Time and Materials Not to Exceed)</b>		<b>\$</b>	<b>31,676.00</b>
1	Additional RTC on Draft EIR	\$	31,676.00
<b>Phase 13 As-Needed Health Risk Assessments for Potrero Yard Project Air Quality Analysis (Time and Materials Not to Exceed)</b>		<b>\$</b>	<b>11,201.00</b>
1	Prepare draft and final HRA for construction and operation of Potrero Yard Project for Air Quality Technical Report	\$	11,201.00
<b>Phase 14 General Consultant Support</b>		<b>\$</b>	<b>389,302.20</b>
<b>TOTAL WITH AS-NEEDED (original contract)</b>		<b>\$</b>	<b>1,750,000.00</b>

Phase	Task	Total Fee
<b>Phase 15</b>	<b>Pre-Application Meeting (Fixed Fee)</b>	<b>\$ 13,916.75</b>
15.1	Pre-Application Mtg Draft & Final Agenda; Preliminary Schedule (electronic/digital copy); Meeting Attendance; Draft & Final Mtg Notes (electronic/digital copy)	\$ 13,916.75
<b>Phase 16</b>	<b>Project Description Realignment (Fixed Fee)</b>	<b>\$ 34,471.75</b>
16.1	Information Review and SFMTA Data Request	\$ 17,688.50
16.2	Preliminary Project Description	\$ 16,783.25
<b>Phase 17</b>	<b>Notice of Preparation and Public Scoping Meeting (New T&amp;M NTE)</b>	<b>\$ 58,337.75</b>
17.1	NOP-1	\$ 11,953.45
17.2	NOP-2	\$ 5,886.20
17.3	Screen Check Draft NOP, NOA of NOP, and Notice of Completion (NOC)	\$ 2,890.60
17.4	Draft Distribution List	\$ 2,580.00
17.5	Final Distribution List	\$ 1,712.50
17.6	Draft Translation of NOA of a NOP	\$ 3,262.50
17.7	Final Translation of NOA of a NOP	\$ 1,765.00
17.8	Final NOP, NOA of NOP, and Notice of Completion (NOC)	\$ 1,300.00
17.9	Publish and Distribute NOP and NOA of NOP and NOC (Posting and Affidavit of Mailing)	\$ 7,047.50
17.10	Attendance at Public Scoping Meeting and provide a court reporter	\$ 4,320.00
17.11	Preparation for Public Scoping Meeting (Agenda and related materials)	\$ 4,830.00
17.12	Public Scoping Comment Matrix	\$ 10,790.00
<b>Phase 18</b>	<b>Technical Background Study Realignments (Fixed Fee)</b>	<b>\$ 101,682.94</b>
<b>18.1</b>	<b>Transportation (Augment)</b>	<b>\$ 4,066.53</b>
18.1.1	Additional Traffic Data Collection	\$ 4,066.53
<b>18.2</b>	<b>Wind (Augment)</b>	<b>\$ 41,693.06</b>
18.2.1	Meetings (Up to 3)	\$ 4,393.06
18.2.2	Draft and Final Wind Measurement Locations Map	\$ 3,517.00
18.2.3	Draft Wind Tunnel Report	\$ 24,926.50
18.2.4	Final Wind Tunnel Report	\$ 8,856.50
<b>18.3</b>	<b>Shadow (Augment)</b>	<b>\$ 10,012.50</b>
18.3.1	Preliminary Shadow Fan	\$ 1,050.00
18.3.2	Draft 1 Scope of Work	\$ 895.00
18.3.3	Final Scope of Work	\$ 447.50
18.3.4	User Surveys (up to six)	\$ 2,100.00
18.3.5	Draft Section 295 Memorandum (for inclusion with shadow study)	\$ 3,365.00
18.3.6	Final Section 295 Memorandum (for inclusion with shadow study)	\$ 2,155.00



<b>18.4</b>	<b>Water Supply Assessment (New)</b>	<b>\$ 38,470.86</b>
18.4.1	Information Review; Data Request; Conference Call (1)	\$ 10,775.00
18.4.2	Draft Water Demand Memorandum; Conference Call (1)	\$ 20,563.58
18.4.3	Final Water Demand Memorandum	\$ 7,132.27
<b>18.5</b>	<b>Greenhouse Gas Compliance Checklists (Augment)</b>	<b>\$ 7,440.00</b>
18.5.1	Draft GHG Compliance Checklist (Private Development Version)	\$ 4,960.00
18.5.2	Final GHG Compliance Checklist (Private Development Version)	\$ 2,480.00
<b>TOTAL</b>		<b>\$ 208,409.19</b>
<b>AS-NEEDED SERVICES</b>		
<b>Phase 19</b>	<b>As-Needed Extension of Meetings and Consultation (Fixed Fee)</b>	<b>\$ 37,829.00</b>
19.1	Coordinate and attend monthly meetings (18+3)	\$ 25,489.00
	Draft and Final Meeting Notes	\$ 5,725.00
	Accessible Format for NOA and NOP ( <i>see Phase 17, Task 17.9</i> )	\$ 1,920.00
	Up to 2 updates of Project Schedule ( <i>see Phase 1, Task 5</i> )	\$ 4,695.00
<b>Phase 20</b>	<b>As-Needed General Consultant Support</b>	<b>\$ 753,761.81</b>
<b>TOTAL WITH AS-NEEDED</b>		<b>\$ 1,000,000.00</b>
TOTAL FROM ORIGINAL CONTRACT		\$ 1,750,000.00
<b>TOTAL AMENDED CONTRACT VALUE</b>		<b>\$ 2,750,000.00</b>

## 1. Invoicing Schedule

Consultant shall invoice monthly for services performed. Each invoice will have a unique number. Each invoice shall list the task/subtask/deliverable being invoiced; for tasks/subtasks/deliverables listed in Table 2: Milestone Deliverables the set percentage (or the monthly amount) shall also be noted. Compensation shall be made by the SFMTA in monthly payments on or before the 30<sup>th</sup> day of each month.

For Consultant services described under the tasks/subtasks/deliverables specified in Table 2: Milestone Deliverables, Consultant shall invoice monthly the set percentage shown for each task/subtask/deliverable except for Phase 9, which will be billed at a set amount per month over the duration of the Agreement (36 months). For tasks/subtasks/deliverables billed at a set percentage per month, the final percentage will be invoiced upon submission of the milestone deliverable. Month 1 is defined as the start of the task/subtask/deliverable and is keyed to the Building Progress Program Contract Schedule on the next page. Consultant shall confirm with the SFMTA prior to starting a task/subtask/deliverable. All other tasks/subtasks/deliverables shall be invoiced in full upon completion/submission.

Payments for As-Needed General Consultant Support will be determined with the SFMTA upon activation of as-needed tasks/subtasks/deliverables as part of new Task Orders.

**Table 2: Milestone Deliverables**

Phase	Task/Subtask/Deliverable	Duration (Months)	Month 1	Month 2	Month 3	Month 4	Upon Delivery	Per Month
3	1- Draft 1 of IS/NOP	4	20%	20%	20%		40%	
3	2- Draft 2 of IS/NOP	2	50%				50%	
4	1e- Impact Analysis and TIS-1	5	20%	20%	20%	20%	20%	
4	2c- Draft Noise and Vibration Study	3	50%	20%			30%	
4	3c- Draft Air Quality Technical Report	3	50%	20%			30%	
5	2- Administrative Draft EIR-1	5	20%	20%	20%	10%	30%	
5	3- Administrative Draft EIR-2	2	40%				60%	
6	2- Draft RTC	3	40%	30%			30%	
9	Meetings and Consultation (Potrero Yard)	36						\$2,121

## 2. Project Schedule

The Project Schedule is included on the following page.

# Project Schedule

CEQA and Public Outreach Schedule	2019						2020						2021						2022																	
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Phase 1: Information Review, Kickoff, Schedule				Δ				F																												
Phase 2: Project Description					*		*	F																												
Phase 3a: NOP									*	*	*	*	* P ●	*																						
Phase 3b: Initial Study									*	*	*	*	* P ●	*																						
Phase 4: Technical Background Studies																																				
<i>Transportation Impact Study</i>				*			*				*		*	*	F																					
<i>Noise and Vibration Study</i>								*		*	*		*		F																					
<i>Air Quality Technical Report</i>								*		*	*		*		F																					
<i>Visual Simulations</i>					*		F																													
<i>Wind Tunnel Analysis</i>					*		*	*		*	*		F																							
<i>Shadow Study</i>											*	*	*	*	F																					
<i>Water Supply Assessment</i>										*	*		F																							
Phase 5: Draft EIR																*	*	*	*	P ●																
Phase 6: Responses to Comments																		*	*	*	P															
Phase 7: EIR Certification																																				
Phase 8: Final EIR																																				
Phase 9: Meetings	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Phase 10: Public Outreach																																				
SWCA	Δ = Project Re-Initiation (contract start date - January 16, 2018)																																			
Technical Consultant	* = Internal Deliverable																																			
Public Review	F = Final Deliverable																																			
Public Outreach	P = Publish Document																																			
	● = Public Meeting																																			
	○ = Internal Meeting																																			