APPENDIX A

DESCRIPTION OF PROJECT SITE

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, IN THE COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

All that real property bound on the West by Bryant Street; on the North by 17th Street; on the East by Hampshire Street and on the South by Mariposa Street.

Being New Potrero Block No. 41; New Potrero Block 48 and a portion of York Street, closed November 20, 1939 by Resolutions 652, 708 and 760.

APN: Lot 001, Block 3971

APPENDIX B-1

PERFORMANCE MILESTONES

All initially-capitalized, undefined terms or abbreviations used in this Appendix that are not otherwise defined in this Appendix will have the meanings given to them in Article 1 (*Definitions*) of the Agreement.

PDA Phase	Performance Milestone Number	Description of Milestone	Calendar days from NTP 1	Comments/Requirements
1	**NTP 1**	**Notice to Proceed #1**: City delivers Notice to Proceed #1 to Lead Developer within the time frame set forth in Section 4.2(a) (*Notice to Proceed #1*) of this Agreement.	N/A	City will organize a series of structured meetings over the course of the first week, including a kick-off meeting, each as shown in Performance Milestones 1A through 4B. City will send invitations to City attendees, prepare agendas and communication protocols, and provide notice to Lead Developer of the meeting dates before delivering NTP 1.
1	**1A**	**Kick-off meeting:** City and Lead Developer shall hold a kick-off meeting with attendees from the SFMTA, OEWD, MOHCD, Mayor's Office, Board of Supervisor's District 10 and District 9, SF Planning Department, and SFPW, among others.	1	This will be an all-day meeting and will include a Project Site walk-through in the afternoon. Lead Developer shall incorporate the direction provided by City into the drafts of the Project Management Deliverables. City will arrange the final list of attendees and will schedule this meeting.
1	**1B**	**BYC design review and validation meeting:** Lead Developer shall meet with City and BYC end users to review proposed BYC design and organize a meeting series to include relevant SFMTA stakeholders in advancing the BYC design.	2	This will be an all-day meeting. Lead Developer to present the design in its Technical Proposal to SFMTA stakeholders and address stakeholder feedback prior to initiating public meetings and City review and permitting processes. Lead Developer must document feedback and proposed design revisions and submit them for review by the SFMTA as part of Lead Developer's design process in PDA Phase 1.
	1	**Access Agreement and scope of due diligence investigations**: Lead Developer shall execute and deliver to City the Access Agreement for its initial set of due diligence investigations at the Project Site, as	3	The Access Agreement sets forth provisions for scheduling and approval of the due diligence investigations. Lead Developer shall coordinate with City the times and manner of access to the Project Site so as to not disrupt in any way City's transit operations. The Access Agreement contains the

PDA Phase	Performance Milestone Number	Description of Milestone	Calendar days from NTP 1	Comments/Requirements
		set forth in Section 6.3 (*Due Diligence Investigation*) of this Agreement.		process for location- and date-specific approvals for access, which may require isolation and/or shutdown of the overhead catenary system. This action must be closely coordinated with City per the Access Agreement requirements. Lead Developer to coordinate with SFMTA for its Muni construction support and clearance permit, as needed – for example, to de-energize the Bus Yard Component. For more information, refer to: https://www.sfmta.com/permits/muni-construction-support-and-clearance-permit.
1	**2**	**Public outreach meeting**: Lead Developer shall meet with City to review and coordinate the approaches for the public outreach efforts to be led separately by City and Lead Developer, described in Section 7.6 (*Community Outreach and Public Relations*) of this Agreement.	3	This meeting will take place in the afternoon. Lead Developer shall incorporate the direction provided by City into the drafts of the Project Management Deliverables.
1	**2A**	**MME Contract Agreement Terms:** Lead Developer shall continue discussions with City to review draft form of the agreement, and coordinate procurement of the general contractor.	3	This meeting will take place in the morning, and is a continuation of the discussions initiated upon the selection of the Lead Developer. Using the documents included in Appendix K, Lead Developer and City continue to review draft language in the form of the agreement, coordinate edits to specific provisions within the general provisions and special provisions, and review draft procurement procedures, forms, and schedule.

PDA Phase	Performance Milestone Number	Description of Milestone	Calendar days from NTP 1	Comments/Requirements
1	**3**	**CEQA and entitlements process meeting and project application**: Lead Developer shall meet with City and Planning Department to discuss the status and schedule for the continuation of the CEQA review process for the Project and Lead Developer's support in this process, described in Section 6.20 (*CEQA*) of this Agreement. Additional topics to be discussed at this meeting include any further application requirements, and discussion of schedule of key activities and milestones for the CEQA review process and to secure entitlements for the Project. Concurrent with this meeting, Lead Developer shall prepare relevant applications for submittal to the Planning Department.	4	This meeting will take place in the morning. The purpose of this meeting is for Lead Developer, City and the Planning Department to discuss land use entitlements and the CEQA process. Given the timing of the meeting at the inception of the PDA Term, City will schedule this meeting on the Lead Developer's behalf. In preparation for this meeting, Lead Developer shall prepare a revised project application: https://sfplanning.org/resource/prj-application including the proposed plans and design of the Facility. Additional applications may be required, such as a rezoning application, and any other applications the Planning Department requires.
1	**1F**	**HCC development plan meeting:** Lead Developer shall meet with City and MOHCD to discuss the Lead Developer's proposed HCC Development Plan, including the HCC Schedule and HCC Term Sheet, for the HCC's development and financing process, as described in Section 6.9(c) (*HCC Schedule*) of this Agreement.	4	This meeting will take place in the afternoon. The purpose of this meeting is for Lead Developer and City to discuss the Lead Developer's overall process for development of the HCC and to reach mutual agreement on the major decision point(s) for the continued inclusion and/or the scope of the HCC in the Project. A possible outcome of this meeting is the addition to Appendix B-1 of a new Performance Milestone for that purpose.

PDA Phase	Performance Milestone Number	Description of Milestone	Calendar days from NTP 1	Comments/Requirements
1	**4A**	**San Francisco Arts Commission meeting**: Lead Developer shall meet with the San Francisco Arts Commission to discuss and ultimately agree on civic design review phase 1 requirements and public art enrichment requirements for development of the Design Deliverables, as per Section 24.16 (*Art Commission Design Review; Art Enrichment Allocation*) of this Agreement.	5	This meeting will take place in the afternoon. Lead Developer to incorporate the direction provided by the San Francisco Arts Commission into the drafts of the Project Management Deliverables.
1	**4B**	**City facility maintenance team meeting:** Lead Developer shall meet with City Project Manager and City facility maintenance staff to learn the City's: (a) current facility maintenance regime, processes, and systems; (b) structured asset data and electronic asset management hierarchies; (c) requirements for coordination and development of the Asset Management Program; and (d) the scope of the SFMTA O&M.	5	This meeting will take place in the morning. Lead Developer to incorporate the direction provided by City facility maintenance staff into the drafts of the Project Management Deliverables. Meeting attendees will be identified by City Project Manager.
1	**6**	**SFPUC Applications**: Lead Developer shall submit to City its proposed approach to upgrade electrical service to the Project Site, including consideration of submission of new applications to supersede the previously submitted	29	Lead Developer shall coordinate with City regarding prior work conducted by City with regards to the SFPUC Applications.

PDA Phase	Performance Milestone Number	Description of Milestone	Calendar days from NTP 1	Comments/Requirements
		applications, or revising the previously submitted applications to SFPUC, as necessary.		
1	**6A**	**LBE Plan:** Lead Developer shall initiate discussions with City to outline a plan and process that will define the LBE Plan.	29	The LBE Plan must satisfy Section 6.10 (*Local Business Enterprise Plan*) of this Agreement, and reflect City's objective of implementing a robust inclusivity program to maximize the participation of LBEs in all phases of the Project, including work that may be performed by LBEs during the PDA Term.
1	**6B**	**MME Expansion Project:** The Parties mutually agree to terms for the MME Construction Agreement.	30	If the Parties do not mutually agree to terms for the MME Construction Agreement at this Performance Milestone, Section 6.24(c) of this Agreement shall apply.
1	**5**	**Drafts of Project Management Deliverables**: Lead Developer shall submit drafts of the Project Management Deliverables (including the PDA Management Plan and its corresponding sub-plans) to City for review and comment.	43	The drafts of the Project Management Deliverables shall meet the minimum requirements set forth in Article 2 (*Project Management Deliverables*) of Appendix B-2 to this Agreement and incorporate the agreed actions from Performance Milestones 1A through 4B. City will review the drafts of the Project Management Deliverables and provide comments for Lead Developer to prepare the final Project Management Deliverables, which shall be subject to approval by City.
1	**7**	**Review comments to drafts of the Project Management Deliverables**: City will issue comments to Lead Developer based on its review of the drafts of the Project Management Deliverables.	71	Lead Developer shall address each comment, make revisions as necessary, and prepare the final Project Management Deliverables to submit to City. Lead Developer shall meet and confer with City to resolve all comments to the satisfaction of City, prior to submitting the final Project Management Deliverables.

PDA Phase	Performance Milestone Number	Description of Milestone	Calendar days from NTP 1	Comments/Requirements
1	**6C**	**MME Construction Agreement submitted to SFMTA Board.**	No later than 90 days	The form of MME Construction Agreement shall include the firm fixed lump-sum price and committed completion schedule. If the SFMTA Board does not approve the final MME Construction Agreement, Section 6.24(c) of this Agreement shall apply.
1	**8**	**Final Project Management Deliverables**: Lead Developer shall submit to City for approval the final Project Management Deliverables (including the PDA Management Plan and its corresponding sub-plans).	92	The final Project Management Deliverables shall meet the minimum requirements set forth in Article 2 (*Project Management Deliverables*) of Appendix B-2 to this Agreement.
1	**10**	**Final LBE Plan**: Lead Developer to submit the final LBE Plan to City for approval.	120	The final LBE Plan must reflect the discussions with City, the Project Objectives, and in conformance with Section 6.10 (*Local Business Enterprise Plan*) of this Agreement.
1	**11**	**Draft of 50% SD Package**: Lead Developer shall submit to City for review and comment a draft 50% SD Package (draft 50% SD Package), which shall include the findings from Lead Developer's due diligence investigations of the Project Site.	120	The draft of the 50% SD Package shall meet the minimum requirements set forth in Section 3.1 (*50% SD Package*) of Appendix B-2 to this Agreement. City will review the draft 50% SD Package and provide comments for Lead Developer to prepare the final 50% SD Package.
1	**11A**	**First draft of the Project Agreement:** City shall submit to the Lead Developer the first draft of the Project Agreement and any other Transaction Documents that the Parties mutually agree to have submitted at this time.	120	Lead Developer shall meet and confer with City to resolve all review comments.

PDA Phase	Performance Milestone Number	Description of Milestone	Calendar days from NTP 1	Comments/Requirements
1	**12**	**Draft Asset Management Program**: Lead Developer shall submit to City for review and comment the draft Asset Management Program.	120	The draft Asset Management Program shall include the content and be presented in the format set forth in the Asset Management Program Development Plan previously submitted by Lead Developer and approved by City.
1	**14**	**Review comments to drafts of 50% SD Package and Asset Management Program**: City will issue comments to Lead Developer based on its review of drafts of the 50% SD Package and Asset Management Program.	155	Lead Developer shall address each comment, make revisions as necessary, and prepare the final 50% SD Package and Asset Management Program to submit to City. Lead Developer shall meet and confer with City to resolve all comments to the satisfaction of City, prior to submitting the final 50% SD Package and Asset Management Program.
1	**14A**	**Comments on the first draft Project Agreement**: Lead Developer shall submit to City its comments on the first draft Project Agreement.	155	No comments.
1	**13**	**First draft of Finance Plan**: Lead Developer shall submit to City the first draft Finance Plan.	169	The draft Finance Plan shall include the content and be presented in the format set forth in the final Financing Management Plan previously submitted by Lead Developer and approved by City.
1	**15**	**Final 50% SD Package and final Asset Management Program**: Lead Developer shall submit to City for approval the 50% SD Package and Asset Management Program.	176	No comments.
1	**16**	**Validation point for PDA Phase 1 – 50% SD Package and Asset Management Program**: City approves (or does not approve) the final 50% SD Package and Asset Management Program.	183	If City does not approve the 50% SD Package and/or the Asset Management Program, then City may elect to not issue Notice to Proceed #2 by issuing a Discontinuation Notice in accordance with Section 4.2(c) (*Decision Not to Proceed*) of this Agreement, after which this Agreement will terminate in accordance with Article 16 (*Termination*).

PDA Phase	Performance Milestone Number	Description of Milestone	Calendar days from NTP 1	Comments/Requirements
2	**NTP 2**	**Notice to Proceed #2**: City issues notice to proceed to Lead Developer.	183	In accordance with Section 4.2(b) (*Additional Notices to Proceed*) of this Agreement, City will issue Notice to Proceed #2 only if City has issued a Notice of Acceptance with respect to PDA Phase 1 and elects to proceed with the Work for PDA Phase 2.
2	**16A**	**Second draft Project Agreement:** City shall submit to the Lead Developer the second draft of the Project Agreement and any other Transaction Documents that the Parties mutually agree to have submitted at this time.	190	Lead Developer shall meet and confer with City to resolve all review comments.
2	**17**	**Draft Design-Build RFQ and IFM RFQ**: Lead Developer shall submit to City for review and comment the draft(s) of the Design-Build RFQ and IFM RFQ, as well as the applicable Interface Agreements and the final approved LBE Plan.	204	The draft(s) of the Design-Build RFQ, IFM RFQ, and interface agreements shall include the content and be presented in the format set forth in the final Contractor Procurement Plan (described in Appendix B-2) previously submitted by Lead Developer and approved by City and comply with the requirements set forth in Section 2.2.4.1(a) (*Request for Qualifications for Design-Build Contract and IFM Contract*) of Appendix B-2 to this Agreement. The draft LBE Plan shall comply with the requirements set forth in Section 6.10 (*Local Business Enterprise Plan*) of this Agreement. The LBE Plan must be final and fully completed no later than Performance Milestone 17.
2	**18**	**Review comments to the draft Design-Build RFQ and IFM RFQ**: The City will issue comments to Lead Developer based on its review of the draft Design-Build RFQ and IFM RFQ.	218	Lead Developer shall meet and confer with City to resolve all comments and obtain City's approval of the Design-Build RFQ and IFM RFQ prior to their issuance.

PDA Phase	Performance Milestone Number	Description of Milestone	Calendar days from NTP 1	Comments/Requirements
2	**19**	**Comments on the second draft Project Agreement**: Lead Developer shall submit to City its comments on the second draft of the Project Agreement and any additional draft Transaction Documents submitted by City at Performance Milestone 16A.	218	Lead Developer shall meet and confer with City to resolve all review comments.
2	**21**	**Issue Design-Build RFQ and IFM RFQ**: Lead Developer shall initiate the contractor procurement process by issuing the Design-Build RFQ and IFM RFQ.	232	This procurement process shall comply with the approach set forth in the final Contractor Procurement Plan submitted by Lead Developer and approved by City.
2	**21A**	**Third draft Project Agreement:** The City shall submit to the Lead Developer the third draft of the Project Agreement and any other Transaction Documents that the Parties mutually agree to have submitted at this time.	246	Lead Developer shall meet and confer with City to resolve all review comments.
2	**20**	**Draft Design-Build RFP and IFM RFP**: Lead Developer shall submit to City for review and comment the draft(s) of the Design-Build RFP and IFM RFP.	260	The draft(s) of the Design-Build RFP and IFM RFP shall include the content and be presented in the format set forth in the final Contractor Procurement Plan previously submitted by Lead Developer and approved by City and comply with the requirements set forth in Section 2.2.4.1(b) (*Request for Proposals for Design-Build Contract and IFM Contract*) of Appendix B-2 to this Agreement.
2	**22**	**Review comments to the draft Design-Build RFP and IFM RFP**: City will issue comments to Lead Developer based on its review of	274	Lead Developer shall meet and confer with City to resolve all comments and obtain City's approval prior to their issuance.

PDA Phase	Performance Milestone Number	Description of Milestone	Calendar days from NTP 1	Comments/Requirements
		the draft Design-Build RFP and IFM RFP.		
2	**23**	**Draft of 100% SD Package**: Lead Developer shall submit to City for review and comment a draft 100% SD Package (draft 100% SD Package).	274	The draft 100% SD Package shall meet the minimum requirements set forth in Section 3.2 (*100% SD Package*) of Appendix B-2 to this Agreement. City will review the draft 100% SD Package and provide comments for Lead Developer to prepare the final 100% SD Package.
2	**23A**	**Comments on the third draft Project Agreement**: Lead Developer shall submit to City its comments on the third draft Project Agreement and on any other Transaction Documents submitted by City at Performance Milestone 21A.	274	No comments.
2	**24**	**Second draft of the Finance Plan**: Lead Developer shall submit to City for review and comment the second draft the Finance Plan.	295	The second draft of the Finance Plan shall include Lead Developer's draft and proposed Debt Financing Plan, per the requirements in Section 2.2.1.2 (*Financing Management Plan*) of Appendix B-2 to this Agreement. Lead Developer shall meet and confer with City to resolve all review comments.
2	**26**	**Review comments to draft of 100% SD Package**: City will issue comments to Lead Developer based on its review of the draft 100% SD Package.	309	Lead Developer shall address each comment, make revisions as necessary, and prepare the final 100% SD Package to submit to City. Lead Developer shall meet and confer with City to resolve all comments to the satisfaction of City, prior to submitting the final 100% SD Package.
2	**25**	**Recommendation of contractors for short-listing**: Lead Developer	316	In accordance with Section 2.2.4.1(a) (*Request for Qualifications for Design-Build Contract and IFM*

PDA Phase	Performance Milestone Number	Description of Milestone	Calendar days from NTP 1	Comments/Requirements
		shall submit to City for review and concurrence its recommendations for the short lists(s) of contractors for the Design-Build Contract and IFM Contract.		*Contract*) of Appendix B-2 to this Agreement, Lead Developer must share with City responses to both the Design-Build RFQ and IFM RFQ. Only after obtaining City's concurrence, which shall not be unreasonably withheld, Lead Developer shall publicly announce the shortlist determination(s).
2	**27A**	**Final 100% SD Package**: Lead Developer shall submit to City for approval the final 100% SD Package.	330	The final 100% SD Package shall meet the minimum requirements set forth in Section 3.2 (*100% SD Package*) of Appendix B-2 to this Agreement.
2	**Phase 2 Floating Milestone**	**Final CEQA approval(s) and Planning entitlements**: The Parties obtain (or do not obtain) the Phase 2 Entitlements.	No later than 330	The Phase 2 Floating Milestone is defined in Section 3.2(b) (*Phase 2 Floating Milestone*) of this Agreement.
2	**28**	**Validation point for PDA Phase 2 - 100% SD Package, contractor shortlist(s), and final Design-Build RFP and IFM RFP:** City approves (or does not approve) these Phase 2 deliverables.	337	If City does not approve the final 100% SD Package and/or the Design-Build RFP and IFM RFP, then City may elect to not issue Notice to Proceed #3 by issuing a Discontinuation Notice in accordance with Section 4.2(c) (*Decision Not to Proceed*) of this Agreement, after which this Agreement will terminate in accordance with Article 16 (*Termination*).
3	**NTP 3**	**Notice to Proceed #3**: City issues notice to proceed to Lead Developer.	337	In accordance with Section 4.2(b) (*Additional Notices to Proceed*) of this Agreement, City will issue Notice to Proceed #3 only if City has issued a Notice of Acceptance with respect to PDA Phase 2 and elects to proceed with the Work for PDA Phase 3.
3	**29**	**Issue Design-Build RFP and IFM RFP**: Lead Developer shall issue the Design-Build RFP and IFM RFP to the contractors shortlisted from the Design-Build RFQ and IFM RFQ processes, respectively.	338	In accordance with Section 2.2.4.1(b) (*Request for Proposals for Design-Build Contract and IFM Contract*) of Appendix B-2 to this Agreement, the Design-Build RFP and IFM RFP shall include, at a minimum, the documents described in Section 2.2.4.1(b) (*Request for Proposals for Design-Build*

PDA Phase	Performance Milestone Number	Description of Milestone	Calendar days from NTP 1	Comments/Requirements
				Contract and IFM Contract) of Appendix B-2 to this Agreement.
3	**29A**	**Fourth draft Project Agreement:** City shall submit to the Lead Developer the fourth draft Project Agreement and other agreements that City will be signatory to, as applicable.	421	Prior to Performance Milestone 29A, City and Lead Developer shall meet and confer during the Design-Build RFP and IFM RFP processes to mutually agree on any changes that may need to be incorporated into the fourth draft Project Agreement and other agreements that City will be signatory to, as applicable. The Lead Developer shall issue to the Design-Build RFP and IFM RFP respondents the fourth draft Project Agreement as the basis for their proposals to be received at Performance Milestone 30.
3	**30**	**Contractor Proposals**: Lead Developer shall deliver to City the proposals received in response to the Design-Build RFP and IFM RFP.	449	These proposals shall be provided to City for information purposes.
3	**31**	**Recommendation of contractor(s) for award of fixed-price Design-Build Contract and IFM Contract**: Lead Developer shall submit to City for review and concurrence its recommendation(s) for award of the Design-Build Contract and IFM Contract.	477	In accordance with Section 2.2.4.1(b) (*Request for Proposals for Design-Build Contract and IFM Contract*) of Appendix B-2 to this Agreement, Lead Developer's award of the Design-Build Contract and IFM Contract are subject to City's concurrence, which shall not be unreasonably withheld.
3	**32**	**Final Finance Plan**: Lead Developer shall submit to City for review and comment the final Finance Plan.	491	The final Finance Plan shall be based on the fourth draft Project Agreement and other agreements that City will be signatory to, as applicable, and shall include the Final Price and final financing documents.

PDA Phase	Performance Milestone Number	Description of Milestone	Calendar days from NTP 1	Comments/Requirements
3	**33**	**General Regulatory Approvals**: Lead Developer shall submit to City evidence that it has obtained all General Regulatory Approvals necessary to achieve Commercial Close.	No later than 491	Performance Milestone 33 shall be treated as a floating milestone that is dependent on scheduling of all applicable Regulatory Approvals needed prior to approval of the final Project Agreement. In accordance with Section 6.21(b)(i) of the Agreement, Lead Developer is solely responsible for determining and obtaining all the General Regulatory Approvals needed for the Project, incorporating any Project modifications or requirements required for those General Regulatory Approvals, and timely pursuing all General Regulatory Approvals.
3	**34**	**Validation Point for PDA Phase 3 - final Project Agreement, and final Finance Plan**: City agrees (or does not agree) to present for consideration, and recommend approval of, the final Project Agreement and final Finance Plan to SFMTA Board and Board of Supervisors.	505	Prior to Performance Milestone 34 City and Lead Developer shall meet and confer to mutually agree on any changes that may need to be incorporated into the final Project Agreement and other agreements that City will be signatory to, as applicable. If City agrees to take this action, then it may present for consideration, and recommend approval of, the final Project Agreement and final Finance Plan to SFMTA Board and Board of Supervisors. If City does not agree to take this action, then City may issue a Discontinuation Notice in accordance with Section 4.2(c) (*Decision Not to Proceed*) of this Agreement, after which this Agreement will terminate in accordance with Article 16 (*Termination*).

PDA Phase	Performance Milestone Number	Description of Milestone	Calendar days from NTP 1	Comments/Requirements
4	**35**	**Project Agreement approved by SFMTA Board**: SFMTA Board approves (or does not approve) the final Project Agreement.	533	If the SFMTA Board does not approve the final Project Agreement, City would issue a Termination Notice in accordance with Section 16.4 (*Termination Notice; Effect of Termination*) of this Agreement.
4	**36**	**Project Agreement approval by the Board of Supervisors**: Board of Supervisors to approve (or not approve) the final Project Agreement.	561	If the Board of Supervisors does not approve the final Project Agreement, City would issue a Termination Notice in accordance with Section 16.4 (*Termination Notice; Effect of Termination*) of this Agreement.
4	**37**	**Commercial Close**: Provided the SFMTA Board and Board of Supervisors approve the final Project Agreement, the City and Lead Developer execute the execution version of the Project Agreement and other related agreements that City is signatory to.	568	Prior to Performance Milestone 37 City and Lead Developer shall meet and confer to prepare the execution versions of the Project Agreement and other agreements that City will be signatory to, as applicable. This may also include execution of other related Transaction Documents, as applicable and agreed by City and Lead Developer.

APPENDIX B-2

PROJECT MANAGEMENT, DESIGN DELIVERABLES, SOFTWARE, AND DOCUMENT CONTROL REQUIREMENTS

All initially-capitalized, undefined terms or abbreviations used in this Appendix that are not otherwise defined in this Appendix will have the meanings given to them in Article 1 (*Definitions*) of the Agreement.

Contents

1 Introduction

This Appendix B-2 sets forth the City's minimum requirements for two sets of deliverables that the Lead Developer shall prepare and submit to the City for review and approval during the PDA Term and in accordance with the corresponding Performance Milestones in Appendix B-1.

The two sets of deliverables include:

1. Project Management Deliverables, which shall describe the scope of the Work and how the Lead Developer will plan, perform, manage, and administer the Work to develop the Project within the Fixed Budget Limit. The Project Management Deliverables consist of the PDA Management Plan (PMP) plus other plans, as follows: (1) Project Document Management Plan; (2) Financing Management Plan; (3) Quality Management Plan (QMP); (4) Design Management Plan; (5) BIM Execution Plan (BEP); (6) Cost and Risk Management Plan; (7) Asset Management Program Development Plan; (8) Plan for Coordination with Regulatory Agencies; (9) Construction Permitting Plan; (10) LD Outreach Plan; (11) CEQA and General Regulatory Approvals Plan; (12) Contractor Procurement Plan; and (13) Early Works Plan.
2. The descriptions of and minimum requirements for the Project Management Deliverables are set forth below in Article 2 (*Project Management Deliverables*). These minimum requirements are not exhaustive and shall not fully prescribe how the Lead Developer performs the Work or any of its obligations under the Agreement.
3. Design Deliverables, which must document the design development of the Project during the PDA Term. The Design Deliverables include the 50% Schematic Design Package (50% SD Package) and the 100% Schematic Design Package (100% SD Package), the requirements for which are set forth in Article 3 (*Design Deliverables*).

In addition, this Appendix B-2 sets forth other, miscellaneous requirements that apply to the Work and Lead Developer's obligations under the Agreement, including certain software requirements set forth in Article 4 (*Software Requirements*) and document control requirements set forth in Article 5 (*Document Control*).

Unless stated otherwise, all section and article references included in this Appendix B-2 are to this Appendix B-2. All references to "City" in this Appendix B-2 shall mean the City acting in its proprietary capacity as a party to the Agreement, unless otherwise indicated.

2 Project Management Deliverables

The Work during the PDA Term is categorized into five separate work streams, as follows: (1) Financial and Commercial; (2) Technical; (3) CEQA and Outreach; (4) Contractor Procurement; and (5) Early Works. The management of these work streams must be carefully planned and organized within the PMP to reflect a clear understanding of the interdependencies among them and with the Technical Requirements.

The PMP shall document the Lead Developer's overall approach and schedule for the Work to be performed for each work stream during the PDA Term. It shall also describe the Development Team's organizational structure and resources for the performance of the Work.

For each work stream, the Lead Developer shall develop the Project Management Deliverables as shown below in **Table 1**. The Lead Developer shall use the Project Management Deliverables to document its scope of the Work for the corresponding work stream and how the Lead Developer will plan, perform, manage, and administer that Work.

The Project Management Deliverables shall include and be based on the Technical Proposal.

The Lead Developer shall submit the Project Management Deliverables to the City for review and approval as one complete package in accordance with Performance Milestone 5, in draft form, and Performance Milestone 8, in final form (see Appendix B-1). Once approved by the City, the Lead Developer may not change any Project Management Deliverable without the City's written approval, which will not be unreasonably withheld.

The PMP, which is defined in Section 2.1.1 (*Predevelopment Agreement Management Plan*), and all the sub plans, which are defined in Section 2.1.2 (*Quality Management Plan*) and Section 2.2 (*Work Stream Specific Requirements*), are collectively referred to as the Project Management Deliverables (the "**Project Management Deliverables**"). These plans shall be internally consistent and shall describe the anticipated interdependencies between deliverables described in this Appendix B-2 and the Performance Milestones described in Appendix B-1. In the case of inconsistency, the prevailing plan features shall be determined by the City in its sole discretion. Unless otherwise specified, references to the PMP, include the sub plans.

Table 1. Organization of the Project Management Deliverables to Work Stream

PDA Term work stream	Project Management Deliverable	Topic(s) addressed
Overall Approach	Predevelopment Agreement Management Plan (PMP)	Overall approach and schedule for the Project's development during the PDA Term. See Section 2.1.1 (*Predevelopment Agreement Management Plan*)
	Quality Management Plan (QMP)	Approach to quality management. See Section 2.1.2 (*Quality Management Plan*)
(1) Financial and Commercial	Project Document Management Plan	Development of the Project Agreement and related contracts. See Section 2.2.1.1 (*Project Document Management Plan*)
	Financing Management Plan	Development of the Finance Plan for the Infrastructure Facility and Housing and Commercial Component. See Section 2.2.1.2 (*Financing Management Plan*)
(2) Technical	Design Management Plan	Development of the Design Deliverables. See Section 2.2.2.1 (*Design Management Plan*)
	BIM Execution Plan (BEP)	Development of BIM-enabled workflows and systems. See Section 2.2.2.2 (*BIM Execution Plan*)

PDA Term work stream	Project Management Deliverable	Topic(s) addressed
	Cost and Risk Management Plan	Development of cost estimates, schedules, and risk registers that accompany the 50% SD Package and the 100% SD Package. See Section 2.2.2.3 (*Cost and Risk Management Plan*)
	Asset Management Program Development Plan	Development of the Asset Management Program. See Section 2.2.2.4 (*Asset Management Program Development Plan*)
	Plan for Coordination with Regulatory Agencies	Approach to coordination with Regulatory Agencies for General Regulatory Approvals. See Section 2.2.2.5 (*Plan for Coordination with Regulatory Agencies*)
	Construction Permitting Plan	Approach to obtain any construction permits that may be required for the Project prior to Commercial Close. See Section 2.2.2.6 (*Construction Permitting Plan*)
(3) CEQA and Outreach	LD Outreach Plan	Approach to public outreach and engagement, and coordination with SFMTA-led outreach and engagement. See Section 2.2.3.1 (*LD Outreach Plan*)
	Entitlements and General Regulatory Approvals Plan	CEQA and General Regulatory Approvals process necessary to achieve Commercial Close in conformity with the Design Management Plan, the Project Schedule, and the Financing Management Plan. See Section 2.2.3.2 (*Entitlements and General Regulatory Approvals Plan*)
(4) Contractor Procurement	Contractor Procurement Plan	Process to competitively procure the Design-Build Contract and IFM Contract. See Section 2.2.4.1 (*Contractor Procurement Plan*)
(5) Early Works	Early Works Plan	Development and performance of potential Early Works Agreements during the PDA Term. See Section 2.2.5.1 (*Early Works Plan*)

BIM = Building Information Model
FBL = Fixed Budget Limit
IFM = Infrastructure Facility Maintenance

2.1 Overall Approach

The subsections below describe the required Project Management Deliverable(s) related to the Lead Developer's overall approach to the Work and the minimum requirements for those deliverables.

2.1.1 Predevelopment Agreement Management Plan

The PMP shall describe the overall approach for the development of the Project during the PDA Term, organized by the work streams shown in **Table 1,** above.

At a minimum, the PMP shall:

1. Include a detailed description of the overall scope of the Work;
2. Describe and distinguish between the roles and responsibilities, including the organizational structure, of the Lead Developer and the Development Team to perform their corresponding scope of the Work;
3. Describe how the Lead Developer plans to collaborate and coordinate with the City for reviews, approvals, and other actions required of the City for the Lead Developer to perform the corresponding scope of the Work;
4. Include a list of documents and deliverables that will be treated as controlled documents;
5. Include a Project Schedule (defined in Section 2.1.1.1 (*Project Schedule*) below) and describe in detail the sequence for the Performance Milestones and how the content of each respective deliverable interrelates with one another[1] (see Section 2.1.1.1 (*Project Schedule*), below, for specific requirements for the Project Schedule);
6. Include a specific, actionable, and measurable work plan that:
    a. applies and organizes human and material resources for the Project;
    b. defines communication lines and methods, identifies communication roles and responsibilities, and specifies each communication individual role, how frequently they need to communicate, which communications tools and media will be used, and any specific factors for initiating communication;
    c. delineates the reporting process, including a methodology to manage requirements, and to create benchmarks and key performance indicators reflecting milestone achievements;
    d. details the Lead Developer's approach to meet on a weekly basis and collaborate diligently, transparently, and in good faith with the City with the goal to manage the development of the Project within the Fixed Budget Limit – including, but not limited to, development of design deliverables, the Asset Management Program, development of the LBE utilization plan, the commercial-financial structure, and contractual documents – to develop the Allowances and manage the change processes described in the Agreement, and to procure the Design-Build Contract contractors and IFM Contract contractors to deliver the Infrastructure Facility within the Fixed Budget Limit per the framework and requirements established in the Agreement;
    e. describes the approach to manage quality for all the activities by the Lead Developer and the other Development Team members during the PDA Term (see Section 2.1.2 (*Quality Management Plan*) for the Quality Management Plan requirements); and

[1] For example, among other similar interrelationships, each design deliverable must take into account Project Site due diligence, express the feedback from the public outreach, and be accompanied by the cost and schedule validation and demonstration of compliance with the Fixed Budget Limit and the Project schedule.

f. describes how the Lead Developer plans to utilize Local Business Enterprises in accordance with the requirements of Section 6.10 (*Local Business Enterprise Plan*) of the Agreement, and in alignment with the Performance Milestones in Appendix B-1.

The subsections below describe and set forth specific requirements for the Project Schedule, progress reporting, and Quality Management Plan.

2.1.1.1 Project Schedule

The PMP shall include a Project Schedule that demonstrates how the Lead Developer plans to (1) achieve the Project's schedule requirements all the way through final acceptance by the City, and (2) manage progress of its activities throughout the PDA Term. The Project Schedule will also be used by the City to assist it with tracking progress of the Work and to help the City plan for and manage its corresponding activities.

The Project Schedule shall be based on the schedule in the Technical Proposal.

The Project Schedule shall have two parts: Part 1: PDA Term, and Part 2: term of the Project Agreement. The first part (PDA Term) of the Project Schedule shall be organized according to the work streams shown in **Table 1** above, with clear identification of the development processes for the Infrastructure Facility versus the Housing and Commercial Component.

The second part (term of the Project Agreement) of the Project Schedule shall be organized according to the Project's major phases and milestones, which include but are not limited to: (i) Commercial Close, (ii) completion of detailed design and construction documents, (iii) permits, (iv) construction, (v) facility commissioning, Substantial Completion, and operational readiness, (vi) move-in and operational start-up through final acceptance, and (vii) asset management phase, inclusive of hand-back provisions.

The Project Schedule shall be developed using Primavera 6 and shall be delivered in a printable document as well as in the native XER file. The level of detail in the Project Schedule shall align with the project design development stage following best practices as defined by the Association for the Advance of Cost Engineering (AACE).

A second summary schedule shall accompany each detailed Project Schedule submittal, summarizing each grouping of activities in overall durations, based on the work streams categorized by the Performance Milestones. The summary schedule shall be at a high level that easily defines the Project's phases and key milestones and shall be suitable for presentation materials for the City to share with the SFMTA outreach parties, which shall be in a format approved by the City.

The PMP must highlight how the Lead Developer will achieve the Performance Milestones and how it will complete the Work to satisfy all Technical Requirements in accordance with the Project Schedule.

The Lead Developer shall update and submit the Project Schedule at regular intervals and, at a minimum, upon submittal of the draft and final 50% SD Package and 100% SD Package according to the Performance Milestones in Appendix B-1. In addition, the Project Schedule shall be developed in coordination with the cost estimates and risk analysis described in the Cost and Risk Management Plan described in Section 2.2.2.3 (*Cost and Risk Management Plan*).

At a minimum, the Project Schedule shall provide the means for:

1. measuring progress against the planned schedule and how progress will be evaluated and reported;
2. grouping milestones, including but not limited to the Performance Milestones shown in Appendix B-1, with interdependencies to maintain schedule efficiencies and completeness;
3. managing schedule risk;
4. managing the process to obtain all approvals necessary for the Project to reach Commercial and Financial Close; and
5. preparing an appropriate basis to develop cost estimates, resourcing plans, and assess time-related costs and risks.

2.1.1.2 Progress Reporting

The PMP shall include a plan that describes the Lead Developer's approach to submit to the City monthly reports to update the City on progress of the various aspects of the Work. At a minimum, this progress reporting plan shall address:

1. Updates to the Project Schedule, including actual progress during the prior 90-day period and progress forecasted for the next 90-day period, which may include recovery of time, as needed;
2. Status of approvals, including General Regulatory Approvals;
3. CEQA, entitlements, and permits status;
4. Status of public outreach and community engagement activities;
5. Status of LBE Plan development;
6. Status of the design of the Project;
7. Quality control checklists and status update, including any Lead Developer-led quality audits, including status reports to the City on any non-compliance actions with the LMD's obligations under the Agreement;
8. Cost controls, quantity surveying, risk management, constructability reviews, and other demonstrable methodologies supporting the cost estimates that must be developed to remain within the Fixed Budget Limit;
9. Discussion of efforts related to Regulatory Agencies for any General Regulatory Approvals;
10. Development of the Asset Management Program (AMP);
11. Status of Early Works (if applicable); and
12. Other pertinent and timely discussion topics, as needed.

2.1.2 Quality Management Plan

The PMP shall include a Quality Management Plan that describes the processes and procedures the Lead Developer will implement to verify compliance of the Work with applicable requirements under the Agreement.

The Quality Management Plan shall identify and describe the responsibilities of the Lead Developer's Quality Assurance Manager. At a minimum, the Quality Assurance Manager shall be dedicated to the Project, be responsible for the Lead Developer's overall quality-assurance program (which shall cover the Work performed by or for any of the Development Team members), work separately and independently from the Development Team, and report directly to the LD Project Director and Project Principal(s).

At a minimum, the Quality Management Plan shall:

1. Describe the Lead Developer's responsibilities for performance, oversight, and verification of the Work;
2. Describe the process for quality checkpoints and regular reviews, independent checks and balances, and full quality audits, which shall be conducted when required by the City;
3. Document progress related to the Performance Milestones, including but not limited to the Design Deliverables, and any other milestones the Lead Developer deems necessary for the Project's development, which shall be submitted to the City for review; and
4. Report the Lead Developer's quality assurance activities conducted with each significant deliverables to demonstrate verifiable and objective evidence of compliance with the requirements of this Appendix B-2.

The Quality Management Plan shall be prepared and implemented in accordance with ISO 9001: "Quality Management Systems – Requirements."

2.1.2.1 Design Quality Management

The Quality Management Plan shall include a section that addresses the development of the Design Deliverables ("**Design Quality Management**"). This plan shall describe the Lead Developer's procedures to control and verify the design Work and ensure its compliance with the Technical Requirements and requirements of relevant Regulatory Agencies and that the design is progressing and evolving to be within the Fixed Budget Limit for the development of the design deliverables described in Article 3 (*Design Deliverables*).

At a minimum, the Design Quality Management section of the Quality Management Plan shall describe how the Lead Developer will:

1. Review, identify and document design inputs (e.g., compliance with the Technical Requirements, Applicable Law, and industry best practice);
2. Establish the selection of design methods to ensure the design inputs are correctly selected and translated into Design Deliverables (e.g., drawings, procedures, specifications, and calculations);

3. Establish the selection and review for suitability of application of materials, parts, equipment, and processes that are essential to the operation of the Facility;
4. Provide ongoing and continuous verification that all design elements, systems, materials and quantities are adequately surveyed to ensure that the design is evolving within the established Fixed Budget Limit;
5. Verify that design inputs satisfy relevant Regulatory Agency requirements, including the requirements associated with entities providing funding sources for affordable housing, and other quality and technical requirements are correctly identified;
6. Ensure that all drawings, sketches, specifications, data sheets, reports, and design calculations are reviewed and approved in accordance with the Lead Developer's design control procedures prior to submission to the City;
7. Ensure design interfaces with all Regulatory Agencies are identified and controlled;
8. Provide clear documentation of modifications in each progressive Design Deliverable from prior versions;
9. Ensure design changes that may be considered are governed by control measures commensurate with those applied to the design included in the Proposal, including the identification of reasons for, and impacts of, the change;
10. Coordinate design reviews with the SFMTA, the Planning Department, and MOHCD to ensure consistency with the entitlements, consistency with MOHCD's standards for affordable housing developments, and the Project's competitiveness for affordable housing funding sources;
11. Establish a comment and resolution tracking format for City review and approval of all Design Deliverables, which shall be used to ensure that design review comments from the City and Regulatory Agencies are accounted for and resolved with the City;
12. Ensure that all design documents comply with the Quality Management Plan and applicable Technical Requirements;
13. Ensure the design analyses are performed in a planned, controlled, and documented manner;
14. Ensure design analysis documents are legible and suitable for reproduction and retrieval, and are sufficiently detailed as to purpose, assumptions, references, and units such that a technically qualified person can understand the analyses and verify their adequacy without recourse to the originator of the analysis;
15. Ensure the design control measures are applied to verify the adequacy of design by the performance of design verification reviews, the use of alternate calculations, and/or the performance of design qualification tests;
16. Ensure that calculations are identified by subject, originator, reviewer, date, or by other data such that the calculations are retrievable;
17. Maintain evidence that all computer programs used for design calculations are verified to show that the program produces valid solutions for the encoded mathematical model within the defined limits for each parameter employed and that the encoded mathematical model has been shown to produce a valid solution to the physical problem associated with the application; and

18. Ensure all computer programs are controlled to ensure that changes are documented and approved for compliance with the items above.

The design review procedures defined by the Lead Developer in the Design Quality Management section of the Quality Management Plan shall establish the responsibilities and techniques for administrative, quality assurance, and technical reviews at each significant point in the design process to ensure the accuracy and completeness of Design Deliverables before submittal to the City. The appropriate level of completion for each review point varies by the type of drawing and shall be identified in the drawings listed in the design control document log.

2.2 Work Stream Specific Requirements

For each work stream, the subsections below describe the purpose of the work stream, the required Project Management Deliverable(s) and their corresponding minimum requirements.

2.2.1 Financial and Commercial Work Stream

The purpose of the financial and commercial work stream is to develop the Project's financing and commercial structure and Project Documents, consistent with the different goals, needs, and constraints of each Project component, while preserving the Fixed Budget Limit and while conforming to the Preliminary Term Sheet.

As part of the financial and commercial work stream, the Lead Developer shall prepare and submit to the City, for its review and approval, the Project Document Management Plan and Financing Management Plan.

In general, the Project Document Management Plan and Financing Management Plan shall be consistent in content and format with the Financial Proposal. Specifically, they shall incorporate the Fixed Budget Limit, the LD Predevelopment Cost, the PCIC, PCIC(Dis), PCIC(Max), and PCIH.

Additional requirements for the Project Document Management Plan and Financing Management Plan are set forth below.

2.2.1.1 Project Document Management Plan

The Project Document Management Plan shall describe the Lead Developer's plan to (a) coordinate with the City, who will develop the Project Agreement and all other Transaction Documents, and (b) produce the initial drafts of and lead the development of all other Project Documents.

At a minimum, the Lead Developer shall meet and confer with the City to agree on its approach for the Project Document Management Plan, which shall address the following based on mutual agreement between the City and Lead Developer prior to finalizing it:

1. A list, including general descriptions, of all Project Documents the Lead Developer anticipates will be required;

2. The format and frequency of meetings between the City and the Lead Developer to discuss and/or negotiate the Project Documents;
3. The Lead Developer's processes and timelines for the development and negotiation of the Project Documents; and
4. The dates by which the Lead Developer shall deliver to the City progressive drafts of the Project Documents and, subject to the City's approval, the dates by which the City would need to review, provide comments on, and, if applicable, approve those drafts, consistent with the applicable Performance Milestones.

2.2.1.2 Financing Management Plan

The Financing Management Plan shall describe the Lead Developer's processes and procedures to develop the Finance Plan for the Infrastructure Facility and the Housing and Commercial Component, and shall be consistent in content and format with the Financial Proposal.

The Financing Management Plan shall be submitted to the City in stages according to the corresponding Performance Milestones in Appendix B-1 and shall clearly identify the proposed timelines and due dates for the City to review and approve the Finance Plan, in accordance with the Performance Milestones.

The Financing Management Plan shall include a detailed schedule that includes activities and deliverables necessary to reach Commercial Close and Financial Close by the dates specified in the Agreement, including all conditions precedent to be satisfied by the Lead Developer, the City, and other third parties identified by the Lead Developer.

At a minimum, these processes and procedures in the Financing Management Plan shall describe:

1. Process to determine and promptly disclose to the City any materially adverse changes in the financial strength information previously submitted to the City in connection with the Project for each of the Equity Members, Housing Developer(s), and Affordable Housing Developer(s), which disclosures shall be accompanied by the applicable financial statements for the periods since those most recently submitted to the City.
2. Process to competitively select and negotiate with debt providers to ensure that the debt for the Infrastructure Facility is procured in the most favorable terms possible for the Project;
3. Process to submit to the City for review and endorsement progressive versions of a debt financing plan, in accordance with the applicable Performance Milestones, which plan shall describe the debt instruments and determine their amount, tenor, principal terms and conditions (interest rate, fees, drawdown schedule, covenants, conditions precedent, any hedging and/or monoline insurance, among others), lead arrangers/managers, underwriters and/or private placement agents, credit rating needs, as applicable (the "**Debt Financing Plan**");
4. Process to confirm commitments from Equity Members, identifying each investor (including new Equity Members, which must meet the same financial strength and experience requirements of the Equity Members the Lead Developer identified in its statement of qualifications submitted in response to the RFQ), the amount of funds committed by each

Equity Member, and supporting documentation, including the terms and conditions of their subscription, and the time horizon of their investment in the Principal Project Company (or any of its subsidiaries);

5. For the Housing and Commercial Component, process and schedule to develop the applicable elements of the Finance Plan, such as market studies, feasibility analyses, application for and securing of funding sources and low income housing tax credits, and other relevant matters. This process shall identify the Lead Developer's and City's roles, interaction with third parties, and other relevant instances of coordination and approvals by the City and/or any other third parties;
6. Process to develop the financial model for the Infrastructure Facility ("**Financial Model**") and the pro forma for the Housing and Commercial Component ("**Pro Forma**"), each to be included in the Finance Plan, including the procedures and timing for auditing by an independent financial model auditor;
7. Procedures to ensure the electronic files in MS Excel for the Financial Model, and Pro Forma are prepared based on the electronic files in MS Excel for the Preliminary Financial Model and the Preliminary Pro Forma, respectively, included in the Financial Proposal;
8. Procedures to ensure the Finance Plan, Financial Model, and Pro Forma are prepared according to the requirements set forth in Division 1 (*Cost and Scope Allocation Requirements*) of the Technical Requirements, including the appropriate application of the PCIC and the PCIH, and the requirements set forth in Attachment 1 (*Basis for the Financial Model and the Pro Forma*) of this Appendix B-2 including their corresponding data books, user guides, assumptions, sources and uses, and detailed cash flow models showing all relevant Project stages following Commercial Close;
9. Procedures to update progressive versions of the Financial Model and Pro Forma, which shall be submitted to the City as part of the Finance Plan at the Performance Milestones indicated in Appendix B-1 and how the Financial Model will produce as an output the Availability Payments to be paid by the City;
10. Procedures to coordinate the Financial Model and Pro Forma with each other and with the other work streams during the PDA Term (e.g., procedures that demonstrate how the cash flows are consistent with the corresponding costs and schedules for the Design-Build (DB) and Infrastructure Facility Maintenance (IFM) scopes of work);
11. Process to obtain an opinion letter prepared by the Lead Developer's financial advisor stating that the Finance Plan is reasonable, achievable, and sufficient to fully fund the Principal Project Company's obligations expected under the Project Agreement—the opinion letter shall also identify any material assumptions and risks associated with their opinion; and
12. Procedures for reporting of quarterly cost audits of the Lead Developer's Predevelopment Costs, as required in Section 7.5 (*Cost Reports and Audits*) and Article 10 (*Records*) of the Agreement, and status updates of any other audits determined necessary to be performed by the City.

2.2.2 Technical Work Stream

The purpose of the technical work stream is to develop the Project's design, cost, and permits consistent with the Technical Requirements.

As part of the technical work stream, the Lead Developer shall prepare and submit to the City, for its review and approval, the Project Management Deliverables described in the subsections that follow. The minimum requirements for each plan are as set forth in the corresponding subsection.

2.2.2.1 Design Management Plan

The Design Management Plan shall describe the Lead Developer's plan to develop the Design Deliverables in compliance with the City's requirement that the 100% SD Package include a scope of work, design, and set of technical requirements for the Project sufficiently developed to enable fixed-price, date-certain bidding for the Project's entire scope of work on a full turn-key basis (see the requirements for the Contractor Procurement Plan set forth in Section 2.2.4.1 (*Contractor Procurement Plan*) and within the Fixed Budget Limit and Project Schedule requirements.

At a minimum, the Design Management Plan shall:

1. Describe how the the Lead Developer will align the design processes for the Infrastructure Facility and the Housing and Commercial Component with how the HCC Development Plan will be incorporated in the PDA Term as described in Section 6.9(b) (*HCC Development Plan*) of the Agreement, to ensure that (a) the Project is designed and presented at every Agreement and Project Agreement phase design deliverable as an architecturally and functionally integrated joint development, and (b) that every Agreement and Project Agreement phase design deliverable meets the requirements of the Agreement, as applicable, and the Technical Requirements;
2. Describe how the Lead Developer will develop the design, up to and including the 100% SD Package, in coordination with the Cost and Risk Management Plan and within the Fixed Budget Limit;
3. Address how the Design Deliverables will be managed to fulfill their associated deadlines to submit them for review and/or approvals;
4. Address how design reviews by the City will be managed by the Lead Developer, including resolution and record-keeping of City design review comments;
5. Address how changes to the Project will be recorded, tracked, and communicated to the City, including LD Proposed Changes, City Proposed Changes, and HCC Changes;
6. Describe the content and format for the 50% SD Package and 100% SD Package, based on the minimum requirements set forth in Article 3 (*Design Deliverables*);
7. Incorporate the Owner's Information Requirements (described in Section 2.2.2.2 (*BIM Execution Plan*)) and the BIM-enabled processes and workflows described in the BIM Execution Plan, which the Lead Developer shall prepare in accordance with Section 2.2.2.2 (*BIM Execution Plan*); and

8. Describe how the Design Deliverables will be developed in coordination with the CEQA and General Regulatory Approvals Plan, described in Section 2.2.3.2 (*Entitlements and General Regulatory Approvals Plan*) and describe how the Lead Developer shall incorporate input or feedback received through the CEQA and outreach processes.

Additional requirements for the Design Management Plan are set forth in the following subsections.

(a) Design Reviews

The Design Management Plan shall include a section that describes the Lead Developer's procedures to obtain reviews and, as applicable, approvals of Design Deliverables from the City and other Regulatory Agencies ("**Design Reviews**").

The Design Reviews section shall highlight where and how these procedures vary between the City, as owner of the Project, and other Regulatory Agencies, including the City in its regulatory capacity. In general, the Design Reviews section must provide for the City's review, comment, and approval of any Design Deliverable before the Lead Developer submits the Design Deliverable to a Regulatory Agency for review (e.g., as a condition to issuing permit).

At a minimum, the procedures in the Design Reviews section shall provide the following:

1. The City shall have no less than the number of days specified in the Agreement for the City to review, provide written comments, and approve the Design Deliverables (i.e., the 50% SD Package and 100% SD Package);
2. In the case of the 50% SD Package, Lead Developer shall document receipt, resolution, and incorporation into the design of all comments Lead Developer receives from the City and any Regulatory Agencies before advancing the design to the next stage;
3. In the case of the 100% SD Package, Lead Developer shall document receipt, resolution, and incorporation of all comments Lead Developer receives from City and any Regulatory Agencies prior to the procurement of the contractors for the Design-Build and IFM Contracts;
4. Lead Developer shall submit to the City for review and approval any changes made to the design in connection with or after the Lead Developer's procurement of the Design-Build Contract contractor and IFM Contract contractor, and shall document receipt, resolution, and incorporation of all comments before it finalizes the Project Documents for Commercial Close;
5. Lead Developer shall work with Regulatory Agencies, including the City in its regulatory capacity, to complete reviews of Design Deliverables required for all General Regulatory Approvals in connection with the Project, including without limitation the approvals described in Section 2.2.3.2 (*Entitlements and General Regulatory Approvals Plan*);
6. Lead Developer shall: be solely responsible to coordinate, schedule, and facilitate timely pre-application meetings among the City, all Regulatory Agencies, and other regulatory authorities; make necessary submittals (including any Design Deliverables) to the applicable entities; verify that design inputs satisfy all their requirements; and obtain reviews and approvals, as applicable;

7. Lead Developer shall provide a minimum of 7 calendar days' notice to the City before the Lead Developer makes submittals to the Planning Department or to other Regulatory Agencies; and
8. Request assistance from the City Project Manager to collaborate regarding contact with Regulatory Agencies, if necessary, subject to the limitations of Section 6.21 (*Regulatory Approvals*) in the Agreement.

Except where the Lead Developer indicates otherwise, the procedures in the Design Reviews section shall apply to design reviews in connection with any Early Works Agreements.

(b) Change Management

The Design Management Plan shall include a section that describes the Lead Developer's procedures for change management. At a minimum, these procedures shall describe how the Lead Developer will comply with the requirements set forth in Article 9 (*Changes to the Project*) and other applicable sections of the Agreement.

2.2.2.2 BIM Execution Plan

The BIM Execution Plan shall describe the Lead Developer's BIM-enabled workflows and systems to successfully deliver, operate, and maintain the Project, principally as a Level-2 BIM and in accordance with the BIM objectives and other parameters to be established in the Owner's Information Requirements (OIR) (see Section 2.2.2.2 (*BIM Execution Plan*)). The BIM Execution Plan shall set forth the processes and requirements for progressive development of an integrated BIM 3D-4D (schedule)-5D (cost)-6D (asset management) model for the Project.

At a minimum, the BIM Execution Plan shall describe:

1. BIM objectives and uses;
2. Roles and responsibilities of the Parties;
3. BIM requirements and processes;
4. Methods and protocols / standards;
5. Schedule for progressive development of the BIM model according to the Project's anticipated development and procurement processes during the PDA Term and the Project Agreement phase;
6. Supporting software requirements;
7. Owner's Information Requirements; and
8. Development of (a) as-built drawings from the BIM model and (b) the as-built BIM model.

The BIM Execution Plan shall be consistent with and reference, as applicable, the relevant design review, project management, and or quality management processes and requirements set forth in this Appendix B-2. The BIM Execution Plan shall describe how the Lead Developer will include input from its Construction Management and Infrastructure Facility Maintenance Consultants into the BIM deliverables described below.

(a) Owner's Information Requirements

The BIM Execution Plan shall include a section that describes how the Lead Developer will work with the City to develop the Owner's Information Requirements (OIR), including workshops and a BIM strategy for the Project.

At a minimum, the OIR shall describe:

1. **BIM objectives**: the BIM objectives for the Project, which shall align with the Project Objectives;
2. **BIM uses**: the application of BIM methodologies and tools the Lead Developer and City will use to achieve the BIM objectives;
3. **Level of detail**: the types of information and level of detail used to specify the datasets that the model entities shall contain, and the depth of such information. The level of detail refers to the depth of geometric and non-geometric information for each dataset ("**level of detail**");
4. **BIM deliverables**: any document or information developed by the Lead Developer that is necessary for the creation of the BIM models and the products resulting from the implementation of BIM tools and processes—at a minimum, these BIM deliverables shall include the BIM Execution Plan (BEP), the BIM models, and other supporting documents;
5. **Collaboration strategy**: the strategy for the City and Lead Developer to collaborate within the BIM environment, which shall incorporate known methods for management and information exchanges throughout the lifecycle Project. At a minimum, the collaboration strategy shall describe how the City and the Lead Developer will access, review, and approve information throughout the lifecycle of the Project; the collaboration strategy shall address the common data environment(s) ("**CDE(s)**") that the Lead Developer will deploy to achieve the BIM objectives and the collaboration strategy;
6. **Model structure / organization to share structured, unambiguous information as part of the BIM environment:** the strategy for the City and the Lead Developer to agree on the minimum standardization requirements to guarantee the availability and quality of information throughout the lifecycle of the Project—examples of requirements for which Lead Developer must obtain City's mutual agreement upfront (before developing the BIM) include the BIM units, naming, and model sizes; and
7. **Integration with Asset Management**: the City and the Lead Developer shall agree on the asset data management for the Project's Asset Management Program, which shall be developed in accordance and coordination with the SFMTA's current asset structure and hierarchy in accordance with SFMTA's Infor CloudSuite EAM platform. SFMTA bases its facility hierarchies on the Federal Transit Administration's standard for State of Good Repair and their Transit Asset Management (TAM) program.

2.2.2.3 Cost and Risk Management Plan

The Cost and Risk Management Plan shall describe the Lead Developer's approach to develop cost estimates (including cost estimates for all Design-Build Contract and IFM Contract costs) and risk registers that the Lead Developer will submit to the City together with the 50% SD and the 100% SD Package.

The Cost and Risk Management Plan shall be coordinated with the Project Schedule, as described in Section 2.1.1.1 (*Project Schedule*), and shall be organized to include and explain the Lead Developer's methodology to prepare each element as follows.

(a) Cost Management

The Cost and Risk Management Plan shall include a section that describes the Lead Developer's approach to cost management ("**Cost Management**"). In general, the Cost Management section shall describe how the Lead Developer will meet the requirements of Article 2 (*Predevelopment Guidelines*) of the Agreement.

At a minimum, the Cost Management section shall incorporate the requirements set forth in Attachment 2 of this Appendix B-2. At the appropriate Performance Milestones described in Section 2.5(e) (*Submittals, and Process for Adjustments to Fixed Budget Limit*), Section 2.5(f) (*Allowances Cost Estimates*) and Section 2.5(g) (*Sum of Fixed Budget Limit, Insurance, Escalation*), Section 6.15(a) (*Update with Contractor Pricing*) of the Agreement, and as shown in Appendix B-1, the Lead Developer shall report to the City the DB, IFM, and LD Predevelopment Costs using the forms set forth in Attachment 2 (*Basis and Formats for Cost Submittals*) and Attachment 4 (*Best-value Contractor Recommendation Form and Final Price and Cost Savings Form*) of this Appendix B-2.

(b) Risk Management

The Cost and Risk Management Plan shall include a section that describes the Lead Developer's approach to develop and manage the Project's risk analysis and mitigation processes. At a minimum, this approach shall include:

1. The processes Lead Developer will utilize to collaborate with the City to identify and evaluate the Project's cost and schedule risks based on their probability of occurrence;
2. Development of a risk register that includes the Lead Developer's proposed risk responses and control strategies for each risk identified for the design, construction, and operations phases of the Project; Lead Developer shall consult with the City to review and update the risk register as appropriate during the PDA Term; and
3. Preparation of suitable presentation materials for the City to share with the SFMTA Outreach Parties, which shall be in a format approved by the City.

2.2.2.4 Asset Management Program Development Plan

The Asset Management Program Development Plan shall describe the Lead Developer's approach to develop the Asset Management Program (AMP) during the PDA Term, in accordance with the requirements set forth in Division 7 (*Asset Management Program Requirements*) of the Technical Requirements.

At a minimum, this approach shall describe how the Lead Developer will:

1. Seek input from, submit deliverables for review to, and obtain approvals from the City in connection with the AMP;

2. Initially meet with the SFMTA Facility Maintenance team to understand the SFMTA's: (a) current maintenance regime, processes, and systems; (b) structured asset data and electronic asset management hierarchies; and (c) requirements for coordination and development of the Asset Management Program;
3. Develop the final scope and details of the AMP based on:
    a. The Financial Proposal and Technical Proposal;
    b. Detailed definition and resolution of the interfaces among the SFMTA O&M, the IFM, and the Property Management scopes of work; and
    c. The final choices the SFMTA will make during the PDA Term with respect to the scope of the SFMTA O&M and the IFM, as well as the performance requirements for the IFM including service standards, performance levels, and deductions regime.
4. Coordinate with the Cost and Risk Management Plan to work with the City to develop the scope of work for the IFM, including working collaboratively and iteratively with the City to develop the performance requirements for the IFM including service standards, performance levels, and deductions regime will be performed within the Fixed Budget Limit—in the case that the Lead Developer proposes for the PPC to self-perform the IFM scope of work, describe a transparent and robust method for market testing and benchmarking of all IFM costs to ensure that the pricing is competitive in the market;
5. Coordinate with the City the development by the City of the payment mechanism and deductions regime for the Availability Payments as part of the City developing the draft Project Agreement;
6. Integrate development of the AMP with the BIM-enabled workflows and systems for the Facility's design, in coordination with the BEP;
7. Integrate the AMP with the SFMTA's existing asset management standards, systems, and processes;
8. Develop the plans and systems that SFMTA will use to perform the SFMTA O&M[2];
9. Develop a data system that is compatible with the SFMTA's existing CAFM software platform, to facilitate a smooth and proactive process for operational readiness, activation, and transition upon completion of construction of the SFMTA O&M to the SFMTA;
10. Develop a road map that shall be implemented in the PDA Term that captures the full value of BIM-enabled functionality, utilizing structured asset management data systems (including data from as-builts, O&M manuals, and warrantee information), with Building Automation Systems (BAS) that will be controlled, monitored, and managed by the SFMTA's CAFM software platform for the elements that fall within the SFMTA O&M scope and by the Principal Project Company's software platform for those within the IFM3—this road map

[2] These plans and systems will include, for example, provisions for the development of detailed manuals, computer-aided management systems, and training for SFMTA staff, so that the City is adequately prepared to perform the SFMTA O&M scope of work following the Infrastructure Facility's Substantial Completion.
[3] The purpose of this is to fully enable the CAFM software as the core management tool of the BAS, which is required by building managers to ensure monitoring and efficient management of energy and occupant comfort. Effective BAS utilization allows for optimal building performance by extending equipment and systems' operational life by reducing loads and operating hours.

shall address all building systems and equipment for both the SFMTA O&M and the IFM scopes of work, applying the same methodology for each;

11. Develop a commissioning and operational readiness plan that includes processes, checklists, and training to fully enable the SFMTA's own asset management program for the SFMTA O&M scope— this shall include development of a plan to efficiently deliver complete as-built documents (drawings and BIM model(s)), O&M manuals, warrantee information, and all other record documents requirements, as well as an Owner training plan for all systems and equipment.

(a) Energy Management Program

As part of the development of the AMP, described above, the Lead Developer shall work with SFMTA to develop an energy management program for the Infrastructure Facility (the "**Energy Management Program**"), as required in Section 6.7 (*Energy Management Program*) of the Agreement.

At a minimum, the Energy Management Program shall describe the Lead Developer's approach to:

1. Ensure a commitment to responsible energy management without compromising the working environment and safety of users of the Facility;
2. Develop methods and standards to continuously measure and monitor energy usage to identify inefficient practices and opportunities for improve energy efficiency and reliability of service;
3. Develop objectives and annual energy targets to reduce energy consumption;
4. Develop methods and standards to manage energy usage and reduce energy costs by implementing sound operating and maintenance practices, and more efficient technology, equipment, and/or Facility systems;
5. Develop and promote, in conjunction with the City, an energy awareness program for all SFMTA staff, IFM personnel, and Property Management personnel working in the Facility;
6. Participate in government agency or utility programs that support or foster behavior change programs relating to sustainability and energy conservation, including documenting and submitting required information for the federal government's Energy Star program, as applicable;
7. Meet the requirements of the San Francisco Green Building Code for new buildings, California's Green Building Standards, and Energy Efficiency Standards (Title 24 Part 6);
8. Propose a baseline scenario of energy consumption in the Infrastructure Facility; and
9. Propose for negotiation with the City a painshare/gainshare mechanism for the Infrastructure Facility on the basis of the baseline scenario per the previous item.[4]

[4] The painshare/gainshare mechanism has no impact on the Fixed Budget Limit.

2.2.2.5 Plan for Coordination with Regulatory Agencies

The Plan for Coordination with Regulatory Agencies shall describe the Lead Developer's approach to coordinate with applicable Regulatory Agencies to obtain required information, approvals, and/or permits, with the goal to successfully develop the Project to reach Commercial Close. The Plan for Coordination with Regulatory Agencies shall be coordinated with the Design Management Plan, the Project Schedule, and other plans as necessary.

At a minimum, the Plan for Coordination with Regulatory Agencies shall describe the Lead Developer's approach to coordinate with:

1. The Regulatory Agencies and SFMTA planning and transit operations staff for design reviews and Regulatory Approvals, and where any relevant design work would be prepared by such Regulatory Agencies, describe how the Lead Developer will coordinate their designs with the Project, and incorporate their designs into the Design Deliverables—notable coordination responsibilities include, but are not limited to, SFPUC/PG&E for increased power supply to the Project Site;
2. Departments of the City as necessary to determine relevant requirements of City in its regulatory capacity, develop and review designs, obtain required approvals of City in its regulatory capacity, and determine methods and processes to comply with the environmental compliance requirements set forth in the DEIR draft mitigation measures and the MMRP. Such departments include, but are not limited to, the Planning Department, San Francisco Public Works, San Francisco Public Utilities Commission, the Department of Environment, the Department of Building Inspection, San Francisco Public Health Department, and the Fire Department;
3. The San Francisco Arts Commission for the design of the Facility and any other Project site improvements with respect to: (i) the City's civic design review and public art enrichment requirements, and (ii) any art work commissioned by the City or the San Francisco Arts Commission that is to be incorporated at the Project Site as an integral building or Project Site element, including assisting with information necessary for the San Francisco Arts Commission to make the selection.
    a. The plan shall describe how the Lead Developer will coordinate with and work with the San Francisco Arts Commission, its committees, and any representatives of the City that the San Francisco Arts Commission may designate in the selection of artists for the City's Public Art Program
    b. The plan shall also describe how, once the art work is selected, the Lead Developer will coordinate with and work with the San Francisco Arts Commission, and the chosen artists, and any representatives the San Francisco Arts Commission may designate and provide design and engineering services necessary to incorporate requirements for the chosen artwork into the design for the Facility

2.2.2.6 Construction Permitting Plan

The Construction Permitting Plan shall describe the Lead Developer's approach to secure construction permits for the Project, including how pre-construction mitigation measures in the MMRP have been demonstrated to be satisfied, for any potential Early Works Agreements,

during the PDA Term. The Construction Permitting Plan shall be coordinated with the Project Schedule, as described in Section 2.1.1.1 (*Project Schedule*).

The Construction Permitting Plan must be submitted concurrently with the PMP. However, the Lead Developer may propose a revised plan at a later stage of the PDA Term to reflect any changes in its approach to construction permitting as the Project is developed.

2.2.3 Entitlements and Outreach Work Stream

The purpose of the entitlements and outreach work stream is to obtain all necessary environmental approvals and to work with stakeholders and the community.

As part of the entitlements and outreach work stream, the Lead Developer shall prepare and submit to the City, for its review and approval, the Project Management Deliverables described in the subsections that follow. The minimum requirements for each plan are as set forth in the corresponding subsection.

2.2.3.1 LD Outreach Plan

The Lead Developer shall develop the LD Outreach Plan using the SFMTA's Communications Division's Public Outreach and Engagement Requirements (POER) v.1.0, which is included in Division 9 (*SFMTA's Communications Division's Public Outreach and Engagement Requirements*) of the Technical Requirements. The LD Outreach Plan also must conform to the process described in the Public Outreach and Engagement Plan Guide attached as Attachment 3 to this Appendix B-2.

At a minimum, the LD Outreach Plan shall provide for the requirements set forth in Section 7.6 (*Community Outreach and Public Relations*) of the Agreement and shall:

1. Identify community stakeholders and describe planned engagement with stakeholders, including those located within a minimum of 900 feet of the Project Site:
    a. Local residents (renters and homeowners)
    b. Neighborhood and merchant groups
    c. Businesses
    d. Property owners (business improvement districts, etc.)
    e. Faith-based institutions
    f. Cultural organizations
    g. Community-based organizations
2. Identify opportunities for community stakeholders to provide input and influence the Project, including in developing alternatives and formulating solutions.
3. Detail outreach and engagement techniques that will be used to inform the public and solicit stakeholder input that could affect the Project, including multi-channel, multilingual communications tactics, community meetings, and other outreach methods.
4. Develop key messages for both general and specific audiences.

5. Establish a schedule for public outreach and engagement activities and tasks.
6. Establish a budget to fund the SFMTA Public Outreach and Engagement Program and LD Outreach Plan to safely and effectively engage with Project stakeholders.

2.2.3.2 Entitlements and General Regulatory Approvals Plan

The Entitlements and General Regulatory Approvals Plan shall describe the Lead Developer's approach to work with the SFMTA and Planning Department to advance the Project's entitlement process and documentation, including CEQA, and obtain approvals to successfully develop the Project and to reach Commercial Close.

The Entitlements and General Regulatory Approvals Plan shall address how the Lead Developer will integrate its work with the existing CEQA process, pursue the required rezoning and other land use entitlements, clearly define the Lead Developer's and the City's roles (including identifying instances where actions by each party need to be coordinated with the other), and shall be coordinated with the Design Management Plan, the Contractor Procurement Plan, the Project schedule, and the plans for financing the Infrastructure Facility and Housing and Commercial Component.

The Entitlements and General Regulatory Approvals Plan will be reviewed and is subject to approval by the SFMTA, under advisement by the Planning Department.

2.2.4 Contractor Procurement Work Stream

The purpose of the contractor procurement work stream is to develop the process to competitively procure contractors for the Design-Build Contract and the IFM Contract.

As part of the entitlement and outreach work stream, the Lead Developer shall prepare and submit to the City, for its review and approval, the Contractor Procurement Plan, the requirements for which are described below.

2.2.4.1 Contractor Procurement Plan

The Contractor Procurement Plan shall describe the Lead Developer's approach to competitively procure the Design-Build Contract and IFM Contract and shall be based on the approach set forth in the Technical Proposal.

The Lead Developer shall submit the Contractor Procurement Plan to the City concurrently with the PMP and may propose a revised plan at a later stage of the PDA Term to reflect any changes in its procurement approach as the Project is developed. The Contractor Procurement Plan shall affirmatively state that the Lead Developer will seek the City's review and approval of a revised Contractor Procurement Plan, if applicable, prior to issuing the Design-Build RFQ, Design-Build RFP, IFM RFQ, or IFM RFP.

At a minimum, the Contractor Procurement Plan shall describe the Lead Developer's approach to:

1. Ensure a fair and transparent process procurement process in accordance with Applicable Law and the City's procurement goals for the Project;
2. Develop the Design-Build RFQ, Design-Build RFP, IFM RFQ, and IFM RFP, the minimum requirements of which are set forth in the subsections below;
3. Ensure the City reviews and approves procurement documents such as the Design-Build RFQ, Design-Build RFP, IFM RFQ, and IFM RFP, and related documents (e.g., the procurement schedule and proposal evaluation procedure and selection procedures);
4. Ensure selection of proposals for fixed prices and dates certain conforming with the provisions set forth in Section 2.5 (*Fixed Budget Limit; Adjustments; Allowances; Submittals*) and Section 6.15 (*Pricing and Fixed Budget Limit; Determining the Final Price*) of the Agreement, including contingency plans for the scenarios described in Section 6.15 (*Pricing and Fixed Budget Limit; Determining the Final Price*) of the Agreement;
5. Move efficiently and expeditiously from selection of the successful proposals to Commercial Close, all subject to the City's review and concurrence regarding compliance with the approved Contractor Procurement Plan;
6. Ensure compliance with all Technical Requirements and align with all prior approvals (including General Regulatory Approvals), stakeholder expectations, and the 100% SD Package; and
7. Include all City Requirements for all covered work.
8. The requirements for the Contractor Procurement Plan described in this Section 2.2.4.1 (*Contractor Procurement Plan*) may be modified by the Lead Developer, with the City's written approval, depending on:
    a. The role of the Lead Developer's Design Consultant that is proposed by the Lead Developer;
    b. Whether the Lead Developer chooses to exercise an option for the Principal Project Company to self-perform all or parts of the IFM scope of work;
    c. Whether the Lead Developer chooses to join up the DB and IFM procurements into one process (instead of two parallel processes), with each contractor bidding team consisting of a Design-Build Contract contractor and an IFM Contract contractor; and/or,
    d. The Lead Developer's approach for construction contracting for the Infrastructure Facility and the HCC.

(a) Request for Qualifications for Design-Build Contract and IFM Contract

The Lead Developer shall prepare and submit to the City for review, comment, and approval one or more drafts of each of the Design-Build RFQ and IFM RFQ before issuing these documents.

The Design-Build RFQ and IFM RFQ shall each:

1. Be based on a standard form contractor request for qualifications mutually agreed upon by the Lead Developer and the City (e.g., the Design-Build Institute of America's (DBIA) applicable standard form);

2. Set forth the procurement schedule (e.g., approximately six to eight weeks to determine shortlist) and describe the evaluation process and criteria for selecting shortlists of contractors to respond to the Design-Build RFP and IFM RFP;
3. Provide enough information and time for contractors to: (a) determine the optimal size and composition of teams; (b) assess their internal resources to participate in the procurement process and to deliver the work; and (c) develop and submit timely responses;
4. Include submittal requirements that describe contractors' history of safety and technical delivery of projects similar in scope, scale and complexity as the Project, and require disclosures similar to those contained in the RFQ for the Project, issued on August 21, 2020, as amended;
5. Include evaluation criteria that assess the contractors' past experience delivering projects within budget;
6. Identify the number of contractors that will be shortlisted (e.g., the City expects that either three or four contractors will be shortlisted).
7. The Lead Developer shall share with the City and conduct evaluations of responses to the Design-Build RFQ and IFM RFQ. Based on its evaluation of responses to the Design-Build RFQ and IFM RFQ, the Lead Developer will recommend to the City the shortlists of qualified contractors, which shall be subject to the City's general review, comments and concurrence regarding compliance with the approved Contractor Placement Plan and, as applicable, the Design-Build RFQ and IFM RFQ. Only after obtaining the City's concurrence, which shall not be unreasonably withheld, the Lead Developer shall publicly announce the shortlist determination and proceed to issue the Design-Build RFP and IFM RFP.

(b) Request for Proposals for Design-Build Contract and IFM Contract

The Lead Developer shall prepare and submit to the City for review, comment, and approval one or more drafts of each of Design-Build RFP and IFM RFP before issuing the documents to the shortlisted contractors.

The Design-Build RFP and IFM RFP shall each:

1. Be based on a standard form request for proposals mutually agreed upon by the Lead Developer and the City (e.g., the DBIA's applicable standard form);
2. Set forth the procurement schedule and describe the evaluation process and criteria for selecting proposals in response to the Design-Build RFP and IFM RFP;
3. Unless otherwise agreed to by the City, at a minimum, include: (a) instructions for submittal requirements that include appropriate technical, financial, and pricing submittals; and (b) cost estimate work breakdown structure, formatting, and templates that Lead Developer developed during the PDA Term. Pricing submittals must use the forms set forth in Attachment 2 (*Basis and Formats for Cost Submittals*) and must be accompanied by a basis of estimate of similar scope and structure as a minimum meeting the requirements of Attachment 2 (*Basis and Formats for Cost Submittals*) of this Appendix B-2 (unless otherwise mutually agreed);

4. Include proposal evaluation criteria that reflect the Project Objectives set forth in Appendix D of the Agreement. At a minimum, the evaluation criteria shall:
    a. Take into consideration the contractors' previous experience delivering similar projects, previous experience teaming with the Lead Developer and delivering projects for the City, and the contractor's design approach and compliance with the 100% SD Package and all Technical Requirements; and
    b. Include pricing within the total amount shown in Lead Developer's submittal of FS Form A8 at Performance Milestone 27A (per the requirements of Attachment 2 (*Basis and Formats for Cost Submittals*) of this Appendix B-2) without qualifications, exclusions, or conditions.

Unless mutually agreed upon by the Lead Developer and the City prior to issuance, the Design-Build RFP and the IFM RFP must include the following documentation or items:

1. Draft Project Agreement (per the applicable Performance Milestones);
2. Detailed term sheets or draft agreements for the Design-Build Contract and IFM Contract, as applicable, and the Interface Agreement(s) on a back-to-back basis with the Project Agreement;
3. Technical requirements, including Division 10 (*SFPW Div 01 General Requirements for Construction*) and Division 11 (*SFPW Standard Construction Measures*) of the Technical Requirements;
4. Fixed Budget Limit + Escalation + Insurance for the Bus Yard Component and the Common Infrastructure per Lead Developer's submittal of FS Form A8 at Performance Milestone 27A;
5. Lead Developer's Project Site due diligence (e.g., geotech, hazmat, utilities, etc.), asset condition reports, and other relevant Project Site data and information;
6. Lead Developer's 100% SD Package, which must be in full compliance with the Technical Requirements, the EIR, and the MMRP;
7. City contracting and administrative requirements, as applicable (e.g., Local Hiring Policy, prevailing wages, the LBE Plan, etc.) for all covered work; and
8. Geotechnical Baseline Report, which must meet the requirements of Section 3.2.1(12) of Appendix B-2.

The Lead Developer shall share with the City and conduct evaluations of proposals in response to the Design-Build RFP and IFM RFP. Based on its evaluation of proposals, the Lead Developer shall score and rank proposals, from highest to lowest scores, and identify to the City the proposers that offer the "best value" to the City, which shall be subject to the City's concurrence regarding compliance with the approved Contractor Procurement Plan and, as applicable, the Design-Build RFP and IFM RFP. Only after obtaining the City's concurrence, which shall not be unreasonably withheld, the Lead Developer shall publicly announce the successful proposers and proceed to award the Design-Build Contract and IFM Contract.

2.2.5 Early Works Work Stream

The City anticipates entering into one or more potential Early Works Agreements with the Lead Developer, under which the City would pay the Lead Developer to complete certain Early Works scope of services during the PDA Term to mitigate schedule risks to the Project.

The purpose of the Early Works work stream is to develop the Lead Developer's approach to delivering Early Works.

As part of the Early Works work stream, the Lead Developer shall prepare and submit to the City, for its review and approval, the Early Works Plan described below. The minimum requirements for the plan are as set forth below.

2.2.5.1 Early Works Plan

The Early Works Plan shall describe the Lead Developer's approach to identify, develop, and potentially implement the Early Works Agreements during the PDA Term.

The Early Works Plan shall be submitted to the SFMTA for review and approval concurrently with the PMP.

3 Design Deliverables

This Article 3 (*Design Deliverables*) describes the minimum requirements for the content and format of the Design Deliverables for the Project that the Lead Developer must submit to the City, for its review and approval, during the PDA Term. The Design Deliverables shall be developed to ensure (a) that the Project is designed and presented at every Agreement and Project Agreement phase design deliverable as an architecturally and functionally integrated joint development, and (b) that every Agreement and Project Agreement phase design deliverable meets the requirements of the Agreement, as applicable, including the Technical Requirements.

At a minimum, the Design Deliverables for the Facility shall include:

1. **50% SD Package**, prepared in accordance with the minimum requirements set forth in Section 3.1 (*50% SD Package*).
2. **100% SD Package**, prepared in accordance with the minimum requirements set forth in Section 3.2 (*100% SD Package*).
3. **BIM deliverables,** developed for the 50% SD Package and 100% SD Package and in accordance with the requirements of the BEP set forth in Section 2.2.2.2 (*BIM Execution Plan*) and with the BIM deliverables requirements set forth in Section 3.3 (*BIM Requirements for 50% SD and 100% SD Packages*).

The Design Deliverables related to Early Works Agreements, if any, shall be developed based on the Lead Developer's plan described in Section 2.2.5.1 (*Early Works Plan*).

The Design Deliverables shall include both traditional 2D drawing sets and BIM deliverables. The 2D drawing sets shall govern contractually during the PDA Term, unless otherwise agreed by the Lead Developer and the City.

With respect to the Allowances in the , the Lead Developer shall work collaboratively with the City to identify strategies and to develop their respective scopes of work for inclusion of as many as possible in the FBL prior to the Design-Build RFP and IFM RFP. The City anticipates that the following Allowances may be deferred as allowances for the Design-Build RFP and IFM RFP, by mutual agreement of the City and the Lead Developer:

1. BEB Charging Equipment
2. Information technology/communications equipment
3. Furniture, fixtures and equipment for the BYC's office/administrative and training facility spaces
4. Off-site utility improvements, unless they are the subject of an Early Works Agreement

With respect to item 4 in the above list, off-site utility improvements, the City and the Lead Developer shall work collaboratively during the development of the 50% SD Package and the 100% SD Package to determine the optimal approach for cost and schedule risk management of these improvements.

3.1 50% SD Package

The purpose of the 50% SD Package is for the Lead Developer to progress its design included in the Technical Proposal to a greater level of detail with input from and in coordination with the City, and to demonstrate compliance with the Technical Requirements.

The 50% SD Package shall incorporate community input the Lead Developer obtains through the outreach program (in accordance with the processes set forth in the LD Outreach Plan and the requirements in Section 2.2.3.1 (*LD Outreach Plan*)) and shall be coordinated with the CEQA review process and the requirements of the DEIR (in accordance with the processes set forth in the Lead Developer's CEQA and General Regulatory Approvals Plan in the requirements in Section 2.2.3.2 (*Entitlements and General Regulatory Approvals Plan*)).

The Lead Developer shall prepare and submit the 50% SD Package to the City for review and approval in accordance with the corresponding Performance Milestones indicated in Appendix B-1. The City will review and approve the 50% or 100% SD Package based on conformance with the Agreement and the Technical Requirements. At a minimum, the 50% SD Package shall consist of a drawing set, design narrative, BIM model, cost estimate demonstrating compliance with the Fixed Budget Limit, the Allowances, schedule, and risk register, the requirements for which are stated herein and also set forth below.

3.1.1 Drawings and Reports

The 50% SD Package shall include a drawing set that includes the drawings listed below. The drawing sheets shall be 34 x 22 inches (or another sheet size, by mutual agreement of the City

and the Lead Developer), oriented north-up, be hard lined to scale with dimensions, and have materials clearly noted.

Based on the Lead Developer's BEP model development requirements and specifications, the 50% SD Package drawings shall be developed from the corresponding BIM models. The BIM Deliverables described in Section 3.3 (*BIM Requirements for 50% SD and 100% SD Packages*) shall be included in the 50% SD Package.

At a minimum, the 50% SD Package shall include:

1. **Cover sheet**: Cover sheet with a rendering, project team, and architect contact information;
2. **Draft basis of design**: Primary document that translates, without exceptions, qualifications, or exclusions, the Technical Requirements into the Facility's components;
3. **Vicinity plan**: Site plan at 1"=100' scale showing entire Project Site and surrounding streets, proposed project including Project component footprints, plaza, parking, vehicular, and pedestrian access, and landscape concept. Color code Project components;
4. **Site plans**: Site plans at a scale 1"= 30'-0" of the Project components with building footprints, surrounding sidewalks and streets, public and private open spaces, parking, loading, and equipment areas, and exterior lighting, and street and sidewalk improvements. Show landscaping, drainage and stormwater management systems, utility layout and points of connection, and sustainability features (e.g., solar panels) in accordance with the Technical Requirements. Show locations of pedestrian and vehicle access points, Project Site circulation diagrams, and turning templates for all SFMTA revenue and non-revenue vehicles. Show topographic elevations of Project component entrances, proposed Project Site contours at one-foot intervals, Project Site grading, driveway curb cuts, and pedestrian curb ramps as needed for disabled access to Project components;
5. **Renderings**: Three 3D views that clearly illustrate the relationship of the proposed Project to adjoining streets and surrounding context. Surrounding elements do not need to be photo-realistic but must accurately convey the bulk, scale and character of the surrounding area;
6. **Elevations**: Rendered exterior elevations at 1/16" overall elevations for each Project component that illustrate the proposed massing and height, fenestration, materials, and related architectural elements including signage and public art integration;
7. **Sections**: At least two building sections through the various Project components at 1/16" that illustrate major spaces, including bus maintenance and parking areas, as well as, vertical circulation elements, any roof top equipment, and screening. Show heights equipment and clearances including floor and roof datums and floor to floor heights building equipment, overhead trolley wires, and BEB overhead infrastructure and vertical clearances;
8. **Floor and roof plans**: Floor plans at a 1/8" scale plan of each floor in each Project component and roof plan for each. Show structural gridlines and their dimensions, as well as overall dimensions of the building exterior envelope on each level. Show all entrances and circulation, program spaces and necessary mechanical, electrical, plumbing, telecommunication spaces in each Project component and any proposed roof top equipment. Plans shall address all the program and functional requirements set out in the Technical Requirements. For the Bus Yard Component, the plans shall indicate the turning templates for all SFMTA revenue and non-revenue vehicles. Show all open spaces, including rooftop;

9. **Engineering plans**: Structural, mechanical, electrical, plumbing, civil, equipment, fire protection, information technology/communications, and other engineering plans at the appropriate 50% SD Package level of design in coordination with the architectural design and commensurate with the cost estimates, project schedule, and risk analysis that are required for this Design Deliverables package. The engineering plans shall, as a minimum, be sufficiently developed to identify the approach to the respective building systems, identify all physical spaces and distribution spaces and elements, and address the relevant provisions of the Technical Requirements;

10. **Engineering reports**: In coordination with the drawings and meeting the relevant provisions of the Technical Requirements. The engineering reports shall include, but not be limited to, the following:

    a. Structural, mechanical, electrical, plumbing, civil, equipment, fire protection, information technology/communications, and other engineering plans at the appropriate 50% SD Package level of design in coordination with the architectural design and commensurate with the cost estimates, project schedule, and risk analysis that are required for this package;

    b. Noise and vibration studies and reports and Engineering Analysis described in Article 1 (*Supplemental Noise and Vibration Requirements*) of Division 4, (*Supplemental Design Criteria*) of the Technical Requirements, addressing Site Due Diligence and 50% SD Package deliverables defined therein;

    c. Seismic engineering studies and reports meeting the requirements of Article 2 (*Seismic Resilience Performance Requirements*) of Division 4 (*Supplemental Design Criteria*) of the Technical Requirements, addressing Site Due Diligence and 50% SD Package deliverables defined therein; and

    d. Study of common utility systems as required in Article 3 (*Common Utility Systems Requirements*) of Division 4 (*Supplemental Design Criteria*) of the Technical Requirements.

11. **Site due diligence deliverables**:

    a. Utility investigation and mapping report for existing on-site utilities that must address as a minimum the following:

        i. On-site utility study to verify whether all existing on-site utilities can be removed and capped at the property limits and identify whether there are existing on-site utilities that need to be relocated either as a result of them serving adjacent properties, or being mainline utilities that transect the Project Site;

        ii. Composite utility drawings of all existing on-site utilities for the Project; and

        iii. Prepare a cut and salvage in place plan for existing SFMTA traction power utility.

    b. Geotechnical report with scope and detail appropriate for a design level, addressing the geoseismic studies necessary to fulfill the requirements of Article 2 (*Seismic Resilience Performance Requirements*) of Division 4 (*Supplemental Design Criteria*) of the Technical Requirements and covering at a minimum a comparable extent of scope and

level of detail as described in the report included in Document 2 (*Geotechnical Report*) of the Reference Documents;

c. Environmental site investigations and report supplemental to the report included in Document 3 (*Phase II Environmental Site Assessment Report*) of the Reference Documents, as necessary to increase the level of certainty and reduce the risks to the Project and to meet applicable regulatory requirements;

d. Report of hazardous building materials related to demolition of the existing facilities at the current Potrero Yard of sufficient scope and detail to allow for scoping and cost estimating the associated demolitions works with sufficient confidence to allocate this risk to the Design-Build Contract contractor;

e. ALTA survey;

f. Noise and vibration measurements as described in Section 1.6.1 (*Site Due Diligence*) of Division 4 (*Supplemental Design Criteria*) of the Technical Requirements; and

g. Surveys and site investigations for other site conditions beyond those described above to increase the level of certainty and reduce the risks to the Project.

12. **Preliminary security assessment**: Developer will provide a risk/threat assessment and narrative to align with City standards and provide recommendations for both physical and electronic security systems;

13. **Code analysis**:

    a. Construction types;

    b. Fire separations;

    c. Exiting / egress; and

    d. Project component separations for each phase of construction.

14. **Data tables**:

    a. Project component area tabulation:

        i. Assignable square footages for each of the program areas;

        ii. Usable square footage for public services, staff resources, office suite(s), and main equipment areas on each floor of each Project component; and

        iii. Gross project component square footage for each floor of each Project component and total for each Project component.

    b. Site and open space data and area tabulation (including rooftop open spaces):

        i. Open space square footage on grade and on roofs and total;

15. **Open space finish and landscape schedule**: Schedule of proposed Project Site and open space finishes, materials, and planting;

16. **Exterior finish schedule**: Schedule of proposed exterior finishes and glazing systems including a photograph and description of type and quality level of each;

17. **Interior finish schedule**: Schedule of proposed interior finishes including a photograph and description of type and quality level of each;
18. **Bus maintenance equipment list**: List of equipment by space with cutsheets and datasheets for each piece of equipment as follows:
    a. Cutsheets shall establish standards of quality, performance, feature, and construction; and
    b. Datasheets shall be for discipline coordination purposes between architectural, structural, mechanical, electrical, plumbing, information technology/communications, and other disciplines as applicable;
19. **Process flow diagrams:** Diagrams showing how all buses, people, non-revenue vehicles, and other vehicles interact in both operational process flow and maintenance process flow diagrams, illustrating how each moves through the Infrastructure Facility;
20. **Pedestrian circulation diagrams**: Diagrams illustrating safe pedestrian movement through the Project and the adjacent public realm; and
21. **Vehicle circulation diagrams**: Diagrams illustrating all major bus and non-revenue movements through, in and out of the Facility, including turn templates on all vehicle turns within the Facility and in the right-of-way.

3.1.2 Design Narrative

The 50% SD Package shall include an initial draft of the design narrative required for the 100% SD Package. The content of the design narrative shall be coordinated with the engineering reports described in Section 3.1.1 (*Drawings and Reports*) to avoid duplication. The design narrative shall be no more than 200 double-sided pages in length and include descriptions of:

1. The proposed design including Project Site and component design character. Describe the proposed siting, massing, Project component character, and landscape design and its relation to its surrounding context;
2. The proposed approach to Project Site and component layout to comply with the Technical Requirements, including ease of way-finding and access, efficient operations, and long-term flexibility that minimizes the need for and cost of future renovations for programmatic changes;
3. The proposed approach to public and private open space design including aesthetic treatment and security, shading or solar, pedestrian safety and lighting;
4. The proposed approach to public right-of-way improvements (including sidewalks and streets) and Project delivery statement reflecting values and policy mission of the SFMTA and addressing the Design Guidelines streetscape requirements;
5. The proposed approach to adherence to the Public Benefit Principles as set forth in Division 8 (*Public Benefit Principles*) of the Technical Requirements and the Housing and Commercial Component technical guidelines as set forth in the Technical Requirements;
6. Locations where public art could be integrated into the Facility;
7. Proposed construction type(s), materials, systems, and access and security:
    a. Project component's finishes and materials;

b. Roofing and waterproofing systems;

c. Structural, mechanical, electrical, plumbing, fire life safety and information technology/communications systems to explain the schematic level engineering plans in more detail;

d. Site elements including plaza, landscape areas, walks, parking areas (car-share and bicycle), fences, recycling, trash and equipment areas and fencing; and

e. General approach to access and security;

8. Proposed sustainability design including:

   a. Sustainability strategy and plan for the Project to meet Project and City requirements (for example, including storm water management);

   b. Energy efficiency including passive/active energy conservation strategies and design documents and how the load of the BEB Charging Infrastructure will be managed;

   c. LEED/ sustainable design report including LEED and Green Building checklists and scorecard;

   d. Healthy work environments; and

   e. Other design requirements per Chapter 7 of the San Francisco Environment Code.

9. Battery electric bus charging equipment and infrastructure plan and details;

10. Information technology and communications systems and infrastructure: provide a program and scope analysis addressing the allocation of responsibilities as defined in Section 2.2 (*Information Technology, Communications, and Security Systems*) of Division 1 (*Cost and Scope Allocation Requirements*) of the Technical Requirements;

11. Transportation demand management (TDM) approach for the Project, including detailed physical attributes of the Project included in TDM planning;

12. Environmental review in compliance with CEQA: Adherence to the established range of impacts discussed and disclosed through the Draft EIR. Completion of the checklist and required summary comments as provided by the Environmental Planning Division of the Planning Department.

3.1.3 Specifications

The 50% SD Package shall include outline specifications as an update to those submitted in the Technical Proposal. The outline specifications shall be organized in Uniformat II or CSI-Master Format building elements and related sitework. Specifications must identify all systems proposed to be used in the Project. Specifications must also fully integrate the SFPW General Requirements set forth in Division 10 (*SFPW Div 01 General Requirements for Construction*) of the Technical Requirements, as well as the standard construction measures set forth in Division 11 (*SFPW Standard Construction Measures*) of the Technical Requirements. Any proposed deviations shall be presented with the 50% SD Package and shall be subject to the City's review and approval.

3.1.4 Cost, Schedule, and Risk

The 50% SD Package shall include the Lead Developer's cost estimates for all DB and IFM costs within the Fixed Budget Limit and for the Allowances, a risk register that includes a quantitative analysis of risk (as set forth in the Cost and Risk Management Plan per the requirements in Section 2.2.2.3 (*Cost and Risk Management Plan*)), and a Project Schedule (as set forth in the Project Schedule section of the PMP per the requirements in Section 2.1.1.1 (*Project Schedule*)).

In the case that the Lead Developer proposes for the PPC to self-perform the IFM scope of work, Lead Developer shall include in the 50% SD Package its market testing and benchmarking analysis of all IFM costs to ensure that the pricing is competitive in the market (as set forth in the Asset Management Program Development Plan per the requirements in Section 2.2.2.4 (*Asset Management Program Development Plan*)).

3.2 100% SD Package

The purpose of the 100% SD Package is for the Lead Developer to progress the design in the 50% SD Package to a greater level of detail with input from and in coordination with the City, to finalize the scopes of work set forth as Allowances for their inclusion in the FBL prior to the Design-Build RFP and IFM RFP, and to demonstrate compliance with the Technical Requirements. The 100% SD Package shall serve as the bidding documents for Design-Build Contract and IFM Contract to achieve cost certainty conforming with the provisions set forth in Section 2.5 (*Fixed Budget Limit; Adjustments; Allowances; Submittals*) and Section 6.15 (*Pricing and Fixed Budget Limit; Determining the Final Price*) of the Agreement.

The 100% SD Package shall incorporate community input through the outreach program (per the processes set forth in the LD Outreach Plan per the requirements in Section 2.2.3.1 (*LD Outreach Plan*)) and shall be coordinated with the CEQA documents (per the processes set forth in the Lead Developer's CEQA and General Regulatory Approvals Plan per the requirements in Section 2.2.3.2 (*Entitlements and General Regulatory Approvals Plan*)).

The Lead Developer shall prepare and submit the 100% SD Package to the City for review and approval in accordance with the corresponding Performance Milestones indicated in Appendix B-1. The City will review and approve the 100% SD Package based on conformance with the Agreement and the Technical Requirements. At a minimum, the 100% SD Package shall consist of drawings and reports, specifications, BIM model, and a cost estimate demonstrating compliance with the Fixed Budget Limit, the Allowances, schedule, and risk register, the requirements for which are stated herein and also set forth below.

3.2.1 Drawings and Reports

The 100% SD Package shall include a drawing set and certain reports appropriate for inclusion in both the Design-Build RFP and IFM RFP. The 100% SD Package shall include, as a minimum, the drawings and reports listed below. The drawing sheets shall be 34 x 22 inches (or another sheet size, by mutual agreement of the City and the Lead Developer), oriented north-up, be hard lined to scale with dimensions and materials clearly noted.

Based on the Lead Developer's BEP model development requirements and specifications, the 100% SD Package drawings shall be developed from the corresponding BIM models. The BIM Deliverables described in Section 3.3 (*BIM Requirements for 50% SD and 100% SD Packages*) shall be included in the 100% SD Package. At a minimum, the 100% SD Package shall include:

1. **Cover sheet**: Cover sheet with a rendering, project team, and architect contact information;
2. **Basis of design**: Primary document that translates, without exceptions, qualifications, or exclusions, the Technical Requirements into the Facility's components;
3. **Vicinity plan**: Site plan at 1"=100' scale showing entire Project Site and surrounding streets, proposed project including Project component footprints, plaza, parking, vehicular, and pedestrian access, and landscape concept. Color code Project components;
4. **Construction sequencing plan**: As required to support regulatory approvals required during the PDA Term, site plan at a scale 1"= 30'-0" showing entire Project Site in each phase of construction with existing and proposed Project component footprints, parking, vehicular, and pedestrian access. Color code Project component;
5. **Site plans**: Site plans at a scale 1"= 30'-0" of the Project components with building footprints, surrounding sidewalks and streets, public and private open spaces, parking, loading, and equipment areas, and exterior lighting, and street and sidewalk improvements. Show landscaping, drainage and stormwater management systems, utility layout and points of connection, and sustainability features (e.g., solar panels) in accordance with the Technical Requirements. Show locations of pedestrian and vehicle access points, Project Site circulation diagrams, and turning templates for all SFMTA revenue and non-revenue vehicles. Show topographic elevations of Project component entrances, proposed Project Site contours at one-foot intervals, Project Site grading, driveway curb cuts, and pedestrian curb ramps as needed for disabled access to Project components;
6. **Renderings**: Three 3D views that clearly illustrate the relationship of the proposed Project to adjoining streets and surrounding context. Surrounding elements do not need to be photo-realistic but must accurately convey the bulk, scale and character of the surrounding area;
7. **Elevations**: Rendered exterior elevations at 1/16" overall elevations for each Project component that illustrate the proposed massing and height, fenestration, materials, and related architectural elements including signage and public art integration;
8. **Sections**: At least two building sections through the various Project components at 1/16" that illustrate major spaces, including bus maintenance and parking areas, as well as, vertical circulation elements, any roof top equipment, and screening. Show heights equipment and clearances including floor and roof datums and floor to floor heights building equipment, overhead trolley wires, and BEB overhead infrastructure and vertical clearances;
9. **Floor and roof plans**: Floor plans at a 1/8" scale plan of each floor in each Project component and roof plan for each. Show structural gridlines and their dimensions, as well as overall dimensions of the building exterior envelope on each level. Show all entrances and circulation, program spaces and necessary mechanical, electrical, plumbing, telecommunication spaces in each Project component and any proposed roof top equipment. Plans shall address all the program and functional requirements set out in the Technical Requirements. For the Bus Yard Component, the plans shall indicate the turning templates for all SFMTA revenue and non-revenue vehicles. Show all open spaces, including rooftop;

10. **Engineering plans and reports**: Structural, mechanical, electrical, plumbing, civil, equipment, fire protection, information technology/communications, and other engineering plans at the appropriate 100% SD Package level of design in coordination with the architectural design and commensurate with the cost estimates, project schedule, and risk analysis that are required for this Design Deliverables package. The engineering plans shall, at a minimum, be sufficiently developed to identify the approach to the respective building systems, identify all physical spaces and distribution spaces and elements, and address the relevant provisions of the Technical Requirements. At a minimum, the engineering plans shall address:
    a. **Structural systems**: Structural system design documents, including drawings, sketches and descriptions, with particular attention, but not limited to, the (i) requirements of Article 2 (*Seismic Resilience Performance Requirements*) of Division 4 (*Supplemental Design Criteria*) of the Technical Requirements, addressing 100% SD Package deliverables defined therein, and (ii) design of the structure supporting the HCC over the BYC;
    b. **Mechanical and energy systems**: Mechanical system design narrative and drawings conveying design concepts, sustainable features, energy efficiency strategies, sustainable power generation systems including drawings, sketches, descriptions, and other details, including underfloor air distribution, and system redundancy. If a district system approach has been taken, include plans and reports for the selected system;
    c. **Plumbing and fire protection systems**: Plumbing and fire protection system design documents, including drawings, sketches and descriptions;
    d. **Electrical and lighting systems**: Electrical distribution systems, lighting design documents, and emergency backup power systems, including drawings, sketches and descriptions;
    e. **Fire protection systems**: Fire protection backflow preventor, riser and standpipe locations, and fire protection sprinkler head layout;
    f. **Information technology, communication, and security systems**: Communication and security system documents, including diagrams, sketches and descriptions, addressing the allocation of responsibilities defined in Section 2.2 (*Information Technology, Communications, and Security Systems*) of Division 1 (*Cost and Scope Allocation Requirements*) of the Technical Requirements;
    g. **Building automation systems**: Building automation systems documents, including drawings, sketches and descriptions;
11. **Noise and vibration report**: include the reports and Engineering Analysis described in Article 1 (*Supplemental Noise and Vibration Requirements*) of Division 4 (*Supplemental Design Criteria*) of the Technical Requirements, addressing 100% SD Package deliverables defined therein;
12. **Geotechnical Baseline Report**: include a Geotechnical Baseline Report as the basis for geotechnical risk allocation contemplated in Appendix F of the Agreement; the Geotechnical Baseline Report shall be prepared on the basis of the site due diligence reports submitted with the 50% SD Package, shall be developed in coordination and by mutual agreement with the City, and shall comply with the most recent edition of the American Society of Civil

Engineer's "*Geotechnical Baseline Reports for Construction: Suggested Guidelines*" by Randall J. Essex, P.E., at Geotechnical Baseline Reports for Construction | Books (ascelibrary.org);

13. **Security countermeasure assessment**: Developer will provide a risk/threat assessment and narrative to align with City standards and provide recommendations for both physical and electronic security systems;
14. **Code analysis:**
    a. Construction types;
    b. Fire separations;
    c. Exiting / egress; and
    d. Project component separations for each phase of construction;
15. **Data tables**:
    a. Project component area tabulation:
        i. Assignable square footages for each of the program areas;
        ii. Usable square footage for public services, staff resources, office suite(s), and main equipment areas on each floor of each Project component; and
        iii. Gross project component square footage for each floor of each Project component and total for each Project component;
    b. Site and open space data and area tabulation (including rooftop open spaces):
        i. Open space square footage on grade and on roofs and total;
16. **Site and open space finish and landscape schedule:** Schedule of proposed Project Site and open space finishes, materials, and planting;
17. **Exterior finish schedule:** Schedule of proposed exterior finishes and glazing systems including a photograph and description of type and quality level of each;
18. **Interior finish schedule:** Schedule of proposed interior finishes including a photograph and description of type and quality level of each;
19. **Furniture, fixtures, and equipment schedule for BYC office/administrative and training facility spaces**: Schedule of proposed furniture, fixtures and equipment defining the quantities and performance requirements of each;
20. **Typical wall sections, window / curtain wall details, and interior and exterior details;**
21. **Partition type details;**
22. **Demolition plan:** Site plan showing demolition of the existing facilities and shoring, as applicable;
23. **Bus maintenance equipment list:** List of equipment by space with cutsheets and datasheets for each piece of equipment as follows:
    a. Cutsheets shall establish standards of quality, performance, feature, and construction; and

b. Datasheets shall be for discipline coordination purposes between architectural, structural, mechanical, electrical, plumbing, information technology/communications, and other disciplines as applicable;

24. **Process flow diagrams:** Diagrams showing the how all buses, people, non-revenue vehicles, and other vehicles interact in both operational process flow and maintenance process flow diagrams, illustrating how each moves through the Infrastructure Facility;
25. **Pedestrian circulation diagrams**: Diagrams illustrating safe pedestrian movement through the Project and the adjacent public realm; and
26. **Vehicle circulation diagrams**: Diagrams illustrating all major bus and non-revenue movements through, in and out of the Facility, including turn templates on all vehicle turns within the Facility and in the right-of-way.

3.2.2 Design Narrative

The 100% SD Package shall include a design narrative appropriate for inclusion in both the Design-Build RFP and IFM RFP. The content of the design narrative shall be coordinated with the engineering reports described in Section 3.2.1 (*Drawings and Reports*) to avoid duplication. The design narrative shall be no more than 200 double-sided pages in length and include, as a minimum, descriptions of:

1. The proposed design including Project Site and component design character. Describe the proposed siting, massing, Project component character, and landscape design and its relation to its surrounding context;
2. The proposed approach to Project Site and component layout to comply with the Technical Requirements, including ease of way-finding and access, efficient operations, and long-term flexibility that minimizes the need for and cost of future renovations for programmatic changes;
3. The proposed approach to public and private open space design including aesthetic treatment and security, shading or solar, pedestrian safety and lighting;
4. The proposed approach to public right-of-way improvements (including sidewalks and streets) and Project delivery statement reflecting values and policy mission of the SFMTA and addressing the Design Guidelines streetscape requirements;
5. The proposed approach to adherence to the Public Benefit Principles as set forth in Division 8 (*Public Benefit Principles*) of the Technical Requirements and the Housing and Commercial Component technical guidelines as set forth in the Technical Requirements;
6. Locations where public art could be integrated into the Facility;
7. Proposed construction type(s), materials, systems, and access and security:
   a. Project component's finishes and materials;
   b. Roofing and waterproofing systems;
   c. Structural, mechanical, electrical, plumbing, fire life safety and information technology/communications systems to explain the schematic level engineering plans in more detail;

d. Site elements including plaza, landscape areas, walks, parking areas (car-share and bicycle), fences, recycling, trash and equipment areas and fencing; and

e. General approach to access and security;

8. Proposed sustainability design including:

   a. Sustainability strategy and plan for the Project to meet Project and City requirements (for example, including storm water management);

   b. Energy efficiency including passive/active energy conservation strategies and design documents and how the load of the BEB Charging Infrastructure will be managed;

   c. LEED/ sustainable design report including LEED and Green Building checklists and scorecard; and

   d. Healthy work environments;

   e. Other design requirements per Chapter 7 of the San Francisco Environment Code

9. Battery electric bus charging equipment and infrastructure plan and details;

10. Information technology and communications systems and infrastructure: provide a program and scope analysis addressing the allocation of responsibilities as defined in Section 2.2 (*Information Technology, Communications, and Security Systems*) of Division 1 (*Cost and Scope Allocation Requirements*) of the Technical Requirements;

11. Transportation demand management (TDM) approach for the Project, including detailed physical attributes of the Project included in TDM planning;

12. Environmental review in compliance with CEQA: Adherence to the established range of impacts discussed and disclosed through the Draft EIR. Completion of the checklist and required summary comments as provided by the Environmental Planning Division of the Planning Department.

3.2.3 Specifications

The 100% SD Package shall include: draft specifications; calculations; furniture, fixtures, and equipment list; list of any proposed deviations from the Technical Requirements; and, must fully integrate the SFPW General Requirements set forth in Division 10 (*SFPW Div 01 General Requirements for Construction*) of the Technical Requirements, as well as the standard construction measures set forth in Division 11 (*SFPW Standard Construction Measures*) of the Technical Requirements. Any proposed deviations shall be presented with the 100% SD Package and shall be subject to the City's review and approval.

3.2.4 Cost, Schedule, and Risk

The 100% SD Package shall include the Lead Developer's cost estimates for all DB and IFM costs within the Fixed Budget Limit and a risk register that includes a quantitative analysis of risk (as set forth in the Cost and Risk Management Plan per the requirements in Section 2.2.2.3 (*Cost and Risk Management Plan*)), and a Project Schedule (as set forth in the Project Schedule section of the PMP per the requirements in Section 2.1.1.1 (*Project Schedule*)).

Unless otherwise agreed by the City in its sole discretion, the cost estimates for the FBL provided with the 100% SD Package shall fully incorporate into the FBL the Allowances further described in Attachment 2 (*Basis and Formats for Cost Submittals*) of this Appendix B-2 and set forth in Lead Developer's submittal for FS Form D, with the exception of escalation and insurance. No further allowances will be set forth in the cost estimates provided with the 100% SD Package, unless specifically agreed to by the City.

In the case that the Lead Developer proposes for the PPC to self-perform the IFM scope of work, Lead Developer shall include in the 100% SD Package its market testing and benchmarking analysis of all IFM costs to ensure that the pricing is competitive in the market (as set forth in the Asset Management Program Development Plan per the requirements in Section 2.2.2.4 (*Asset Management Program Development Plan*)).

3.3 BIM Requirements for 50% SD and 100% SD Packages

The Lead Developer must deliver as part of each Performance Milestone associated with the Design Deliverables, as described in Section 3.1 (*50% SD Package*) and Section 3.2 (*100% SD Package*), an integrated BIM 3D model that will be used, at a minimum, as a parametric design tool showing floor to floor heights, MEP plant space with height requirements, vertical zones for building components and distribution pathways including, but not limited to, structural, major MEP distribution, and bus maintenance equipment. The BIM model shall also allow for extraction of quantities to support cost estimates and related activities.

The BIM model shall be developed according to the BEP and OIR as set forth in Section 2.2.2.2 (*BIM Execution Plan*) and shall be developed to support and be consistent with both the Design-Build RFP and IFM RFP as set forth in Section 2.2.4 (*Contractor Procurement Work Stream*).

The minimum level of detail associated with the Design Deliverables described in this Article 3 (*Design Deliverables*) shall be as follows, unless agreed otherwise by the Lead Developer and the City:

1. 50% SD Package: BIM level of detail 200; and
2. 100% SD Package: BIM level of detail 200.

4 Software Requirements

The Lead Developer shall prepare documents it is required to develop under the Agreement in the following software applications:

1. Clash Detection, Autodesk Navisworks 2017;
2. Text documents on Microsoft Word 2013;
3. Spreadsheet documents on Microsoft Excel 2013;
4. Database information on Microsoft Access 2013;
5. Graphics on Adobe Creative Cloud Suite 2017;
6. BIM software as outlined / defined in the BEP – for example, Revit;

7. Project Schedule in Primavera 6; and
8. Estimating software at the discretion of the Lead Developer.

5 Document Control

The Lead Developer shall utilize a document control system to share information, manage flow of documents, and establish protocols for communications and the review and approval of documents.

The City may provide the Lead Developer with certain templates, artwork, and style guidelines, and other relevant instructions for preparing and submitting the Design Deliverables, reports, presentations, and other materials described in Appendix B-1. The Lead Developer shall ensure that all such deliverables comply with such guidance if and when the City expressly requires it in writing.

The Lead Developer shall maintain a secure online document control storage and file sharing website that is accessible to the City, includes a document control log for all controlled documents and deliverables, and provides the following information for those documents and deliverables: their dates and descriptions of revisions, dates of their review and approval by the City acting as a Regulatory Agency, and dates of their review and approval by the City acting in its proprietary capacity under the Agreement.

The document control log shall be stored online in a format accessible for review by the Lead Developer and the City, and shall be updated at least weekly. The Lead Developer shall provide licenses to allow all City users to access and for use the document control systems.

The Lead Developer shall deliver to the City one camera-ready copy in electronic format via a channel to be provided by the City and a number of hard copies to be determined by the Parties during the PDA Term of certain deliverables (e.g., drawing sheets) as determined during the PDA Term and as described for Lead Developer's delivery to the City in Appendix B-1, unless otherwise directed by the City. The Lead Developer shall be responsible for printing such deliverables.

The City strongly encourages the use of electronic submittals, recycled materials and duplex printing (whenever possible) for all deliverables and presentation materials throughout the duration of the PDA Term. The Lead Developer shall be responsible for the quality management of these printed deliverables in terms of print quality and quantity.

The Lead Developer shall submit deliverables to the City Project Manager for distribution. The City Project Manager shall handle the distribution of all the required copies of the deliverables(s), including all documents and their appendices, to the appropriate parties representing City. The LD Project Manager shall be responsible for coordinating with the City Project Manager to ensure that all such deliverables are posted to the online storage site referenced above.

The Lead Developer shall submit deliverables electronically in the original format of all products and in supplemental formats for specific types of deliverables, as follows, unless noted otherwise in this Appendix B-2 or unless otherwise directed by the City:

9. Drawing files in PDF (searchable, bookmarked, non-scanned wherever possible) 34 x 22 (full size) or 17 x 11 (half size) page format, as applicable
10. E-mail, letters, spreadsheets, and charts in Microsoft Office format (Outlook, Word, Excel, PowerPoint) and PDF (searchable, non-scanned wherever possible) format
11. Other documents, pictures, graphs, and like items, in PDF (searchable, non-scanned wherever possible) format (TIF or JPEG as an alternative)

The Project Documents and all submittals, change proposals, schedules, meeting minutes, reports, and other required deliverables and materials generated by the Lead Developer and shared with City, shall be prepared in searchable (non-scanned wherever possible) PDF format. All printed material submitted must have a corresponding electronic file submitted the online storage site as a controlled document.

Attachment 1 - Basis for the Financial Model and the Pro Forma

Part 1 Basis for Financial Models and Pro Formas

Lead Developer must adopt the assumptions in the tables set forth below as a basis for the Financial Model (**Table E-1**) and the Pro Forma (**Table E-123**). The Lead Developer is required to list these assumptions in the Finance Plan and confirm that they are being used in the Financial Model and the Pro Forma.

Table E-1: Basis for Infrastructure Facility's Financial Model

Title	Contents
Base Date	As defined in the Agreement.
Financial Closing Date of the Infrastructure Facility	The financial closing date to be assumed for the Financial Model is the one indicated in the Financial Proposal, unless otherwise mutually agreed by the Parties, but in no case later than the latest date set forth in the Agreement.
Scheduled Substantial Completion Date of the Infrastructure Facility	The Scheduled Substantial Completion Date for the Infrastructure Facility to be assumed in the Financial Model is the one indicated in the Financial Proposal unless otherwise mutually agreed by the Parties but in no case later than the latest date set forth in the Agreement
First Operating Year	First operating year to be assumed in the Financial Model starts at the Scheduled Substantial Completion Date and ends twelve months later.
Infrastructure Facility Term	The Project Agreement has an expiration date of 30 years from the Scheduled Substantial Completion Date of the Infrastructure Facility (i.e., construction period plus 30 years).
Currency	Prices are to be submitted in United States Dollars.
Inflation	The inflation index to be assumed is at a rate of 3% per annum (index-linked), unless otherwise mutually agreed by the Parties.
Discount Rate	For purposes of NPV calculations, an annual discount rate of 6% to the Base Date will be used in all cases.
Commencement of Billing Period	For financial modeling purposes only, including NPV calculation, the "billing period" means each quarter of a contract year. The first billing period of the first contract year will begin on the Scheduled Substantial Completion Date of the Infrastructure Facility. The last billing period of the last contract year will end on the last day of the Infrastructure Facility Term.
Payment Date	For financial modeling purposes only, including NPV calculation, payments by the City are assumed to be made on the last day of the month following the last month of the quarter.
Milestone payment	Unless otherwise directed by the City during the PDA Term at its sole discretion, for financial modeling purposes only, Lead Developer must assume that the City will pay, upon the Scheduled Substantial Completion Date of the Infrastructure Facility and in accordance with the

Title	Contents
	Agreement, a milestone payment in an amount equal to 40% of the aggregate of (a) the BYC's cost; (b) the City's pro rata share of the Common Infrastructure cost; (c) the City's pro rata share of the LD Predevelopment Costs; and (d) the pro rata share of the City's Predevelopment Costs. The pro rata amounts shall be calculated using the PCIC.
PCIC	The Financial Model must clearly show how the PCIC is correctly applied to all relevant cost inputs, consistent with Division 1 (*Cost and Scope Allocation Requirements*) of the Technical Requirements.
General Reporting Requirements	Lead Developer may be asked to provide summary materials/reports as extracts from the Financial Model to assist the City with the approval process for the Project and/or its reporting obligations.

Table E-2: Basis for Pro Forma

Title	Contents
Base Date	As defined in the Agreement.
Financial Closing Date of the HCC	The financial closing date for the Pro Forma is the one indicated in the Financial Proposal unless otherwise mutually agreed by the Parties, provided that such financial closing date allows sufficient time for the HCC to reach Substantial Completion within the period described in Section 2.1 (*Predevelopment Approach)* of the Agreement. If Lead Developer plans multiple HCC sub-components, their corresponding financial closing dates shall be indicated.
Scheduled Substantial Completion Date of the HCC	The Scheduled Substantial Completion Date for the Pro Forma is the one indicated in the Financial Proposal unless otherwise mutually agreed by the Parties but in no case later than the date described in Section 2.1 (*Predevelopment Approach)* of the Agreement. In addition, the HCC's Scheduled Substantial Completion Date must be such that the HCC meets (1) the applicable Project Objectives, (2) the Technical Requirements, and (3) must be developed in a manner that meets the HCC Interface Requirements as defined in the Agreement. If Lead Developer plans multiple HCC sub-components, their corresponding Scheduled Substantial Completion Dates shall be indicated.
First Operating Year	First operating year to be assumed in the Pro Forma starts at the Scheduled Substantial Completion Date and ends twelve months later.
Housing Term	The Agreement has an expiration date of 75 years from the date of Financial Close, with the option of a 24-year extension if accepted by the City.
Currency	Amounts are to be submitted in United States Dollars.

Title	Contents
Inflation and Other Underwriting Assumptions	The inflation index to be assumed for any market rate component of the HCC is a rate of 3% per annum (index-linked), unless otherwise mutually agreed by the Parties. For the affordable housing component of the HCC, refer to the standard Policies and Guidelines (including underwriting guidelines) adopted by MOHCD: https://sfmohcd.org/housing-development-forms-documents
PCIH	The Pro Forma must clearly show how the PCIH is correctly applied to all relevant cost inputs, consistent with Division 1 (*Cost and Scope Allocation Requirements*) of the Technical Requirements.
General Reporting Requirements	Lead Developer may be asked to provide summary materials/reports as extracts from the Pro Forma to assist the City with the approval process for the Project and/or its reporting obligations.

Part 2 Financial Model and Pro Forma Submittal Requirements

Financial Model

Submit an electronic file developed in MS Excel that generates Infrastructure Facility financial projections, with the appropriate application of the PCIC to the Common Infrastructure costs.

The Financial Model must not include any disclaimers, qualifications, or exclusions. It must meet the requirements in **Table E-3** below and must allow the viewer access to all internal formulas, data, and assumptions together with a PDF of all model sheets.

Table E-3: Financial Model Requirements

Title	Contents
1. General Financial Model Requirements	The Financial Model requirements are as follows, unless otherwise mutually agreed by the Parties: a. Provide financial projections (cost and revenue projections) on a monthly basis from the financial closing date to the Scheduled Substantial Completion Date of the Infrastructure Facility and on a quarterly basis from the Scheduled Substantial Completion Date of the Infrastructure Facility to the end of the Infrastructure Facility Term b. Assume fiscal year for financial projections consistent with the Scheduled Substantial Completion Date of the Infrastructure Facility c. Be expressed in United States Dollars d. Include a print option macro e. Do not incorporate any password protection (or the password protection must be disclosed to the City) f. Do not include hidden sheets or areas g. Must not contain any circular references or balancing numbers and no input numbers in the calculation worksheets h. Use a start date for the Project that corresponds to the Base Date i. Functionality to include taxation, as indicated below
2. Specific	The Financial Model must show the following:

Title	Contents
Financial Model Requirements	a. Details of sources and uses of funds during construction, both in nominal and NPV terms for the BYC and the pro-rata share of the Common Infrastructure and the LD Predevelopment Cost b. Details of sources and uses of funds during operations, both in total nominal and NPV terms for both the Bus Yard Component and of the Common Infrastructure (for the latter showing 100% of the value and the value after application of the PCIC) The Financial Model must, at a minimum, include the following: c. Assumption schedules d. All costs included in the FBL and the Allowances, with the appropriate application of the PCIC for the Common Infrastructure costs and the LD Predevelopment Cost: i. Capital and operating costs ii. Life-cycle/replacement cost schedule e. Taxation, as applicable and that is not otherwise included in the Infrastructure Facility's DB and IFM costs f. Construction payments g. Payment mechanism h. A scenario control sheet Outputs are as follows: i. In a separate sheet, a schedule of quarterly and annual Availability Payments, both in real (uninflated) and nominal (inflated) terms j. In a separate sheet, the funding structure, with funding schedules that specify the expected debt repayment dates and the amount of debt service (broken down by principal, interest, and other fees), in nominal terms only, to be repaid k. The calculation of Project returns for the Infrastructure Facility l. Projected income statements m. Projected balance sheet n. Cash flow projections o. Comprehensive cash waterfall in order of seniority (which must be consistent with any funding term sheets)
3. Outputs	The Financial Model must, at a minimum, produce the following outputs: a. Project internal rate of return, in both real terms and nominal terms, on a pre-tax and post-tax basis b. Return on equity and sub-debt, in both real terms and nominal terms, and a blended equity return, that incorporates all sub-senior debt finance c. Debt-to-equity ratio at the time of the Financial Close and at the Scheduled Substantial Completion Date, defined as total financial debt divided by total shareholders' funds d. Drawdown schedule, including dates and amounts for all sources of finance on a monthly basis

Title	Contents
	e. Weighted average cost of capital at the Financial Close f. Annual debt service coverage ratio and loan life cover ratio for each year of the debt term, with minimum and average ratios The precise timing of equity investments and details of the phasing, if appropriate, is as follows: g. The annual Availability Payment and its NPV over the term, assuming no deductions, discounted at the rate indicated in **Table E-1**, which may be changed as the City's capital investment projects discount rate is modified over time h. Summary financial statements, in nominal terms only, for each year of the Term, in accordance with Generally Accepted Accounted Practice

In addition to the requirements set forth above, each submittal of the Financial Model must also include a detailed and comprehensive report (separate from the Financial Model), including, at a minimum, the following:

1. Instructions for using the Financial Model, as follows:
    a. How changes to input variables should be entered
    b. How to run the model following changes to inputs
    c. How to run sensitivities
    d. A detailed description of the macros and their functionalities:
        i. Reasons why this macro is used
        ii. Which operations and functions are accomplished through the macro
        iii. Which cells are modified by the macro
        iv. The macro's results
        v. Explanation of how the optimization is carried out, particularly with regard to input modifications
    e. How to print key reports and the entire model
    f. Details of the optimization procedure(s)
    g. How the model is built, including (i) contents list of sheets and data contained within; and (ii) details of complex or unusual formulae
2. Full details of all inputs and assumptions used in the Financial Model, as follows:

a. For each source of finance: the drawdown timetable; grace period; repayment schedules; debt maturity profile; costs of finance, including margins and fees and all success fees; and any variations to margins or fees over the life of the loans
b. Cost assumptions, including up-front development, design, and construction costs; operation and maintenance costs; and life- cycle/replacement costs, inclusive of reserve accounts, etc.
c. Macro-economic assumptions, including interest, and inflation rates
d. Taxation assumptions, including assumptions made in relation to applicable tax liabilities and recoverability
e. Accounting policies, including depreciation by asset type, and working capital requirements
f. All other assumptions that have been necessary in constructing the Financial Model

To preserve the necessary transparency in terms of assumptions and returns, the inputs and assumptions data must be consistent with, and reconcile to, the previously submitted financial model.

Pro Forma

Submit an electronic file constructed in MS Excel that generates Housing and Commercial Component's financial projections based on the HCC's costs and the PCIH applied to the Common Infrastructure cost and to the LD Predevelopment Cost. If the HCC is structured as multiple transactions or sub-components (e.g. 100% affordable + market rate/mixed income), then provide complete Pro Formas for each separate transaction or sub-component.

The Pro Forma must meet the requirements in Table E-4 and must allow the viewer access to all internal formulas, data, and assumptions together with a PDF of all model sheets.

Table E-4: Pro Forma Requirements

Title	Contents
1. General Pro Forma Requirements	The Pro Forma requirements are as follows: a. Provide financial projections (cost, revenue, expense and disposition projections) on a monthly basis from the Financial Close to the Scheduled Substantial Completion Date of the HCC and on a quarterly basis from the Scheduled Substantial Completion Date of the HCC to the end of the Housing Term and/or to any projected disposition value of the interest in the HCC b. Assume fiscal year for financial projections consistent with the Scheduled Substantial Completion Date of the HCC c. Be expressed in United States Dollars d. Include a print option macro e. Not incorporate any password protection (or the password protection must be disclosed to the City) f. Not include hidden sheets or areas g. Not contain any circular references or balancing numbers and no input numbers in the calculation worksheets h. Use a start date for the Project that corresponds to the Base Date i. Functionality to include taxation, as indicated below
2. Specific Pro Forma Requirements	The Pro Forma must show, to the extent applicable, each of the subcomponents (e.g., market-rate/mixed-income housing, 100% affordable housing) of the HCC reflecting the Lead Developer's approach. Indicate which subcomponent the commercial element would fall within. Provide the following: a. Sources and uses budget for the total development costs of the HCC including the HCC's pro rata shares of Common Infrastructure and the LD Predevelopment Cost b. Include sources and uses for the commercial component of the HCC consistent with MOHCD's commercial space guidelines (https://sfmohcd.org/housing-development-forms-documents) c. Details of sources and uses of funds during construction d. 1st full year housing operating budget including details of revenues, expenses, capital reserves, net operating income, debt service, and cash flow after debt service during operations. Provide nominal amounts over time and stabilized annual budget in today's dollars and nominal dollars as of projected stabilization date. For affordable housing components of the HCC, ensure compliance with MOHCD policies, procedures, and underwriting guidelines (https://sfmohcd.org/housing- development-forms-documents) e. A 20-year cash flow that includes:

Title	Contents
	i. Rental income ii. Operating expenses reflecting full costs to operate the HCC, hard debt service, reserves deposits, and all residual receipts waterfall distributions, including any land value returned to the SFMTA; the operating budget should exclude support services such as case management and counseling but may include one full-time equivalent services coordinator/connector for low income units; highlight any innovative operating cost controls and their relationship to the leveraging of conventional debt iii. If commercial spaces are to be included within an affordable subcomponent of the HCC, sufficient lease revenue from commercial space leases to cover their operating costs including reserves pursuant to MOHCD's underwriting guidelines f. A budget for resident services that includes: (i) services staffing information (number of FTEs, type of services staff, roles of services staff) for low income units - see Section 3.2 (*Resident Services*) of Division 6 (*Program for the Housing and Commercial Component*) of the Technical Requirements for further information regarding required resident services; and (ii) proposed services funding sources. The Pro Forma must, at a minimum, include the following: g. Assumption schedules h. Taxation, as applicable and that is not otherwise included in the HCC's DB and Property Management costs i. Construction payments j. Revenue streams k. A scenario control sheet Outputs are as follows: l. In a separate sheet, the proposed funding structure, with funding schedules that specify the expected debt financing, refinancing, and/or repayment dates, and the associated amounts of debt service (broken down by principal, interest, and other fees), in nominal terms only m. The calculation of project returns for the Housing Project Company n. Projected income statements o. Projected balance sheet p. Cash flow projections q. Comprehensive cash flow waterfall in order of seniority (which must be consistent with any funding term sheets)

Title	Contents
3. Outputs	The Pro Forma must, at a minimum, produce the following outputs: a. Project internal rate of return, in both real terms and nominal terms, on a pre-tax and post-tax basis, if applicable b. Return on cost c. Return on equity, in both real terms and nominal terms, if applicable d. Drawdown schedule, including dates and amounts for all sources of finance on a monthly basis
	e. Target returns/weighted average cost of capital f. Annual debt service coverage ratios, and loan life cover ratio for each year of the debt term, with minimum and average ratios g. Any other ratios that are considered relevant to the proposed financial structure, financial covenants or financing agreements h. The precise timing of equity investments and details of the phasing, if appropriate 1. The percentage of affordable units, breakdown of units by bedroom, i. AMI level, rent and utility allowance j. The PCIH applied to the appropriate costs allocated to the Housing Project Company and their NPV over the Housing Term k. Summary financial statements, in nominal terms only, for each year of the Term, in accordance with Generally Accepted Accounted Accounting Principles, if applicable

AMI = Area Median Income
O&M = operations and maintenance

In addition to the requirements set forth above, each submittal of the Pro Forma(s) must also include a detailed and comprehensive booklet (separate from the Pro Forma), including, at a minimum, the following:

1. Instructions for using the Pro Forma(s), as follows:
    a. How changes to input variables should be entered
    b. How to run the model following changes to inputs
    c. How to run sensitivities
    d. Detailed description of any macros and their functionalities:
        i. Reasons why this macro is used
        ii. Which operations and functions are accomplished through the macro
        iii. Which cells are modified by the macro
        iv. The macro's results
        v. Explanation of how the optimization is carried out, particularly with regard to input modifications

e. How to print key reports and the entire model

f. Details of the optimization procedure(s)

g. How the model is built, including (i) contents list of sheets and data contained within; and (ii) details of complex or unusual formulae

2. Full details of all inputs and assumptions used in the Pro Forma, as follows:

a. For each source of finance: the drawdown timetable; grace period; repayment schedules; debt maturity profile; costs of finance, including margins and fees and all success fees; and any variations to margins or fees over the life of the loans

b. Development cost assumptions, such as hard costs, soft costs, contingency factors, lease-up costs/deficits

c. Operating assumptions, including revenue assumptions such as unit mix, rental rates, lease-up absorption, stabilized occupancy rates, other income, concessions, bad debt,; operating expense assumptions such as payroll, repairs and maintenance, utilities, general and administrative, management fee, etc.; and capital reserve assumptions

d. Macro-economic assumptions, including interest, and inflation rates

e. Taxation assumptions, including assumptions made in relation to applicable tax liabilities and recoverability, if applicable

f. Accounting policies, including depreciation by asset type, and working capital requirements

g. All other assumptions that have been necessary in constructing the Pro Forma

To preserve the necessary transparency in terms of assumptions and returns, the inputs and assumptions data must be consistent with, and reconcile to, the previously submitted pro forma.

Attachment 2 - **Basis and Formats for Cost Submittals**

Part 1 Basis for Cost Estimates

The Base Date for all cost estimates is as defined in the Agreement.

Costs for each Project component will be developed and presented by Lead Developer separately from each other to allow for full transparency and accountability of cost allocations.

The DB and IFM costs for the Common Infrastructure must be developed and presented by Lead Developer for the full scope of that Project component. Application of the PCIC must be performed by Lead Developer as indicated in Attachment 1 of Appendix B-2.

No exclusions, qualifications, or conditions are permitted in any of the FBL cost components. Any exclusions, qualifications or conditions will not be recognized in the PDA Term.

In addition, Lead Developer must prepare the DB cost estimates according to the cost estimate classification matrix provided in AACE International recommended practice No. 56R-08 (most recent edition) as follows, unless otherwise agreed by the City and the Lead Developer:

1. Concurrent with the 50% SD Package: Class 4 Estimate
2. Concurrent with the 100% SD Package: Class 3 Estimate

As backup information to the DB and IFM costs presented by Lead Developer in the applicable forms, Lead Developer must provide a detailed estimate based on the UNIFORMAT II classification system:

a. Minimum level of detail UNIFORMAT II Level 5

b. Organized clearly to show separately the DB and IFM cost estimates for the BYC, the Common Infrastructure, and the HCC

c. Present the full DB and IFM costs of the Common Infrastructure, without applying the PCIC

d. The detailed estimated may be submitted in a CSI-Master Format classification system instead of the above, provided that it is equivalent in detail to that which is required in UNIFORMAT

e. The choice of UNIFORMAT or CSI-Master Format must be internally consistent across all submittals during the PDA Term and the term of the Project Agreement

f. Provide a critical path construction schedule for the whole Facility, presented both in 11”x17” sheet size (hard copy) and in Primavera P6 electronic format. The schedule shall be consistent with the information presented for the DB costs.

The categories and figures reported in the cost estimates must be presented by Lead Developer in such a way that the City can clearly trace each line item back to the applicable forms included in the Financial Model at the applicable Performance Milestones.

The basis and format for cost submittals to be generated during the Project Agreement term will be further developed during the PDA Term.

E1.2.1 Design Build Costs

Lead Developer must develop the financial submittals for the DB costs that are part of the FBL, the Allowances, and the HCC's DB cost addressing the content requirements set forth as follows.

1. **Estimate Methodology**

   The Lead Developer shall provide a narrative explaining the cost estimating methodology and cost estimate classification system based on the AACE International recommended practice No. 56R-08 (most recent edition). All terminology shall be consistent with AACE International Recommended Practice 10S-90: Cost Engineering Terminology (most recent edition).

   The estimate structure must clearly identify the following cost elements which are subject to the FBL:

   a. Direct costs, including labor, materials, and equipment.

   b. General conditions and general requirements, design costs, all taxes applicable to design-build contracts (e.g., sales taxes on materials and equipment, labor / payroll taxes, gross receipts taxes, etc.), and other soft costs (e.g., regulatory and/or impact fees associated with the Infrastructure Facility).

   c. [Not used]

   d. Contingency (see item 7 below).

2. **Scope**

   Provide an overview of the Project as presented in the 50% SD Package and the 100% SD Package, as applicable, and how the estimates for each Project component captures their programs and the proposed scopes. The cost estimate must clearly state that it is for a full turn-key delivery of the Project, including Allowances (unless otherwise agreed by the City).

3. **Construction Approach**

   Provide an overview of the Project's construction process and how the Development Team will manage the Project to scope, schedule, and within the FBL for the Infrastructure Facility and within the HCC's DB cost for the HCC.

4. **Project Construction Schedule**

   Provide a critical path schedule and narrative explaining key milestones, critical path, and schedule logic that support the FBL and the HCC's DB cost. Include a narrative explaining how Lead Developer will manage construction schedule risks through Final Acceptance of the entire Facility. The narrative shall address, among other topics, the process for operational readiness, activation, and transition, culminating in Substantial Completion of the Infrastructure Facility.

5. **Basis of Pricing and Direct Costs**

   Provide a narrative explaining how the estimates of direct costs were developed and what they are based on. Direct costs shall not include contingency, escalation, etc.

Provide a narrative explaining all assumptions for how the cost for LBE participation has been developed and included, including both qualitative and quantitative methodologies that describe the approach in detail that specifically corroborates the assumed LBE percentages for design and professional services and construction services.

6. General Conditions / General Requirements, Design Costs, and other Soft Costs

Provide a narrative explaining how the general conditions / general requirements were developed and what they are based on, as well as all other "below-the-line" costs including design, public art[17], applicable taxes as described in item 1 above, and other soft costs.

7. Construction Risk, Risk Register, and Contingency

Provide an approach to Project risk management and analysis of the Project's risks based on a risk register. Explain how contingency is calculated and managed based on the proposed quantitative risk analysis method – the narrative should distinguish between "design contingency" and "construction contingency".

Include contingency in the FBL, the Allowances, and HCC's DB cost, each separately and as applicable to the respective Project components.

The approach to determine the contingency line items in the forms shall be a bottom-up, risk-based estimate using industry-standard risk analysis methods. Present the risk register, risk analysis method and assumptions, and quantitative results of the analysis, with a clear linkage to the contingency line items. Cost estimates must not have contingency based on a percentage of the direct cost of work.

Provide a narrative of the proposed approach to risk mitigation.

8. Allowances Included in DB Costs and Not Subject to the FBL

Provide cost estimates and an explanation of assumptions related to the following specific Allowances for the Infrastructure Facility that are not subject to the FBL. Allowances are to be reported separately from the FBL and all assumptions shall be clearly stated.

Allowances are limited for the following scope items associated with the Infrastructure Facility. For avoidance of doubt, all Infrastructure Facility scope of work items that are not included in the following list of Allowances will be included in the FBL.

a. BEB Charging Equipment needed for start of BEB operations at Substantial Completion of the Infrastructure Facility—as defined in Division 5 (*Battery-Electric Bus Supplemental Criteria*) of the Technical Requirements

[17] Per the requirements of Section 3.19 of the SF Administrative Code.

b. Poling and de-poling of trolley buses at bus exit and re-entry to the Facility

c. Off-site utility improvements

d. Furniture, fixtures and equipment for the Bus Yard Component office/administrative and training facility spaces

e. Information technology/communications equipment—per the requirements set forth in Section 2.2 (*Information Technology, Communications, and Security Systems*) in Division 1 (*Cost and Scope Allocation Requirements*) of the Technical Requirements

f. Escalation— the construction cost escalation Allowance shall be equal to the 5-year average of the Engineering News Record (ENR) Buildings Cost Index (BCI) in San Francisco, averaged year over year from the date of the corresponding Performance Milestone, and applied from the date of the corresponding Performance Milestone to the mid-point of construction

g. DB insurance—include all required insurances associated with the Infrastructure Facility under the Project Agreement during the construction phase, assuming customary provisions including benchmarking of insurance premiums, identification of uninsurable risks, and conditions under which insurance would be regarded as unavailable under the Project Agreement. The following are general expectations for the DB insurance Allowance:

   i. Required coverage during the construction phase of the Project is expected to include builder's risk, commercial general liability, pollution liability, professional liability, worker's compensation, automobile liability, excess/umbrella liability, among others

   ii. Additional types of insurance coverage may be specified depending on the needs of the Project during the PDA Term

   iii. The insurance requirements must also typically include the minimum amount of required coverage, requirements for named entities (such as the City and, in some circumstances, the lenders) as additional insured parties, and other terms and conditions

h. Hazardous building materials related to demolition of the existing facilities at the current Potrero Yard—the purpose of this Allowance item is to address hazardous building materials that are present throughout the existing Potrero Yard facility, reflective of materials used circa 1915 including but not limited to asbestos, lead paint, PCBs, and others. Such building materials include but are not limited to: flooring, wall and ceiling materials, surface coatings, adhesives, caulking, fireproofing, mastics, thermal systems insulation, gaskets, roofing, transite materials, mechanical system components and insulation, mastics, and vapor barriers. This Allowance must be based on an assessment done by a registered professional on the type, amount, costs and schedule for removing/abating hazardous materials contained within the existing Potrero Yard facility.

9. City's Standard General Requirements for Construction Projects and Standard Construction Measures

Division 10 (*SFPW Div 01 General Requirements for Construction*) of the Technical Requirements consolidates the City's standard general requirements that are applicable during the construction phase of projects, and Division 11 (*SFPW Standard Construction Measures*) of the Technical Requirements sets forth City's standard construction measures, both of which shall be used by Lead Developer:

a. For the purpose of developing the 50% SD Package and 100% SD Package, and the associated cost estimate

b. To provide Lead Developer with companion documents to the Agreement that describe in basic terms (x) the expected general requirements during construction and (y) standard practices to minimize the impact of construction on the environment, respectively

Additionally, Lead Developer must take into account (i) standard document management processes and requirements (e.g., including but not limited to production of as-built drawings and project records) and (ii) standard project coordination, project meetings, and reporting with City, field offices for City's on site representatives, and an executive level partnering program that would normally be included in a project of comparable scope and size as the Project.

These general requirements and standard construction measures are part of the Project's development process during the PDA Term, and must be incorporated into the terms of the Design-Build Contract.

In the event of conflict between Division 11 (*SFPW Standard Construction Measures*) and Division 10 (*SFPW Div 01 General Requirements for Construction*) of the Technical Requirements, the requirements of Division 11 (*SFPW Standard Construction Measures*) shall prevail.

E.1.2.2 IFM Costs

Lead Developer must develop the IFM costs that are part of the FBL and the Allowances, addressing the content requirements set forth herein.

Include full details of the annual IFM costs expected to be incurred by the PPC after Financial Close per the relevant requirements set forth in Article 4 (*Technical Requirements for Infrastructure Facility Maintenance*) of Division 7 (*Asset Management Program Requirements*) of the Technical Requirements.

1. Estimate Methodology

Lead Developer must provide a narrative explaining the cost estimating methodology. Provide a breakdown of direct costs for labor, materials, and equipment. Include all taxes applicable to facility maintenance contracts (e.g., sales taxes on materials and equipment, labor / payroll taxes, gross receipts taxes, etc.).

The estimate structure must clearly identify the following cost elements of the IFM scope of work which are subject to the FBL, each presented separately for the Bus Yard Component and for the Common Infrastructure over the full duration of the Infrastructure Facility Term:

a. Routine maintenance costs (to be included in OpEx)

b. Capital maintenance costs (to be included in Maintenance CapEx)

c. Capital costs for the BEB fleet transition after Substantial Completion of the Infrastructure Facility[18] (see item 5 below)

2. Schedule for Capital Maintenance

Provide a schedule narrative explaining the approach and assumptions for the schedule of capital maintenance expenditures, differentiating between capital maintenance for the Infrastructure Facility included in the IFM scope of work and the capital costs for the BEB fleet transition.

3. Basis of Pricing

Provide a narrative explaining how the costs are developed and what they are based on, including the estimate's basis in terms of the performance regime for the IFM scope of work. Development of the IFM cost basis of pricing must coordinate with the development of the performance regime during the PDA Term. State all assumptions strictly relevant to the staffing and spare parts resources for the Lead Developer's estimate of the IFM-related costs. Present the IFM costs in constant dollars as of the Base Date.

To the extent it is applicable, provide a narrative explaining all assumptions for how the cost for LBE participation has been developed and included in the IFM costs, including both qualitative and quantitative methodologies that describe the approach in detail.

4. Infrastructure Facility Maintenance Risk, Risk Register, and Contingency

Provide an analysis of the Project's IFM cost risks based on a risk register. Explain how contingency is calculated and managed based on the proposed quantitative risk analysis method. Include contingency within the estimates, as applicable to the respective Project components. The approach will be a risk-based estimate using industry-standard risk analysis methods. Present the risk register, risk analysis method and assumptions, and quantitative results of the risk analysis. Include a risk mitigation strategy.

5. Allowance Included in IFM Costs and Not Subject to the FBL

Provide cost estimates and an explanation of assumptions related to the following specific Allowances for the Infrastructure Facility that are not

[18] Per the relevant requirements set forth in Division 5 (*Battery-Electric Bus Supplemental Criteria*) of the Technical Requirements.

subject to the FBL. Allowances are to be reported separately from the FBL and all assumptions shall be clearly stated.

Allowances are limited for the following scope items associated with the Infrastructure Facility. For avoidance of doubt, all Infrastructure Facility scope of work items that are not included in the following list of Allowances will be included in the FBL.

a. BEB Charging Equipment needed after Substantial Completion of the Infrastructure Facility to support the SFMTA's BEB fleet transition, as defined in Division 5 (*Battery-Electric Bus Supplemental Criteria*) of the Technical Requirements.
b. IFM services specifically for Item 18 of Section 4.4 (*Preventive Maintenance Requirements*) of Division 7 (*Asset Management Program Requirements*) of the Technical Requirements to support community and/or special/media events as requested by the City.
c. IFM insurance—include all required insurances associated with the Infrastructure Facility under the Project Agreement during the operating phase, assuming customary provisions including benchmarking of insurance premiums, identification of uninsurable risks, and conditions under which insurance would be regarded as unavailable under the Project Agreement. The following are general expectations for the IFM insurance Allowance:
    i. During the operating phase of the Project, the required coverage is expected to include "all-risk" property coverage, commercial general liability, pollution liability, professional liability, worker's compensation, automobile liability, excess/umbrella liability, among others
    ii. Additional types of insurance coverage may be specified depending on the needs of the Project identified during the PDA Term
    iii. The insurance requirements will also typically include the minimum amount of required coverage, requirements for named entities (such as the City and, in some circumstances, the lenders) as additional insured parties, and other terms and conditions

E1.2.3 Lead Developer's Predevelopment Costs

Lead Developer must submit in the applicable forms the LD Predevelopment Costs that are part of the FBL for the Project as a whole, addressing the following content requirements: (1) direct, (2) indirect, (3) internal, and (4) third-party costs and expenses incurred by the Lead Developer during the PDA Term for the Project's predevelopment activities. The LD Predevelopment Costs must:

a. Be governed by the provisions of Article 2 (*Predevelopment Guidelines*) and Article 6 (*Predevelopment Work*) of the Agreement

b. Include the anticipated costs associated with the competitive procurement of the DB and IFM Contracts, as well as the MME Construction Agreement

c. Include the cost of legal, financial, tax and accounting, and other advisors, as applicable, for the Project's predevelopment activities

d. Not include costs strictly related to development of the specific solutions for the Project's final financing structure—such costs shall be reported and allocated separately (according to the actual costs associated with the Infrastructure Facility and HCC) and shall cover the following items: financial advisory costs, rating agency costs, financiers'/lenders' fees, financing related legal costs, financial model audit costs, lender roadshow costs, lender's technical and insurance advisor costs, accounting and tax advisory costs, and other such costs strictly related to the specific solutions to be developed for the Project's final financing structure

Basis of the PCIC

The PCIC must be stated as a percentage ranging from 0% to 100%, as follows:

$$PCIC = PCIC(Max) * \big(100\% - PCIC(Dis)\big)\%$$

Where:

6. *PCIC(Dis):* means the Discount to the Percentage of Common Infrastructure Cost allocated to the City as stated in FS Form B of the Financial Proposal.

7. *PCIC(Max):* means the Percentage of Common Infrastructure Cost allocated to the City as stated in FS Form B of the Financial Proposal and as may be updated during the PDA Term to conform with the Design Deliverables. This is based on the gross square feet of floor area of the Bus Yard Component and the Housing and Commercial Component, based on the following formula.

$$PCIC(Max) = \frac{gsf\ of\ BYC\ Program}{gsf\ of\ BYC\ Program + gsf\ of\ HCC\ Program}\ \%$$

Where:

BYC: Bus Yard Component
HCC: Housing and Commercial Component
gsf: the floor area in gross square feet within the exterior face of the exterior walls of the Project component under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, ramps, closets, the thickness of interior walls, columns, or other features—the floor area, or portion thereof, not provided with surrounding exterior walls shall include the usable area under the horizontal projection of a roof or floor above where that is provided, and it shall not include shafts with no openings or interior courts

The gross square feet floor areas must be consistent with the applicable floor areas tabulated by Lead Developer in its Design Deliverables. . For avoidance of doubt, outdoor open spaces not meeting the gsf definition provided above must not be included in the calculation of the PCIC.

At the applicable Performance Milestones, the FBL reported by Lead Developer in FS Form A7 and the Financial Model for the Infrastructure Facility, must include the PCIC and apply it

appropriately to the Common Infrastructure costs, the LD Predevelopment Cost, and other cost items, as set forth in the Agreement and in Division 1 (*Cost and Scope Allocation Requirements*) of the Technical Requirements.

As such, the PCIC will be a factor in determining the Project costs to be remunerated by a milestone payment and the Availability Payments that the City is expected to pay to the PPC for the Infrastructure Facility.

The PCIC(Max), PCIC(Dis), PCIC, and PCIH are governed by the provisions of Section 2.6 (*Allocation of Common Infrastructure Costs*) and Article 9 (*Changes to the Project*) of the Agreement.

The PCIH will be calculated as follows:

PCIH = 100% – PCIC

The Pro Forma for the HCC must include the PCIH and apply it appropriately to the Common Infrastructure costs, the LD Predevelopment Cost, and other cost items, as set forth in the Agreement and in Division 1 (*Cost and Scope Allocation Requirements*) of the Technical Requirements.

Part 2 FS Forms A1 to A5-PR, and A7 and A8

The forms included in this section must be used by Lead Developer for submittal of costs as required in Section 2.5 (*Fixed Budget Limit; Adjustments; Allowances; Submittals*) of the Agreement.

The Fixed Budget Limit (FBL) represents the total arithmetic sum of DB and IFM costs for the BYC and the Common Infrastructure, plus the LD Predevelopment Cost. The individual items of cost for the FBL will be presented by Lead Developer in FS Forms A1 to A5-PR, and FS Forms A7 and A8. The total arithmetic sum of the individual cost elements will be presented as follows:

1. **FS Form A7**: sum of the costs adjusted for the PCIC.
2. **FS Form A8**: sum of the cost items presented in FS Form A7 plus the escalation and insurance Allowance line items (f) and (g), respectively, shown in Part I of FS Form D and insurance Allowance line item (c) shown in Part III of FS Form D.

The DB and IFM costs provided by Lead Developer in FS Forms A1 to A4 are not Project-wide and should reflect the Project component referenced in the specific form. The LD Predevelopment Cost provided by Lead Developer in FS Form A5-PR is Project-wide.

No exclusions, qualifications, or conditions are permitted in any of the FBL cost components.

FS Form A1: Bus Yard Component DB cost

		BYC DB costs			
Description		Unit	QTY	Unit cost	Subtotal
A	**SUBSTRUCTURE**				
B	**SHELL**				
C	**INTERIORS**				
D	**SERVICES**				
E	**EQUIPMENT & FURNISHINGS**				
F	**SPECIAL CONSTRUCTION & DEMOLITION** [4]				
G	**BUILDING SITE WORK**				
				Total direct cost =	
1	**General requirements / general conditions**				
2	**Overhead & profit**				
3	**Design cost (excluding design cost prior to Commercial Close)** [3]				
4	**Other soft costs [provide list – for example, regulatory/impact fees]**				
5	**Design contingency**				
6	**Construction and market contingency**				
				Total BYC DB cost (report in FS Form A7) =	

Notes:

1. The categories and figures reported in this form must clearly coordinate and link with the Financial Model.
2. The costs reported in this form must match the inputs to the Financial Model
3. Design costs during the PDA Term are reported by Lead Developer in FS Form A5-PR.
4. Item (F) for the BYC's DB costs shall include the cost of demolition of the existing facilities and preparing the Project Site for construction.
5. Include all taxes applicable to design-build contracts (e.g., sales taxes on materials and equipment, labor / payroll taxes, gross receipts taxes, etc.)

FS Form A2: Common Infrastructure DB cost

		Common Infrastructure DB cost			
Description		Unit	QTY	Unit cost	Subtotal
A	**SUBSTRUCTURE**				
B	**SHELL**				
C	**INTERIORS**				
D	**SERVICES**				
E	**EQUIPMENT & FURNISHINGS**				
F	**SPECIAL CONSTRUCTION**				
G	**BUILDING SITE WORK**				
				Total direct cost =	
1	**General requirements / general conditions**				
2	**Overhead & profit**				
3	**Design cost (excluding design cost prior to Commercial Close)** [(3)]				
4	**Other soft costs [provide list – for example, regulatory/impact fees]**				
5	**Design contingency**				
6	**Construction and market contingency**				
				Total Common Infrastructure DB cost (report in FS Form A7) =	

Notes:

1. The categories and figures reported in this form must clearly coordinate and link with the Financial Model.
2. The costs reported in this form must match the inputs to the Financial Model.
3. Design costs during the PDA Term are reported by Lead Developer in FS Form A5-PR.
4. The costs reported in this form must be the total costs associated with the Common Infrastructure and must not include application of the PCIC. Application of the PCIC to these costs must be clearly shown in the Financial Model and application of the PCIH to these costs must be clearly shown in the Pro Forma.
5. Include all taxes applicable to design-build contracts (e.g., sales taxes on materials and equipment, labor / payroll taxes, gross receipts taxes, etc.)

FS Form A3: Bus Yard Component IFM cost

	BYC IFM cost		
Operating Year [1]	**OpEx [2]**	**Maintenance CapEx [3]**	**Total IFM cost [4]**
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
Total 30-year BYC IFM cost (report in FS Form A7) =			

Notes:

1. Twelve-month periods, starting with the first twelve-month period following the Scheduled Substantial Completion Date of the Infrastructure Facility.
2. OpEx refers to the operational expenses associated with the IFM scope of work set forth in Division 7 (*Asset Management Program Requirements*) of the Technical Requirements.
3. Maintenance CapEx refers capital expenses necessary to maintain the operating capacity or asset base of the Infrastructure Facility on a life-cycle basis, based on the requirements set forth in the IFM scope of work defined in Division 7 (*Asset Management Program Requirements*) of the Technical Requirements, inclusive of capital expenses necessary for the Handback Requirements.
4. Sum of the annual OpEx and Maintenance CapEx.

5. The categories and figures reported in this form must clearly coordinate and link with Financial Model.
6. All IFM costs shown in this table must be in dollars of the Base Date year - do not include inflation or escalation in the figures reported in this table.
7. All costs associated with developing and implementing the IFM program from Commercial Close through the time of Substantial Completion must not be included in this Form – those costs must be included in the DB costs.
8. The costs reported in this form must match the inputs to the Financial Model.
9. Include all taxes applicable to infrastructure facility maintenance contracts (e.g., sales taxes on materials and equipment, labor / payroll taxes, gross receipts taxes, etc.)

FS Form A4: Common Infrastructure IFM costs

	Common Infrastructure IFM cost		
Operating Year [1]	**OpEx [2]**	**Maintenance CapEx [3]**	**Total IFM cost [4]**
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
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28			
29			
30			
Total 30-year Common Infrastructure IFM cost (report in FS FormA7) =			

Notes:

1. Twelve-month periods, starting with the first twelve-month period following the Scheduled Substantial Completion Date of the Infrastructure Facility.
2. OpEx refers to the operational expenses associated with the IFM scope of work set forth in Division 7 (*Asset Management Program Requirements*) of the Technical Requirements.
3. Maintenance CapEx refers capital expenses necessary to maintain the operating capacity or asset base of the Infrastructure Facility on a life-cycle basis, based on the requirements set forth in the IFM scope of work defined in Division 7 (*Asset Management Program Requirements*) of the Technical Requirements, inclusive of capital expenses necessary for the Handback Requirements.
4. Sum of the annual OpEx and Maintenance CapEx.
5. The categories and figures reported in this form must clearly coordinate and link with the Financial Model.
6. All IFM costs shown in this table must be in dollars of the Base Date year - do not include inflation or escalation in the figures reported in this table.

7. All costs associated with developing the IFM program from Commercial Close through the time of Substantial Completion must not be included in this Form – those costs must be included in the DB costs.
8. The costs reported in this form must match the inputs to the Financial Model.
9. The costs reported in this form must be the total costs associated with the Common Infrastructure and must not include application of the PCIC. Application of the PCIC to these costs must be clearly shown in the Financial Model and application of the PCIH to these costs must be clearly shown in the Pro Forma.
10. Include all taxes applicable to infrastructure facility maintenance contracts (e.g., sales taxes on materials and equipment, labor / payroll taxes, gross receipts taxes, etc.)

FS Form A5-PR: LD Predevelopment Cost

Lead Developer must submit full details of the costs expected to be incurred by Lead Developer during the PDA Term, up to and including Commercial Close, that are associated with the Project as a whole.

			LD Predevelopment Costs			
Description			Unit	QTY	Unit cost	Subtotal
	LD Predevelopment Cost items					
1		**Development fee** [(1)]				
2		**Design costs during the PDA Term (incl. site due diligence and surveys)** [(2)]				
3		**Advisors' costs [provide list; e.g., financial, legal, tax and accounting]**				
4		**Financing related costs (e.g., financiers/lenders' fees, legal costs)**				
5		**CEQA consultant and public outreach costs**				
6		**MME procurement costs**				
7		**Other costs [provide list]**				
LD Predevelopment Cost (report in FS Form A7) =						

Notes:

1. Provide a breakdown of the development fee for (a) the Infrastructure Facility, and (b) the Housing and Commercial Component.
2. Provide a breakdown of design costs by discipline.
3. The costs reported in this form must be the total costs associated with the Project as a whole and must not include application of the PCIC. Application of the PCIC to these costs must be clearly shown in the Financial Model and application of the PCIH to these costs must be clearly shown in the Pro Forma.

FS Form A7: Fixed Budget Limit

	Description	FBL for the Infrastructure Facility (*Adjusted by the PCIC*) Subtotal
1	**Total Bus Yard Component DB cost (from FS Form A1)**	
2	**Total Common Infrastructure DB cost (from FS Form A2) *x PCIC***	
3	**Total Bus Yard Component IFM cost (from FS Form A3)**	
4	**Total Common Infrastructure IFM cost (from FS Form A4) *x PCIC***	
5	**LD Predevelopment Cost (from FS Form A5-PR) *x PCIC***	
	FBL =	

Notes:

1. The categories and figures reported in this form must clearly coordinate and link with the totals submitted by Lead Developer in FS Forms A1 to A5-PR.
2. For Items 2, 4, and 5 only, Lead Developer must multiply the totals reported in the corresponding FS Forms by the PCIC.
3. All IFM costs shown by Lead Developer in this table must be in dollars of the Base Date year. Lead Developer must not include inflation or escalation in the figures reported in this table.

FS Form A8: Fixed Budget Limit + Escalation + Insurance

	Description	FBL + Escalation + Insurance
1	**Fixed Budget Limit (from FS Form A7)**	
2	**Escalation for the BYC's DB costs (from FS Form D, Part I (f.1))**	
3	**Escalation for the Common Infrastructure's DB costs (from FS Form D, Part I (f.2)) *x PCIC***	
4	**Re-basing of the BYC's IFM costs** (3)	
5	**Re-basing of the Common Infrastructure's IFM costs *x PCIC*** (3)	
6	**Insurance for the BYC's DB (from FS Form D, Part I (g.1))**	
7	**Insurance for the Common Infrastructure's DB (from FS Form D, Part I (g.2)) *x PCIC***	
8	**Insurance for the BYC's IFM (from FS Form D, Part III (c.1))**	
9	**Insurance for the Common Infrastructure's IFM (from FS Form D, Part III (c.2)) *x PCIC***	
	FBL+ Escalation + Insurance =	

Notes:

1. This FS Form A8 shall be submitted by Lead Developer at Performance Milestones 15, 27A, and 31 per the provisions of Section 2.5 (*Fixed Budget Limit; Adjustments; Allowances; Submittals*) and Section 6.15 (*Pricing and Fixed Budget Limit; Determining the Final Price*) of the Agreement.
2. For Items (3), (5), (7), and (9) only, multiply the totals reported in the corresponding forms by the PCIC as reported by Lead Developer in FS Form B.
3. In items (4) and (5) Lead Developer must include the cost re-basing amounts for the IFM costs from the Base Date to the date of the applicable Performance Milestone. The appropriate rate for re- basing shall be mutually agreed by the City and Lead Developer.

FS Form B: Discount to the Percentage of Common Infrastructure Cost Allocated to the City

Lead Developer must complete FS Form B per the table as follows.

Parameter	Value	Definition	Inputs or formula
PCIC(Max)	_____%	Lead Developer's Maximum Percentage of Common Infrastructure Cost Allocated to the City based on the gsf's indicated in the Financial Proposal and the Design Deliverables at Performance Milestones 15, 27A, and 31, in each case as applicable	gsf of BYC Program: _____ gsf of HCC Program: _____
PCIC(Dis)	_____%	Lead Developer's Discount to the Percentage of Common Infrastructure Cost Allocated to the City based on the Financial Proposal	N/A
PCIC	_____%	Lead Developer's Percentage of Common Infrastructure Cost Allocated to the City	PCIC = $PCIC(Max) * (100\% - PCIC(Dis))\ \%$
PCIH	_____%	Lead Developer's Percentage of Common Infrastructure Cost Allocated to the Housing and Commercial Component	PCIH = 100% – PCIC

Component gsf: gross square feet

Notes:

1. The PCIC(Max), PCIC(Dis), PCIC, and PCIH are governed by the provisions of Section 2.6 (*Allocation of Common Infrastructure Costs*) and Article 9 (*Changes to the Project*) of the Agreement.
2. The information provided in the Design Deliverables must reasonably support the PCIC(Max).

FS Form D: Infrastructure Facility Allowances

3. Summary cost estimates for Allowances included in the DB cost and not subject to the FBL

Description			Infrastructure Facility Allowances included in the DB cost			
			Unit	QTY	Unit cost	Subtotal
	Allowances not subject to the FBL					
	(a)	**BEB Charging Equipment needed for start of operations**				
	(b)	**Poling and de-poling of trolley buses**				
	(c)	**Off-site utility improvements**				
	(d)	**Furniture, fixtures and equipment for the BYC's office/admin and training spaces**				
	(e)	**Information technology/communications equipment for the BYC**				
	(f.1)	**Escalation for the BYC's DB costs**				
	(f.2)	**Escalation for the Common Infrastructure's DB costs**				
	(g.1)	**Insurance for the BYC's DB contract**				
	(g.2)	**Insurance for the Common Infrastructure's DB contract**				
	(h)	**Hazardous building materials related to demolition of the existing facilities at the current Potrero Yard**				
Total Infrastructure Facility Allowances included in the DB Cost (not subject to FBL) =						

Notes:

1. The costs reported in this form must be Lead Developer's all-in estimate of the Allowance items, inclusive of direct and indirect costs, escalation, contingency, etc.
2. The costs reported in this form by Lead Developer must be included as inputs to the Financial Model and the Pro Forma as follows:
   a. All allowance items except for items (c), (f.2), and (g.2) shall be treated as Bus Yard Component DB costs
   b. Allowance items (c), (f.2), and (g.2) shall be treated as Common Infrastructure DB costs, with the costs allocated using the PCIC and PCIH

3. Narrative description of methodology, assumptions, and limitations of the cost estimates for the Allowances included in the DB cost

Allowance	Description
(a) BEB Charging Equipment needed for start of BEB operations at Substantial Completion of the Infrastructure Facility—as defined in Division 5 (*Battery-Electric Bus Supplemental Criteria*) of the Technical Requirements	
(b) Poling and de-poling of trolley buses	
(c) Off-site utility improvements	
(d) Furniture, fixtures and equipment for the BYC office/admin and training spaces	
(e) Information technology/communications equipment—per the requirements set forth in Section 2.2 (*Information Technology, Communications, and Security Systems*) of Division 1 (*Cost and Scope Allocation Requirements*) of the Technical Requirements	
(f) Escalation of DB costs—differentiated for (f.1) the BYC and (f.2) the Common Infrastructure	
(g) DB insurance—differentiated for (g.1) the BYC and (g.2) the Common Infrastructure	
(h) Hazardous building materials related to demolition of the existing facilities at the current Potrero Yard	

4. Summary cost estimates for Allowances included in the IFM cost

Description			Infrastructure Facility Allowances included in the IFM cost			
			Unit	QTY	Unit cost	Subtotal
	Allowances not subject to the FBL					
	(a)	**BEB Charging Equipment needed after Substantial Completion of the Infrastructure Facility to support the SFMTA's BEB fleet transition**				
	(b)	**IFM services specifically for Item 18 of Section 4.4 (*Preventive Maintenance Requirements*) of Division 7 (*Asset Management Program Requirements*) of the Technical Requirements, to support community and/or special/media events as requested by the City**				
	(c.1)	**Insurance for the BYC's IFM contract**				
	(c.2)	**Insurance for the Common Infrastructure's IFM contract**				
Total Infrastructure Facility Allowances included in the IFM cost (not subject to FBL) =						

Notes:

1. The costs reported in this form must be the Lead Developer's all-in estimate of the Allowance items, inclusive of direct and indirect costs, escalation, contingency, etc.
2. The cost for item (a) should represent the total cost over multiple years until the full transition of the SFMTA BEB fleet has been completed.
3. The costs reported in this form must be included as inputs to the Financial Model and the Pro Forma as follows:
   a. All allowance items except for (c.2) shall be treated as Bus Yard Component IFM costs.
   b. Allowance item (c.2) shall be treated as a Common Infrastructure IFM costs, with the costs allocated using the PCIC and PCIH.

5. Narrative description of methodology, assumptions, and limitations of the cost estimates for the Allowances included in the IFM cost

Allowance	Description
(a) BEB Charging Equipment needed after Substantial Completion of the Infrastructure Facility to support the SFMTA's BEB fleet transition—as defined in Division 5 (*Battery-Electric Bus Supplemental Criteria*) of the Technical Requirements. Provide a total cost and the annual costs for each year from Substantial Completion until the full transition of the SFMTA's BEB fleet.	
(b) IFM services specifically for Item 18 of Section 4.4 (*Preventive Maintenance Requirements*) of Division 7 (*Asset Management Program Requirements*) of the Technical Requirements to support community and/or special/media events as requested by the City	
(c) IFM insurance—differentiated for (c.1) the BYC and (c.2) the Common Infrastructure	

FS Forms G1 and G2: HCC costs

FS Form G1: HCC's DB cost

If Lead Developer's HCC includes separate sub-components, then provide an additional copy of the table below for each sub-component as well as a sum of the total. If that is not the case, then present a single FS Form G1.

HCC's DB costs

		HCC's DB cost			
Description		Unit	QTY	Unit cost	Subtotal
A	**SUBSTRUCTURE**				
B	**SHELL**				
C	**INTERIORS**				
D	**SERVICES**				
E	**EQUIPMENT & FURNISHINGS**				
F	**SPECIAL CONSTRUCTION**				
G	**BUILDING SITE WORK**				
				Total direct cost =	
1	**General requirements / general conditions**				
2	**Overhead & profit**				
3	**Design cost (excluding design cost prior to Commercial Close)** [3]				
4	**Other soft costs [provide list – for example, insurance]**				
5	**Design contingency**				
6	**Construction and market contingency**				
7	**Escalation**				
				Total Housing and Commercial Component's DB cost =	

Notes:

1. The categories and figures reported in this form must clearly coordinate and link with the detailed estimates (electronic files) supporting the Pro Forma.
2. The costs reported in this form must match the inputs to the Pro Forma.
3. Design costs during the PDA Term are reported by Lead Developer in FS Form A5-PR.
4. Include all taxes applicable to design-build contracts (e.g., sales taxes on materials and equipment, labor / payroll taxes, gross receipts taxes, etc.).

FS Form G2: Property Management cost

	HCC's Property Management cost		
Operating Year [1]	**OpEx [2]**	**Maintenance CapEx [3]**	**Total Property Management cost [4]**
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
Total 30-year HCC Property Management cost =			

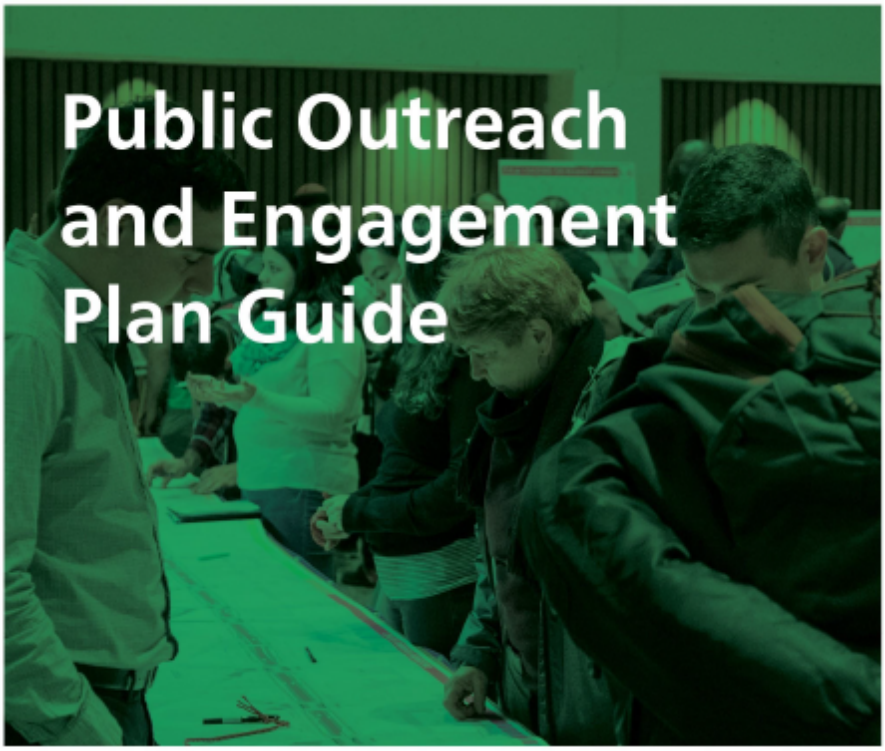
Notes:

1. Twelve-month periods, starting with the first twelve-month period following Substantial Completion of the HCC.
2. OpEx refers to the operational expenses associated with the Property Management scope of work set forth in Division 7 (*Asset Management Program Requirements*) of the Technical Requirements.
3. Maintenance CapEx refers capital expenses necessary to maintain the operating capacity or asset base of the HCC on a life-cycle basis, based on the requirements set forth in the Property Management scope of work defined in

Division 7 (*Asset Management Program Requirements*) of the Technical Requirements, inclusive of capital expenses necessary for any Handback Requirements.

4. Sum of the annual OpEx and Maintenance CapEx.
5. All Property Management costs shown in this table must be in dollars of the Base Date year - do not include inflation or escalation in the figures reported in this table.
6. The costs reported in this form must match the inputs to the Pro Forma.
7. Include all taxes applicable to property management contracts (e.g., sales taxes on materials and equipment, labor / payroll taxes, gross receipts taxes, etc.)

Attachment 3 - Public Outreach and Engagement Plan Guide



v.1.0

POETS

Public Outreach
& Engagement
Team Strategy

SFMTA

Table of Contents

Introduction

The San Francisco Municipal Transportation Agency (SFMTA) moves nearly a quarter million people daily within the city of San Francisco. To fulfill the agency's mission to "connect San Francisco through a safe, equitable, and sustainable transportation system" the agency undertakes more than 200 projects at any given time, including major transit corridor investments, safer designs for local streets, and improvements to all modes of transportation throughout the city.

As the transportation agency for the City and County of San Francisco, the SFMTA has a responsibility to keep the public informed as part of our work. The agency is committed to fulfilling these responsibilities and going above and beyond to engage the public in our work. We are committed to strengthening and sustaining our relationships with the community and to ensuring that the agency delivers quality transportation projects to those who need them. This commitment is expressed in the SFMTA's Strategic Plan and through our ongoing investment in the Public Outreach and Engagement Team Strategy (POETS).

The purpose of this document is to guide those staff members who conduct public outreach and engagement and clarify the agency's expectations for what must be included as part of the public outreach and engagement planning process. This guide is a companion to the Public Outreach and Engagement Plan Template, which project teams can use to develop a plan that meets our agency's requirements for conducting public outreach and engagement. The Public Outreach and Engagement Requirements outline what is expected to occur as part of agency outreach to the public on any given project.

The first section of this document provides instructions for using the fillable Template to create a Public Outreach and Engagement Plan. The second section presents general principles, practices and tips to consider when developing a plan. The final section summarizes the "Spectrum of Public Participation," a helpful framework for thinking about your plan's purpose and goals.

The process of developing the SFMTA's requirements and guidance involved extensive feedback from the community. The agency heard from a range of diverse voices – those who both benefit from our work and are impacted by our projects. A summary of this valuable community input is included in the Appendix.

Guide to Public Outreach and Engagement Planning

This section provides a step-by-step guide to develop a project-level Public Outreach and Engagement Plan in accordance with the agency's Public Outreach and Engagement Requirements. Each heading below corresponds to the Public Outreach and Engagement Plan Template, which provides a format for writing a project-level plan. This section supplements the instructions in the Template.

When a project's Public Outreach and Engagement Plan is complete, it is mandatory to submit it to the POETS webpage on the SFMTA intranet here. Note that each division determines its own process for deciding when a plan is ready to be uploaded and who is responsible for doing so. Keep in mind that the Public Outreach and Engagement Plan is a public document and may be reviewed by SFMTA leadership and staff, city partners and members of the public.

Project Overview

The purpose of the Project Overview is to summarize the project scope, purpose, benefits and timeline. It also includes some early considerations about decision space – constraints and decisions that have already been made, and decisions that are yet to be made. When preparing this information, take into consideration that the overview may be used for the project webpage, fliers, etc. Note that the next step (Project Needs Assessment) adds valuable information – project impacts, stakeholders, opportunities for public input – that can be added later to the basic information in the Project Overview.

Project Needs Assessment

A Project Needs Assessment is critical to the planning process. It is your chance to think carefully about those who will be affected by the project, the purpose of your outreach and engagement strategy, and the relationships that will matter most for the success of the project.

The Project Needs Assessment should help to identify three things: stakeholders, impacts and decision space. Note that while the Template presents the identification of these as sequential steps, they are in fact interdependent, and the assessment should be more iterative than linear. As you complete the following steps, consider how each of the components informs the others. For example, understanding what decisions the public can influence might affect the potential impacts and identification of stakeholders.

> Public participation is based on the belief that those who are affected by a decision have a right to be involved in the decision-making process.
>
> - IAP2 Core Value

Within the Project Needs Assessment, the **stakeholder analysis** identifies those audiences that need to be informed and/or engaged. It also suggests a method of gauging the level of outreach that is required. Research on stakeholders should clarify their roles, the degree to which they are organized, their capacity to participate, and specific considerations for ensuring an inclusive and culturally appropriate public process (language, accessibility, barriers to participation, etc.). The Template helps to

identify which key stakeholders should be contacted early on, to make them aware that the project team will be reaching out to the community. Valuable internal resources to help gather the information for the stakeholder analysis include the Public Outreach and Engagement Team, District Liaisons, POETS Division Leads, and the Regulatory Affairs Manager (for help with language access).

The **impact and interest analysis** in the Project Needs Assessment suggests how extensive the outreach and engagement effort should be, and the level of resources that will be needed to carry it out. The table in the Template is designed to be a starting point for discussion among members of the project team. Once you answer the ten questions about anticipated impacts and the level of public interest in your project, you will end up with an average score on a scale of very low to very high. While there is no hard and fast rule about how to interpret this number, a higher score generally suggests that more effort and resources will be needed for community outreach. Answering the diagnostic questions as a team (including the project manager, communications lead, relevant consultants and any staff members who will be doing outreach and engagement) will give you the best chance possible to accurately gauge the public's response to your project.

The **decision space analysis** in the Project Needs Assessment identifies the opportunities for stakeholders to provide input and potentially influence the project. Decision space is normally limited by a variety of constraints: agency goals, direction from policymakers, previous decisions, legal requirements, technical feasibility, available budget, etc. Within these constraints, it is always important to consider whether the decision space can be expanded beyond simply telling the public what is going to happen. Even during construction, when decision space is typically most limited, there might be room to consider input on timing, sequencing or mitigation to address community concerns. One reason for seeking to expand the decision space is to demonstrate the agency's commitment to listen to the public. Another is that community members often have good ideas that can strengthen the project and help you deliver it successfully.

The analysis of impacts and interests is closely connected to decision space. In general, greater impacts and higher levels of concern will raise expectations and put pressure on the project team to give the public a say in shaping the project. It is much easier to suggest that the purpose of outreach is only to inform the public when there are few negative impacts and minimal interest in the project, Therefore, given the constraints that limit decision space, there is a tendency for a higher score on the impact and interest analysis to be associated with a higher level of engagement on the spectrum of public participation described below. In other words, the project impacts and level of public concern are not the only factors that determine decision space, but they are critical to consider in the analysis.

Goals and Objectives

The Project Needs Assessment provides the information needed to establish goals and objectives for the Public Outreach and Engagement Plan. This can be the most difficult task in developing the Public Outreach and Engagement Plan, for at least two reasons. First, it only makes sense to establish goals and objectives if they can be measured. This means that metrics need to be realistic, so that information and data can be gathered to evaluate the success of the plan. Second, it is important to have goals and objectives that are meaningful. The key metrics should measure not only the activities of outreach and engagement (How many people did we reach? How many people attended our meetings?) but also measure the results that matter (How did public input affect the final project? Did our outreach and engagement provide helpful input to decision makers?).

Some examples of Objectives that could correspond to Goals:

- Number of those reached through communications channels and attending meetings
- Number of users accessing the project webpage; number providing online feedback
- Percentage of stakeholders surveyed at meetings who feel informed about the project
- Specific ways that public input influenced the project (a "We Listened" category)

Key Messages

Design your key messages about the project for both general and specific audiences, building on the Project Overview. Keep in mind that the most important consideration is the desired impact of the communication effort within the overall Public Outreach and Engagement Plan. For every project, the goal of communication is to inform the community about the project, its benefits, its impacts, and opportunities for formal public comment. Plans that also call for consulting or involving the community during project planning will require additional information and communication to support an engagement strategy. Successful messaging is not just about content, but also the impact of communication. In all cases, it is important to be consistent and transparent in messaging – providing the community with a clear path to information and staff contacts – in order to build trust throughout the life of the project.

For almost any project, key messages include:

- Purpose and benefits of the project
- Anticipated impacts of the project
- Project timeline and current phase
- Opportunities for public participation
- Project contacts (who and how to reach them)
- Project webpage (how to access further information online)
- Specific messages for specific audiences

In general, key messages should be concise (a few short statements that are easily understood), relevant (limit information to what is essential), compelling (lead with benefits and highlight opportunities for public input) and tailored to the audience (with special consideration of language needs). Use plain language and avoid jargon and acronyms. It is always advisable to check your messages with representatives of the audiences you are trying to reach.

Outreach and Engagement Techniques

The selection of outreach and engagement techniques should be based on the Project Needs Assessment and the project goals and objectives. When the goal is to inform, the techniques used should be tailored to specific audiences. When the goal is to invite feedback from stakeholders, the plan should include techniques and tools designed to gather and compile public input, and it should be specific about the kind of feedback that could affect the project.

The field of practice offers a wide variety of techniques and tools to choose from. The key is to think carefully about the intended purpose of public participation at each phase of the project, and to select

techniques, tools and meeting designs that fit the project goals while getting information to stakeholders in the way they prefer to receive it. Regardless of other considerations, our stakeholders report that all flyers and posters should use large print and plain language, and they should be placed in multiple locations and at various heights. In addition, all electronic communication should be reviewed for accessibility.

The Appendix provides several resources to help you think about techniques: (a) a summary of communication techniques that are commonly used for SFMTA projects, (b) a description of various outreach techniques, engagement strategies and meeting formats that correspond to different goals on the public participation spectrum, and (c) guidance for making meetings accessible.

Schedule and Responsibilities

Once the goals for public outreach and engagement have been determined and the methods have been selected, the next step in developing the Public Outreach and Engagement Plan is to create a schedule of activities and assign responsibility for implementation tasks.

The schedule should be detailed enough to be useful to the project team, but also appropriate as a tool to report to stakeholders, agency partners and decision makers. It should include the timing of specific communications efforts, outreach to key stakeholders, and key meetings or events. It should also note those activities that are ongoing throughout the duration of the plan, as distinct from communications for a specific meeting or event.

Project teams may use their own formats (or those provided by consultants) to track detailed tasks, individuals responsible, and due dates. The format for your project's outreach and engagement strategy can be a single spreadsheet, or a combination of tables for different tasks. The format is less important than the content: When do activities need to happen and who is responsible for carrying them out? When planning public meetings, the action plan should highlight dates for inviting participants, arranging meeting logistics, producing meeting materials, recruiting facilitators, etc. One approach is to create a summary timeline and a separate, more detailed production schedule for individual tasks.

Budget

The budget for Public Outreach and Engagement can be estimated based on the size and scope of the project, as well as the extent of activities in the Public Outreach and Engagement Plan. Costs can vary widely based on staff time, communications collateral, language support, online engagement, and the number of public meetings held.

As noted above, it might be necessary to estimate the budget for public outreach and engagement before the plan is fully developed. To ensure adequate resources are devoted to outreach and engagement (including for language translation and interpretation), it is critical to conduct a Project Needs Assessment as early as possible. If your project requires a budget estimate before the Public Outreach and Engagement Plan is complete, the POETS team or your POETS Division Lead can provide guidance.

Plan Review

Once the Public Outreach and Engagement Plan has been drafted, it is important to review it within the SFMTA before moving to implementation. As a practical matter, the plan should be developed in concert with all of the team members responsible for carrying it out (including staff and consultants), and ideally in consultation with key stakeholders. As noted at the outset of this Guide, one of the first steps in developing the Public Outreach and Engagement Plan should be to identify all of those individuals and groups who should be part of the conversation before the plan is developed and approved.

Any project that will transition from the SFMTA to another city agency (e.g., between legislative approval and construction) must address this transition in its Public Outreach and Engagement Plan. As early as possible, the project lead should meet with city partners to establish roles and budget responsibilities.

The project lead should meet with the District Liaison for the project area to be aware of any other SFMTA projects that might affect your project. If there are intersecting projects, the outreach and engagement activities for both should be coordinated to the extent feasible.

It is always a good idea to review the draft plan with an experienced colleague. Consider reaching out to your POETS Division Lead, a public information officer, or the POETS team if you have questions or challenges while completing your plan.

Once the Public Outreach and Engagement Plan is reviewed internally and with city partners, it must be approved by the project manager and then uploaded to the POETS webpage. At the end of each project phase, the evaluation section of the plan should be filled out and submitted to the same link.

Prior to implementation, the project lead should provide a summary of the project and the Public Outreach and Engagement Plan to the SFMTA's Media Relations Manager and should consider whether to reach out to elected officials (District Supervisors' Aides, State delegation offices).

Plan Evaluation

The Public Outreach and Engagement Plan should be viewed as a living document. Adaptation to changing or unforeseen circumstances is a basic principle of good public engagement. The implementation of the Public Outreach and Engagement Plan should be carefully documented, with records kept on who was contacted and who participated in any meetings held. Ideally, any meeting other than a public hearing should include a feedback form from participants. The Appendix has an example of a meeting evaluation survey. At a minimum, the project outreach and engagement lead should submit a brief report at the end of each phase of the project. The plan should be reviewed and updated every six months if the project phase lasts longer than this.

Review of the Public Outreach and Engagement Plan should include answers to the following questions outlined in the Public Outreach and Engagement Plan Template:

- Was the Public Outreach and Engagement Plan implemented as planned?
- If there were changes in practice from the original plan, please explain.
- How did the plan perform on its identified goals and objectives?
- What were the key lessons learned during implementation?

- What changes would you recommend to the plan going forward?
- How did you document public input and take it into account?

Report Back to Stakeholders

After evaluating the Public Outreach and Engagement Plan, the project team should also report back to stakeholders (including partners and decision makers) at the end of each project phase. What was the purpose of outreach and engagement at this phase of the project? Who was contacted and/or engaged in the public process? What feedback did the public provide? If applicable, how did the project team take public input into account? How was it conveyed to decision makers and how did it affect the project?

The project brief created at the beginning of the Public Outreach and Engagement Plan, along with the evaluation conducted at the end of the plan, provides the information needed to complete this report back to the community at the end of each project phase. All stakeholders engaged in the process should receive this summary report, which completes the "feedback loop" described in the Public Outreach and Engagement Requirements.

Tips for Developing a Public Outreach and Engagement Plan

The SFMTA established our Public Outreach and Engagement Requirements to ensure that project teams are thoughtful in their approach to working with the communities we serve. This section offers general guidance to help you think about your Public Outreach and Engagement Plan. These tips do not correspond directly to the planning steps outlined in the Template. Instead, they emphasize that the development of your plan is not a mechanical process, but is instead an iterative and reflective effort.

Tip 1: Determine the Kind of Plan the Project Requires

The SFMTA's Public Outreach and Engagement Requirements mandate that every SFMTA project must have a Public Outreach and Engagement Plan. For the purpose of this requirement, a "project" is defined as, "A one-time effort to construct, acquire, replace, improve, expand, or rehabilitate the transportation system in the City and County of San Francisco." The assumption is that "one-time" includes projects that occur in multiple phases. In cases where the distinction between a "project" and "operations" is not clear, the key question is whether the agency's action impacts the public. If there are community impacts from an action, then the agency should plan for some level of public outreach and/or engagement.

If a project needs a plan, the first question to address is whether the project team needs to create a new, customized Public Outreach and Engagement Plan, or whether this is a smaller, routine project that can use a template developed within each Division. POETS refers to the latter as a **Programmatic Public Outreach and Engagement Plan**. The kinds of projects that are appropriate for Programmatic Plans are determined by each Division, and each Division is responsible for developing a Programmatic Plan for each category of projects. Examples might include stop signs or signal adjustments. Every small project must still consider community impacts, but the Programmatic Plan can be used as a template for each project that falls within the program category. The Programmatic Plan should be on file with POETS, and if so,

individual projects in the program category do not need to file separate plans (e.g., there's one Programmatic Plan on file for stop sign changes, so it's not necessary to file a separate plan for every stop sign change).

In addition to determining the kind of plan your project requires, it is essential to determine WHO needs to be involved in the development of the plan. Planning for outreach and engagement is not a solitary exercise in the office, but instead should involve collaboration among a team of staff members (and any consulting members of the team), informed by conversations with SFMTA colleagues, key community stakeholders, partner agencies, and decision makers. Given all the information and judgements that are necessary to create a Public Outreach and Engagement Plan, one of the first steps in planning is to identify who should be part of the process.

Tip 2: Scale the Plan to Fit the Project

The Public Outreach and Engagement Plan should be appropriate to the scale of the project. Plans for large projects will be detailed and complex, while those for smaller, simpler projects can be more standardized, as described above. The templates are designed to be helpful for all projects regardless of their size, and they are intended to be flexible. If the Project Needs Assessment determines that project impacts are minimal or that there is no opportunity for public influence, then the purpose of the plan might only be to inform stakeholders. On the other hand, even the simplest project might offer some opportunity for public influence.

Tip 3: Begin Outreach and Engagement as Early as Necessary

Planning for outreach and engagement should always begin as early as possible, ideally at the conceptual or pre-planning phase of a project. This does not necessarily mean that public outreach should be the first step in project implementation, only that an early Project Needs Assessment should identify WHEN is the best time to begin outreach and engagement with the public. In general, opportunities for the public to provide input on a project are greater during the early stages of a project (versus during post-legislation or construction). However, it can be counterproductive to reach out to the public too early, before relevant questions are addressed in the Project Needs Assessment (scope of the project, decision space, etc.). You get one chance to make a first impression, so it is critical to be prepared before going to the community. The point is to begin planning for public outreach and engagement at the outset of the project, and to include early outreach to key stakeholders in the plan whenever appropriate.

From the stakeholder's standpoint, "early" generally means before key decisions have been made, and in time for the public to have meaningful input on the project to the extent possible.

Realistic planning for outreach and engagement also includes early consideration of funding. As a practical matter, the Project Needs Assessment must be done soon enough to estimate the budget for outreach and engagement before the plan is fully developed. The POETS team can help with budget estimates.

Tip 4: Coordinate with Other SFMTA Projects and City Partners

The Project Needs Assessment identifies stakeholders, including those who will work on the project within the SFMTA and the city of San Francisco. When planning for public outreach and engagement for your project, it is important to know which other teams within the SFMTA might be working in the same geographic area. Project teams working in the same community should connect with one another as early as possible to share information, formulate communications strategies, and coordinate activities in a way that facilitates community understanding and input opportunities for intersecting projects.

> "Nobody cares if it's MTA or PUC or DPW. To us, it's the city."
>
> - Stakeholder Feedback

It is also essential to think forward about all phases of the project during initial planning. It is common for a project to be handled by different SFMTA divisions at different phases, or for a project to be handed off by the SFMTA to another agency (e.g., Public Works, Public Utilities Commission) at some phase. In either case, it is essential to coordinate with those agency and city partners to maintain a consistent standard of outreach and engagement, even if the SFMTA is not the lead during a particular phase of the project. From the community point of view, it doesn't matter which agency is working on a particular phase of a project. If it was seen as an SFMTA project from the beginning, then the SFMTA will be held responsible for how the project is carried out.

Tip 5: Comply with Language Access Requirements

As a city department that receives federal funding, the SFMTA must follow both local rules (San Francisco's Language Access Ordinance) and federal rules (Title VI of the Civil Rights Act of 1964 and supporting guidance) regarding accessibility to our programs and services to ensure that all customers, regardless of their ability to read, speak, write and understand English ("limited-English proficient" or "LEP"), are informed and able to participate in our agency's decision-making processes. The SFMTA's 2016 Language Assistance Plan (LAP) details the agency's policies about providing both written (translations) and verbal (via interpreters or bilingual employees) language assistance for our limited-English proficient customers and other stakeholders.

The Language Assistance Plan includes maps detailing concentrations of limited-English proficient communities by language, which can be used as a resource when determining the language needs of those who are affected by the project. In general, and at a minimum, most public information pieces should be translated into Chinese, Spanish and Filipino (Tagalog), and all public communications and meeting notices must include the 311 "Free Language Assistance" tagline (included in the Public Outreach and Engagement Plan Guide). Public meeting and hearing notices and agendas, including those posted at SFMTA.com, must include the four-language 48 hours' notice and a staff member's phone number to request language assistance; LanguageLine telephonic interpretation services can be used to process requests from limited-English proficient customers via phone. The Appendix includes a LanguageLine reference sheet, all language assistance taglines, and tips for providing language assistance. Depending on content, transit related public information pieces might require additional translation support.

The agency provides resources and training to assist with language assistance. Specific questions and requests for individual consultation or staff training should be directed to SFMTA Regulatory Affairs Manager Kathleen Sakelaris at Kathleen.Sakelaris@sfmta.com or 415.701.4339.

Tip 6: Make Outreach and Engagement Accessible and Equitable

All activities outlined in the Public Outreach and Engagement Plan must be implemented in a way that is inclusive and equitable. Activities should include methods for soliciting feedback that meet communities on their own terms, and that are accessible to youth, seniors, people with disabilities, and underrepresented community members, regardless of ability. The goal of the SFMTA is to inform anyone affected by our projects about their benefits and impacts, and to include anyone in the public process who has an interest in participating. The purpose of making communications and meetings accessible is not to "check a box," but to ensure that opportunities for public participation are open to all.

All communication materials should be provided in accessible formats. As noted above, the Appendix provides guidance on making meetings accessible. For assistance on making your materials and meetings accessible, contact Annette.Williams@sfmta.com or 415.701.4444.

The Muni Service Equity Strategy takes a neighborhood-based approach to address disparities on transit routes that are most critical to people from low-income households and people of color. As of 2018, there are eight neighborhoods covered by the Equity Strategy: Bayview, Chinatown, Mission, Tenderloin/SOMA, Oceanview, Outer Mission/Excelsior, Visitacion Valley, and Western Addition. Project teams working in any of the neighborhoods named in the Equity Strategy should review the documents at the link above and think carefully about how to apply the strategy to their own projects.

Regardless of whether your project falls within these eight neighborhoods, your Public Outreach and Engagement Plan should have a strategy to include those community members who have historically been underrepresented in the planning and decision-making process. While it may be more difficult and require more resources to reach and engage members of these communities, it is essential to make a deliberate effort to do so. The agency offers resources and support to help you plan for inclusive, equitable and accessible outreach and engagement.

"Public Participation" refers to the role of community members in planning and decision-making processes. It involves a two-way relationship in which the agency consults the public.

"Outreach" refers to agency efforts to inform stakeholders about the project and opportunities to participate in the public process.

"Engagement" refers to the agency's strategy to encourage public participation and consider public input.

Tip 7: Be Thoughtful about Stakeholder Notification

The goal of outreach and engagement is to be inclusive and equitable. Consider the full range of stakeholders who might be impacted by, or interested in, the project. As a general rule, it is advisable to expand rather than limit the geographic scope of project notification and updates, and to consider non-geographically defined communities that might also have an interest in the project. In cases where notification is legally required within a specified distance, consider doing outreach beyond the minimum legal requirement if indicated by the Project Needs Assessment.

One of the most consistent messages we have heard from community members is that notification should not be limited to the immediate neighborhood in which a project is taking place. Residents and other stakeholders in surrounding neighborhoods can be affected in sometimes unanticipated ways, so it is always advisable to err on the side of doing wider notification and outreach.

Tip 8: Plan for Outreach during Detailed Design and Construction

It is critical to maintain ongoing communication across all phases of the project, including those periods when there are no public meetings or legally required notices. Most large projects face a period between legislation and construction when the project has been approved but construction has not yet begun. Often, this phase can take years and can result in the community not knowing or understanding that the project has been even been approved, let alone that it is going to be implemented after a period of inactivity. In such cases, when construction begins, community members can be caught unaware. The approval process may be a distant memory for those who were involved, and newer residents may feel alarmed that they did not have an opportunity to participate during the early project phases.

For this reason, the Public Outreach and Engagement Plan must include a strategy to keep the public informed during these "quiet" or "inactive" periods. Examples of plans specifically tailored to the detailed design phase of a project can be found in the Appendix.

Tip 9: Consider Opportunities to Expand Engagement

There is always an obligation to inform the public about a given project. But despite the temptation to think our work ends here, it is rare that our only obligation is to inform through one-way communication. In almost every case, there is also an opportunity to engage stakeholders more deeply on some aspect of the project and to consider how public input might affect the project. Even during construction, there might be choices about sequencing, scheduling or mitigation that stakeholders can influence. While the minimum goal is always to inform the public about a project, good practice requires thinking carefully about how the "decision space" for public influence can be defined and potentially expanded at each phase of the project's delivery. The next section on the "Spectrum of Public Participation" provides a framework for thinking about decision space.

Tip 10: Update the Plan between Project Phases

The Public Outreach and Engagement Plan should lay out a strategy for the life of the project, with the understanding that the plan will be reviewed and updated at the end of each phase based on lessons learned and changing conditions. As a general rule, it is advisable to update the Public Outreach and Engagement Plan approximately every six months, even if a project phase lasts longer.

The Public Outreach and Engagement Requirements call for documentation of the how the Public Outreach and Engagement Plan was implemented. The templates for creating the Public Outreach and Engagement Plan provide space to record whether the plan was implemented as expected during a particular phase, the lessons learned, and the recommended revisions to the plan going forward.

The Spectrum of Public Participation

A key step in developing the Public Outreach and Engagement Plan is identifying the purpose of public participation at each phase of the project. Is the purpose simply to inform stakeholders, or is it also to ask for public feedback that might shape the project? Public participation practitioners refer to this as the project's **Decision Space.** To what extent can the public influence the project? What has already been decided, and what is on the table for consideration? The SFMTA makes a commitment about how public participation can influence each of our projects. Defining the "decision space" gives the community clear expectations about the purpose of public participation and helps planners understand how public input that can potentially influence the project.

The SFMTA has worked closely with the International Association of Public Participation (IAP2), whose **Spectrum of Public Participation** is a useful framework for helping to think about the decision space for a project. The Spectrum defines the project sponsor's commitment to public participation during each phase of project delivery. Once the goal of public participation has been defined, the Spectrum helps the project team choose the outreach and engagement methods that are appropriate for the project. The agency can reach out to stakeholders just to inform them about a project, or also to engage them in higher levels of participation along the Spectrum. Any level of public participation beyond "inform" requires some level of "engagement" by the agency in addition to communications "outreach."

The figure below defines four levels of public participation on the IAP2 Spectrum and suggests methods that correspond to each level. It is important to note that the correspondence between the level of participation and the methods used is suggestive rather than definitive. Different methods can be used for different purposes. For example, while we have heard from our stakeholders that "open houses" are forums for staff to speak, and "town halls" are opportunities for the public to speak, it is certainly true that staff can listen and take valuable feedback at open houses. Similarly, a walking tour or an ambassador can be methods to inform and/or involve the community in planning for a project.

THE SPECTRUM OF PUBLIC PARTICIPATION

The following levels of participation describe different roles of the public in the planning and decision-making process, and the commitment made by the agency at each level. The agency's outreach and engagement strategy should correspond to the goal of public participation at each project phase.

LEVEL →	INFORM	CONSULT	INVOLVE	COLLABORATE
Goal of Outreach and Engagement	We will keep you informed about the project and the decision-making process.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the project and decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the project and decision.	We will look to you for advice and innovation in formulating solutions, and we will incorporate your advice and recommendations into the project and decision to the maximum extent possible.
Example Tactics	• Open house • Newsletter • Webpage • Factsheet • Email • Social media • Mailer • Poster • Phone hotline • Ambassador	• Town hall • Public meeting • Comment form • Survey • Focus group • Interview • Tour • Pop-up booth	• Workshop • Charrette • Deliberative poll • Recurrent conversations	• Advisory committee • Participatory budgeting • Collaborative problem-solving • Small group dialogue

Adapted from the International Association for Public Participation (IAP2)

The spectrum is helpful in thinking about the purpose of public outreach and engagement at different phases of a project. Typically, there is more decision space – more opportunity for meaningful public input – at earlier stages of a project (although, as noted above, even the construction phase generally allows some room for public input, even if it is more limited than at earlier phases).

At the same time, if outreach occurs too early, the project might not be well defined, and it might not be clear to the public how to provide input. The key is to think carefully about the goals of public outreach and engagement, and to time the work appropriately. It is critical for the Public Outreach and Engagement Plan to allow enough time to inform and/or engage the public before legal milestones for public comment are reached and decisions are made.

Attachment 4 – Best-value Contractor Recommendation Form and Final Price and Cost Savings Form

The forms included in this section must be used by Lead Developer for submittal of cost information as required in Section 6.15 (*Pricing and Fixed Budget Limit; Determining the Final Price*) of the Agreement.

Best-value Contractor Recommendation Form

		Total Best-value Price
Description		**Sub Total**
1	**Design-Build Contract price for the BYC**	
2	**Design-Build Contract price for the Common Infrastructure *x PCIC***	
3	**IFM Contract price for the BYC**	
4	**IFM Contract price for the Common Infrastructure *x PCIC***	
5	**LD Predevelopment Cost *x PCIC* (see note 4 below)**	
	Total Best-value Price =	

Notes:

1. The Design-Build Contract bid prices for the BYC and the Common Infrastructure must be inclusive of all Allowances, insurance, and escalation on a comparable basis as submitted by Lead Developer in FS Form A8 at Performance Milestone 27A.
2. The IFM Contract bid prices for the BYC and the Common Infrastructure must be inclusive of all Allowances and insurance on a comparable basis as submitted by Lead Developer in FS Form A8 at Performance Milestone 27A. IFM contract bid prices must be in dollars of the Base Date year and must not include inflation or escalation.
3. For items (3) and (4) reported by Lead Developer in this Best-value Contractor Recommendation Form, if the Lead Developer proposes for the PPC to self-perform the IFM scope of work, then those amounts must be included instead than bid process, subject to a transparent and robust method for market testing and benchmarking of all IFM costs to ensure that the pricing is competitive in the market.
4. Item (5) shall be the amount shown by Lead Developer in FS Form A5-PR, except that the LD Predevelopment Cost in this line item must deduct (a) any Continuation Payment defined in Section 4.2(d) (*Suspension of PDA Phase 2; Continuation Payment*) of the Agreement and (b) any other payment during the PDA Term by City to Lead Developer under the Agreement.

Final Price and Cost Savings Form

Part I. Calculation of the cost savings or cost overage

		Cost savings or cost overage
Description		
1	**FBL + Escalation + Insurance (from FS Form A8 submitted by Lead Developer at Performance Milestone 27A)**	
2	**Total Best-value Price (from the Best-value Contractor Recommendation Form submitted by Lead Developer at Performance Milestone 31)**	
A	**If item (2) ≤ item (1), then cost savings = item (1) minus item (2) =**	
B	**If item (2) > item (1), then the cost overage = item (2) minus item (1) =**	

Notes:

1. Report either item (A) or (B), but not both, based on the if/then statements noted therein. For the other item, insert "N/A".
2. Only with respect to IFM re-basing cost items (4) and (5) as submitted by Lead Developer in FS Form A8 at Performance Milestone 27A, to account for inflation include the cost re-basing amounts from Performance Milestone 27A to Performance Milestone 30. The appropriate rate of inflation shall be mutually agreed by the City and the Lead Developer during the PDA Term. These IFM cost re-basing amounts shall be included in item (1) above.

Part II. Calculation of Final Price

		Final Price
Description		
1	**Total Best-value Price (from the Best-value Contractor Recommendation Form submitted at Performance Milestone 31)**	
2	**Cost savings (from Final Price Form, Part I, item (A)) *x 30%***	
	Final Price = sum of items (1) and (2) =	

Notes:

1. Use Part II only in case there is a cost savings reported in item (A) of Part I.
2. In case there is a cost overage, refer to the provisions in Section 6.15(c) (*Pricing Higher than Fixed Budget Limit + Insurance + Escalation*) of the Agreement.

APPENDIX C

PROPOSAL COMMITMENTS

TECHNICAL PROPOSAL COMMITMENTS

No.	Proposal Page(s)*	Proposal Section*	Proposal Commitment
1.	142	Vol 2, TS 5	Lease-up and Affirmative Marketing Plan. Starting with the kick-off meeting and for the duration of the PDA Term**,** Lead Developer shall work with City and MOHCD to develop a Lease-up and Affirmative Marketing Plan. At minimum and to the extent it is financially and legally feasible, as reasonably determined by City, the Lease-up and Affirmative Marketing Plan shall include lease-up policies and practices that include tenant preferences for SFMTA employees, and be part of the HCC Development Plan.
2.	44	Vol 2, TS 2	Interior Community-Serving Spaces. Unless modified in final design approved by City or otherwise mutually agreed to by the Parties during the PDA Term, the Project shall provide no less than two residential units designed to be used as privately-run family childcare facilities. These childcare spaces shall be open to the broader community, not just the HCC residents."
3.	45	Vol 2, TS 2	Public and Common Areas and Amenities Anticipated Activities. Unless modified in final design approved by City or otherwise mutually agreed to by the Parties during the PDA Term, the Project shall include a family community center of approximately 2447 sf within which Lead Developer shall offer the following services: job training, readiness, and placement services; job portals; job fairs; and assistance through referrals from onsite staff and/or onsite case managers sufficient, in City's reasonable determination, to meet the need of the residents in need of these services.
4.	45, 20	Vol 2, TS 2, Vol 3, FS 1, Section II.5, page 82	Public and Common Areas and Amenities Anticipated Activities. Unless modified in the final design approved by City or otherwise mutually agreed to by the Parties during the PDA Term, the Project's ground floor shall provide for up to three but no less than two permanently affordable commercial spaces (up to 55 year term with rent at $2/sf triple net with escalation) consisting of an aggregate of approximately 10,000 - 15,000 sf for Mission-based organizations and small businesses rooted in keeping the arts and culture of the neighborhood (cultural place keeper).
5.	483	Vol 2, TS 29	HCC Program: Affirmative Marketing Program. Lead Developer shall affirmatively and directly market HCC units to families and longtime residents in the Mission, Potrero, and Bayview-Hunters Point communities at schools, places of worship, and neighborhood organizations in these communities. Lead Developer shall hire and train Lead Developer's staff and training promotoras/Street Teams to assist families and longtime residents in these communities with the housing application process. Written and oral outreach materials presented at community meetings shall be in multiple languages based on the languages spoken in the communities.

No.	Proposal Page(s)*	Proposal Section*	Proposal Commitment
6.	425-6	Vol 2, TS 27	Asset Management Plan: Process for Inputs, Submittals for Review, and Obtaining Approvals from the City. No later than 14 calendar days following Milestone 4B, Lead Developer shall propose to the City, for City's approval, in its reasonable discretion, the frequency of the meetings and the appointees of an Asset Management Working Group (AMWG). Lead Developer's proposal for the AMWG will address the changing needs of the Project in response to progress reports from other working groups and other internal project stakeholders within SFMTA through each stage of the design and construction, life-cycle operations, and maintenance phases.
7.	452	Vol 2, TS 28	PDA Organization. As a part of the PDA Management Plan, Lead Developer shall create a new and tailored organizational chart for the CEQA and Entitlements work-stream, using the format shown in Vol. 2, TS 28, Figure 28-2 of its Proposal.
8.	455	Vol 2, TS 28	CEQA Approvals and Entitlements: Regulatory Approval Strategy**.** No later than 14 calendar days following Milestone 3, Lead Developer shall propose to the City a draft Regulatory Approval Strategy, for City's approval, in its reasonable discretion, based on the approach indicated in Vol 2, TS 28.4, page 455 of the Proposal, with the exception of any assessment of whether to pursue a programmatic EIR versus a project specific EIR approach.

FINANCIAL PROPOSAL COMMITMENTS

No.	Proposal Page(s)*	Proposal Section*	Proposal Commitment
1	17	Vol 3, Financial Proposal FS3 Form C Section 3.1.A (III) Governance Structure	In addition to regular, active and day-to-day involvement in the Project by Stuart Marks, Brian Middleton and Chris Jauregui, senior executives of Plenary Americas US Holdings Inc. (Plenary) will serve as the board of directors of the Lead Developer (LD Board) and will provide guidance for relevant issues with input from senior executives of Mission Economic Development Agency (MEDA), Young Community Developers (Young), and Tabernacle Community Development Corporation (Tabernacle). Initial members of the LD Board from Plenary shall be Brian Budden and Stuart Marks, and the initial officers of the LD Board shall be Brian Budden as President, Stuart Marks as Vice President, Dale Bonner as Vice President, Chris Jauregui as Vice President, and Rehan Khan as Vice President. The LD Board shall meet no less frequently than quarterly.
2	18	Vol 3, Financial Proposal FS3 Form C Section 3.1.B (III) Cost Savings	Unless otherwise approved by City, the Principal Project Company shall self-perform the services under the IFM Contract. Plenary and WT Partnership, the IFM consultant on the Development Team, shall provide substantive commercial and technical feedback and comments to the City and its consultants developing the IFM provisions in the Project Agreement regarding risk transfer, payment mechanism, IFM scope and hand back procedures by Performance Milestone 13 (169 calendar days after NTP 1) rather than waiting for Performance Milestone 16A (190 calendar days after the NTP 1). Receipt of this feedback and comments shall be considered part of Performance Milestone 13. This feedback and commenting shall continue and include further market feedback on the second and all subsequent drafts of the Project Agreement.
3	18	Vol 3, Financial Proposal FS3 Form C Section 3.1.B (IV) Risk Transfer	To further ensure the financings of the IF and the HCC are separate, (i) the Principal Project Company will maintain individual and separate contractual privity with the Design-Build Contract contractor for the Infrastructure Facility, (ii) the Principal Project Company, the Design-Build Contract contractor for the Infrastructure Facility, the IFM Contract contractor, the Housing Project Company(ies), the Design-Build Contract contractor for the HCC, and the HCC operations and maintenance provider(s) shall enter into a multi-party interface agreement pursuant to which the parties have recourse against each other for delays and defects and will commit to participate in, and be joined into, an expedited common dispute resolution mechanism; and (iii) the financing documents for the Infrastructure Facility and the HCC will not include cross-default provisions.

No.	Proposal Page(s)*	Proposal Section*	Proposal Commitment
4	19	Vol 3, Financial Proposal FS3 Form C Section 3.1.B (VII) Entitlement Continuity and Stakeholder Engagement	Active participants in LD Outreach Plan shall be MEDA, Young, Tabernacle, and the Development Team lead Design Consultant, IBI Group (IBI). Lead Developer shall include a budget for the Development Team lead Design Consultant to ensure the public outreach and engagement is sufficiently resourced during the PDA Term in accordance with the approved LD Outreach Plan .
5	19 to 22	Vol 3, Financial Proposal FS3 Form C Section 3.1.B (VIII) Inclusivity (1) Lender Relationships Focused on Diverse-Owned Asset Managers	Lead Developer shall use best efforts, and shall work with lenders during the PDA Term such as Well Fargo N.A., to structure a debt solution that involves minority-owned and diverse-owned firms, to serve as investors, underwriters, placement agents, or financial advisors depending on the debt solution.
6	19 to 22	Vol 3, Financial Proposal FS3 Form C Section 3.1.B (VIII) Inclusivity (2) Consideration for Infrastructure Facility Debt to be designated as Green, Social and Sustainability Bonds	Unless otherwise approved by the City during the PDA Term, Lead Developer shall pursue and include in its plan of finance a sustainable financing that achieves social benefits, investor diversification and potential pricing benefits, including green bonds, social bonds, and sustainability/sustainability-linked bonds.
7	19 to 22	Vol 3, Financial Proposal FS3 Form C Section 3.1.B (VIII) Inclusivity (3) Inclusivity-Focused Across the Facility	Lead Developer shall appoint a part-time community and inclusivity manager and a deputy community and inclusivity manager to actively coordinate inclusivity, communications and relationships as prescribed in the PDA, the Project Agreement and any HCC Agreement. The initial appointees shall be Jennifer Trotter and Johnny Jaramillo. The primary responsibility of these individuals will be implementing the LD Outreach Plan.
8	26	Vol 3, Financial Proposal FS3 Form C Section 3.1.F (I) Infrastructure Facility Project Company	Plenary will serve as the sole Equity Member for the Lead Developer during the PDA Term and for the Principal Project Company during the term of the Project Agreement. Plenary will be the sole equity investor in the Principal Project Company and will fund 100% of the Infrastructure Facility equity requirement.

APPENDIX D

PROJECT OBJECTIVES

All initially-capitalized, undefined terms or abbreviations used in this Appendix that are not otherwise defined in this Appendix will have the meanings given to them in Article 1 (*Definitions*) of the Agreement.

I. Primary Objectives

The proposed Project would replace the SFMTA's obsolete two-story maintenance building and bus yard with a single, integrated facility consisting of the BYC, HCC, and Common Infrastructure. The City seeks a private-sector partner to deliver the Project and achieve the following primary objectives:

1. Construct the replacement bus maintenance and storage transit facility (i.e., the BYC) by November 30, 2027. The BYC must be equipped to serve the projected future capacity and needs of the SFMTA's new electric bus fleet (trolley and battery-electric).

2. Develop a mixed-use residential and commercial development (i.e., the HCC) jointly with the BYC at the Project Site. The HCC must have an initial base target of 50% affordable housing units, with a maximum affordability percentage up to 100%.

3. Improve the architectural and urban design character of the Project Site by designing the Facility to be an exemplary new building that enlivens the surrounding neighborhood and adds to its sense of place.

4. Deliver the entire Project on time and on budget and provide long-term facility maintenance services to ensure the Project remains an efficient, high-quality Facility. Specifically, to deliver the Infrastructure Facility within the Fixed Budget Limit (FBL) as contemplated by the PDA.

The Project reflects the SFMTA's firm commitment to its mission: to connect San Francisco through a safe, equitable, and sustainable transportation system. The Project also demonstrates the City's commitment to zero-emission public transit, to delivering modern amenities for SFMTA employees, and to contributing a new building with improved site connectivity and urban design to the Mission and Potrero neighborhoods.

As a core facility for the SFMTA's citywide transit operations, the Project represents an operationally critical public infrastructure project for the City.

II. Specific Project Objectives

In addition to the overarching primary objectives listed above, the specific objectives of the Project, as expressed in the Draft EIR, are outlined below.

Basic Objectives

Modernized Potrero Yard Transit Facility

1. Rebuild, expand, and modernize the SFMTA's Potrero Yard by November 30, 2027 to efficiently maintain and store a growing Muni bus fleet according to the SFMTA Fleet Plan and Facilities Framework schedule and the requirements set forth in Division 5 (*Battery-Electric Bus Supplemental Criteria*) of the Technical Requirements.

2. Construct the first SFMTA transit facility with infrastructure for battery electric buses to facilitate Muni's transition to an all-electric fleet, in accordance with San Francisco and California policy.

3. Construct a new public asset that is resilient to earthquakes and projected climate change effects, and provides a safe, secure environment for the SFMTA's employees and assets.

4. Improve working conditions for the SFMTA's workforce of transit operators, mechanics, and front-line administrative staff through a new facility at Potrero Yard.

SFMTA Facilities Framework and Building Progress Program

5. Achieve systemwide master plan priorities by consolidating 2 currently scattered transit support functions at Potrero Yard, as described in items 6 and 7 as follows.

6. Improve and streamline transit operator hiring by consolidating the SFMTA's operator training function in a new, state-of-the-art facility.

7. Support efficient Muni operations by consolidating the Street Operations division in a modern, convenient facility.

Community Input

8. Implement inclusive and transparent stakeholder engagement in designing this project and completing the CEQA process.

Responsible Public Investment

9. Create a development that is financially feasible, meaning that the public asset can be funded by public means and public transportation funds are used only for the BYC and the functions of the Common Infrastructure supporting the BYC.

Additional Objectives

Streetscape and Urban Design

10. Enhance safety and reduce conflicts between transit, commercial vehicles, bicyclists, drivers, and pedestrians in the Project Site vicinity.

11. Improve the architectural and urban design character of the Project Site by replacing the existing fences and blank walls with more active, transparent street walls, to the extent feasible.

Mixed Use Development and Housing

12. Maximize the reuse of this 4.4-acre site in a central, mixed-use neighborhood by creating a mixed-use development and providing dense housing and striving to maximize the number of affordable units on the site.

13. Increase the City's supply of housing by contributing to the Mayor's Public Lands for Housing goals, the San Francisco General Plan Housing Element goals, and the Association of Bay Area Governments' Regional Housing Needs Allocation for San Francisco by optimizing the number of dwelling units, including affordable housing, particularly near transit.

14. Support transit-oriented development and promote the use of public transportation through an innovative and comprehensive transportation demand management (TDM) program.

15. Ensure that joint development is able to fund its own construction and ongoing management without reliance on any City subsidy other than a $35 million residual receipts gap loan from MOHCD, subject to all MOHCD policies, guidelines, and discretionary approvals.

Procurement Objectives

1. Performance and Cost Control. Deliver a Project that meets the performance criteria of the Bus Yard Component and the Common Infrastructure described in the Technical Requirements and utilize the competitive bidding process to control the cost of the Project and deliver the Infrastructure Facility within the FBL.

2. Schedule. Complete the Infrastructure Facility by no later than November 30, 2027 to accommodate the SFMTA's growing bus fleet and support the transition to a Battery-Electric Bus (BEB) fleet.

3. Cost savings. Generate value from the HCC to offset a part of the costs of the Infrastructure Facility.

4. Risk Transfer. Allocate design, construction, financing, maintenance, and real estate market risks to the PPC to preserve budget and schedule certainty for the Project.

5. Maximize Affordable Housing. Jointly develop with the BYC an HCC that includes up to 525–575 housing units and maximizes the percentage of affordable units even up to 100% (minimum 50% affordable).

6. Public Benefit. Deliver public benefit for the Potrero neighborhood and the community in general to the greatest extent feasible as described in Division 8 (*Public Benefit Principles*) of the Technical Requirements.

7. Entitlement Continuity and Stakeholder Engagement. Continue the current environmental review as bound by the existing analysis to leverage entitlement schedule savings, and proceed with Project design review in accordance with the guidelines developed in consultation with stakeholders. Continue and enhance the Project's robust community engagement to solicit ongoing input.

8. Inclusivity. Implement a robust inclusivity program to maximize the participation of Local Business Enterprises and comply with the requirements of other City programs, such as the Local Hiring Policy. Develop a Project that is committed to the principles of equitable development and does not exacerbate racial inequity.