

**THIS PRINT COVERS CALENDAR ITEM NO.: 10.5**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Finance and Information Technology

**BRIEF DESCRIPTION:**

Authorizing the Director of Transportation to execute the Third Amendment to Contract No. SFMTA-2017-26, Muni Yard Design and Development Services, with Hatch Associates Consultants, to extend the contract term for three years, ending November 30, 2026; increase the contract amount by \$1,400,000, for a total contract amount not to exceed \$4,400,000; and update certain standard contractual provisions.

**SUMMARY:**

- In 2017, the SFMTA Board awarded Contract No. SFMTA-2017-26 (Contract) to Hatch Associates Consultants (Hatch) to develop design criteria for new or replacement transit facilities and to analyze the feasibility of joint development adjacent to or above transit facilities.
- Hatch’s work initially focused on the Potrero Yard Modernization Project (“Potrero Project”) as well as other as-needed planning and feasibility services for SFMTA facilities as part of the Building Progress Program, when funding became available.
- The Contract’s budget has largely been expended as a result of changes to the conceptual design and extended procurement process for the Potrero Project.
- This Third Amendment adds tasks for Hatch to review design documents the SFMTA receives from the Potrero Project’s developer through that project’s construction phase, and to perform as-needed tasks related feasibility studies and standards for the Presidio Yard Modernization Project (Presidio Project) and other projects under the SFMTA’s Building Progress Program.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Third Amendment to Contract No. SFMTA-2017-26

**APPROVALS:**

**DATE**

DIRECTOR



November 30, 2022

SECRETARY



November 30, 2022

**ASSIGNED SFMTAB CALENDAR DATE:** December 6, 2022

**PURPOSE**

Authorizing the Director of Transportation to execute the Third Amendment to Contract No. SFMTA-2017-26, Muni Yard Design and Development Services, with Hatch Associates Consultants, to extend the contract term for three years, ending November 30, 2026; increase the contract amount by \$1,400,000, for a total contract amount not to exceed \$4,400,000; and update certain standard contractual provisions.

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

This item will meet the following SFMTA Strategic Plan Goals and Transit First Policy Principles:

Strategic Plan Goals:

- Goal 1: Identify and reduce disproportionate outcomes and resolve past harm towards marginalized
- Goal 2: Create a work environment that is responsive, equitable and inclusive.
- Goal 6: Eliminate pollution and greenhouse gas emissions by increasing use of transit, walking, and bicycling.
- Goal 7: Build stronger relationships with stakeholders.
- Goal 8: Deliver quality projects on-time and on-budget.
- Goal 9: Fix things before they break, and modernize systems and infrastructure.
- Goal 10: Position the agency for financial success.

Transit First Policy Principles

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.
2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.
7. Parking policies for areas well served by public transit shall be designed to encourage travel by public transit and alternative transportation.
8. New transportation investment should be allocated to meet the demand for public transit generated by new public and private commercial and residential developments.
9. The ability of the City and County to reduce traffic congestions depends on the adequacy of regional public transportation. The City and County shall promote the use of regional mass transit and the continued development of an integrated, reliable, regional public transportation system.
10. The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will

not adversely affect the service provided by the Municipal Railway.

## DESCRIPTION

In 2013, the SFMTA completed a comprehensive analysis of its real estate holdings and future real estate needs through the year 2030. This report, *The SFMTA's Real Estate and Facilities Vision for the 21<sup>st</sup> Century* (the Vision Report) confirmed that there are major capital needs at the SFMTA's facilities and that multiple facilities would have to be entirely rebuilt to preserve the safety, efficiency, and proper function of the City's transit system.

The Vision Report also identified the potential for pursuing "joint development" at one or more Muni bus storage and maintenance yards. In this context, the term "joint development" means the development of complementary non-transit uses, such as housing or commercial space, above a bus yard. As expressed in the Vision Report, the rationale for pursuing joint development is to offset the substantial cost of rebuilding a bus yard by capitalizing on the development potential of the yard. Joint development can also further other City goals such as activating and beautifying neighborhoods, providing housing, and facilitating economic development. In July 2014, staff formally presented the results of the Vision Report and a subsequent Addendum to the Report to the SFMTA Board.

In 2017, the *Facility Assessment and Workspace Planning Report* (the Facility Framework) updated and expanded upon the recommendations of the Vision Report. The Facility Framework provides detailed scenarios, sequencing, and schedules for the reconstruction of critical bus and rail facilities. The Framework also accounts for the substantial expansion of the vehicle fleet under the SFMTA's revised fleet plan. As with the Vision Report, the Framework highlights the potential for joint development at multiple bus yards and calls for further analysis of the feasibility of the concept.

Since awarding the Contract to Hatch in December 1, 2017, Hatch has reviewed various concept plans and developed detailed design criteria used in the request for proposals (RFP) for the Potrero Project. The design criteria include the dimensions, design requirements, materials and finishes, and performance standards (e.g., energy efficiency, ventilation, lighting), and a range of other specific design parameters for the Potrero Project, with potential joint development above. These design criteria were the main basis the SFMTA used to evaluate, accept, modify, or reject proposals submitted in response to the RFP.

On November 2, 2022, the SFMTA entered in a predevelopment agreement with Potrero Neighborhood Collective LLC (PNC), the successful team emerging from the lengthy procurement process for the Potrero Project. PNC's design for the new bus yard facility was based, in part, on the design criteria developed by the Hatch team. During the next two years, PNC will further develop the design for the bus yard facility, delivering to the SFMTA multiple iterations of design documents that will need to be reviewed against these design criteria.

With this Third Amendment, the SFMTA will exercise the second three-year renewal option of the Contract with an expiration date of November 30, 2026. The Hatch team will continue to review and assess the design and development work products produced by PNC as part of the

Potrero predevelopment agreement while working towards a final project agreement to deliver the project. Additionally, the Hatch team will continue to work on other projects within the Building Progress Program, including the Presidio Project.

This Third Amendment requires an additional \$1,400,000 to adequately evaluate the Potrero Yard design and other ancillary activities including analyzing common infrastructure, associated joint development, compliance with facility criteria, staff, and public interface/outreach meetings.

## **STAKEHOLDER ENGAGEMENT**

Since the launch of the Building Progress Program in 2017, the SFMTA has led an extensive community outreach effort for the Potrero Project. Major outreach activities have included numerous community events and open houses, tours of the Potrero Yard, regular meetings of the Potrero Yard Working Group, and grassroots outreach to individual residents and community organizations.

Five major public events were held 2018-2021, including the SFMTA hosting a major community workshop in the summer of 2020 that allowed the community to weigh in on the values and principles to be memorialized in the RFQ and RFP to communicate to potential joint development partners the SFMTA's expectations for the Project and to align those expectations, to the extent feasible, with the community's expectations for the Project.

The SFMTA received extensive feedback from the community on numerous aspects of the Project, and this feedback was reflected in the project application submitted to the Planning Department in November 2019 to initiate environmental review, to develop the RFQ and RFP, including the development of local business enterprises (LBE) goals. Outreach activities focused on the conceptual design of the Project (e.g., the size of the bus facility, number, and affordability of the housing units). A virtual meeting in July of 2021 provided feedback to developer questions. Outreach tabling events were at the Potrero Hill Festival on October 15, 2022, and at Sunday Streets/Phoenix Day on October 17, 2021, and on July 10, and October 16, 2022. More than ten public facility tours have been conducted at the Project Site since December 8, 2021, and they will continue throughout the fall 2022 and beyond. The tours have been well received and successful

Paralleling the community outreach effort has been a continued, extensive in-reach effort. The SFMTA continues to coordinate closely with elected officials and partner City agencies (Planning, Public Works, Office of Economic and Workforce Development, Mayor's Office of Housing and Community Development) as the Project has shifted towards PDA implementation. The SFMTA will continue dialog with staff at Potrero Yard and with labor to answer questions about the project and solicit feedback to inform the PDA process.

## **ALTERNATIVES CONSIDERED**

The principal alternative to this Third Amendment would be to refrain from further, external analysis of electric bus facilities and joint development proposed for the Potrero Project and

Presidio Project. Doing so, without further in-depth analysis, would put the SFMTA at substantial risk.

The SFMTA has not previously undertaken a public-private partnership of this magnitude, and there appears to be little precedent in the United States for a combined transit/joint development facility such as is proposed at Potrero. The Hatch team's bus-facility design expertise is needed to continue through the final design and construction of the Potrero Project, through November 2026, to ensure that the electric bus facilities are designed correctly, taking into consideration operating efficiency, workplace safety, employee satisfaction, project schedules, and project budgets. Also, the Hatch team bus facility design expertise is needed for the Presidio Project's preliminary design development and review, including participating in internal and external meetings regarding joint development opportunities.

For these reasons, staff believes that the Third Amendment will substantially mitigate risk to the SFMTA and yield the best outcome possible to realize a modern portfolio of facilities, assets which can also positively contribute to other City and SFMTA goals, such as housing.

### **FUNDING IMPACT**

SFMTA operating funds will be used for this Third Amendment. The cost of the Third Amendment will be up to \$1,400,000, which will be paid for by local funds.

### **ENVIRONMENTAL REVIEW**

On November 9, 2022, the SFMTA, under authority delegated by the Planning Department, determined that third amendment to Contract No. SFMTA-2017-26, with Hatch Associates Consulting, is not a "project" pursuant to California Environmental Quality Act (CEQA) as defined in Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors.

### **OTHER APPROVALS RECEIVED OR STILL REQUIRED**

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

### **RECOMMENDATION**

Staff recommends authorizing the Director of Transportation to execute the Third Amendment to Contract No. SFMTA-2017-26, Muni Yard Design and Development Services, with Hatch Associates Consultants, to extend the contract term for three years, ending November 30, 2026; increase the contract amount by \$1,400,000, for a total contract amount not to exceed \$4,400,000; and update certain standard contractual provisions.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

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

WHEREAS, On December 1, 2017, the SFMTA Board awarded Contract No. SFMTA-2017-26 (Contract) to Hatch Associates Consultants (Hatch) to develop design criteria for new or replacement transit facilities and to analyze the feasibility of joint development adjacent to or above these transit facilities, including the existing the Potrero Yard; and,

WHEREAS, Hatch’s work initially focused on the Potrero Yard Modernization Project (Potrero Project) and other as-needed planning and feasibility services for SFMTA facilities as part of the Building Progress Program; and,

WHEREAS, On November 2, 2022, the SFMTA executed a predevelopment agreement (PDA) with the Potrero Neighborhood Collective (PNC) for Potrero Project; and,

WHEREAS, Under the PDA and, if awarded, a subsequent project agreement, PNC will deliver to the SFMTA for review and comment, design documents for construction of the Potrero Project, which design documents must comply with design criteria the Hatch team developed; and,

WHEREAS, The Contract’s budget has largely been expended as a result of changes to the conceptual design and extended procurement process for the Potrero Project; and,

WHEREAS, The Third Amendment to the Contract adds tasks for Hatch to review design documents the SFMTA receives from PNC through that project’s construction phase, and to perform as-needed tasks related feasibility studies and standards for the Presidio Yard Modernization Project (Presidio Project) and other projects under the SFMTA’s Building Progress Program; and,

WHEREAS, The Third Amendment to the Contract will facilitate greater efficiencies for the Potrero Project and Building Progress Program; and,

WHEREAS, On November 9, 2022, the SFMTA, under authority delegated by the Planning Department, determined that the Third Amendment to the Contract is not a “project” pursuant to California Environmental Quality Act (CEQA) as defined in Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors; now, therefore be it

RESOLVED, That the SFMTA Board authorizes the Director of Transportation to execute the Third Amendment to Contract No. SFMTA-2017-26, Muni Yard Design and Development Services, with Hatch Associates Consultants, to extend the contract term for three years, ending November 30, 2026; increase the contract amount by \$1,400,000, for a total contract amount not to exceed \$4,400,000; and update certain standard contractual provisions.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of December 6, 2022.

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave., 7<sup>th</sup> Floor  
San Francisco, California 94103**

**Third Amendment**

**Agreement between the City and County of San Francisco and  
Hatch Associates Consultants**

**Contract No. SFMTA-2017-26**

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

**Recitals**

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to (i) exercise the Agreement's option to extend the term for three years, ending November 30, 2026, (ii) increase the amount of the Agreement by \$1,400,000, and (iii) update certain standard contractual provisions.
- C. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals issued on April 24, 2017, and this Amendment is consistent with that procurement process.
- D. Approval for this Agreement, including the option to renew twice, each time up to three years, was obtained when the Civil Service Commission approved Personal Services Contract (PSC) No. 43791-16/17 on August 7, 2017.

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

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

**1.1 Agreement.** The term "Agreement" shall mean the Agreement dated November 22, 2017, between Contractor and City, as amended by the following:

First Amendment, dated February 21, 2019, and

Second Amendment, dated February 13, 2020.

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



## **Article 2      Modifications to the Agreement**

The Agreement is modified as follows:

**2.1**            Article 2 (Term of the Agreement) of the Agreement is replaced in its entirety to read as follows:

The term of this Agreement shall commence on the later of: (i) December 1, 2017, or (ii) the Effective Date, and expire on November 30, 2026, unless earlier terminated as otherwise provided herein.

**2.2**            Section 3.3.1 (Amount) of Article 3 (Financial Matters) of the Agreement is replaced in its entirety to read as follows:

**3.3.1 Amount.** Compensation to Contractor under this Agreement shall be based on the following:

**(a)**        a fixed amount for each of Tasks 1-14o, 15a, 17a-17c, and 18a-18c, the sum of which shall not exceed Two Million Thirty-Eight Thousand and Nine Hundred Sixty-Three Dollars (\$2,038,963);

**(b)**        a negotiated lump-sum price for each of as-needed Tasks 15, 16, 17, and 18, the sum of which shall not exceed Nine Hundred Sixty-One Thousand and Thirty-Seven Dollars (\$961,037);

**(c)**        a fixed amount for each of Tasks 19.1b-20.5, the sum of which shall not exceed One Million One Hundred Eighteen Thousand and Nine Hundred Ten Dollars (\$1,118,910); and

**(d)**        a negotiated lump-sum price for Task Orders issued under As-Needed Task 21, the sum of which shall not exceed Two Hundred Eighty -One Thousand and Ninety Dollars (\$281,090).

In no event shall the total amount of this Agreement exceed Four Million Four Hundred Thousand Dollars (\$4,400,000).

**2.3**            Paragraphs (a) and (c) of Section 3.3.2 (Method of Computing Compensation) are replaced in their entirety to read as follows:

**(a)      Fixed Amounts (Tasks 1-9; 11-13; 18a-18c; 19.1b-20.5).** Contractor agrees to perform all work and services under Tasks 1 through 9, 11 through 13, 18a-18c, and 19.1b through 20.5 as described in this Agreement and for the fixed amounts set forth Appendix B (Project Schedule, Budget, and Payment Procedures), which includes profit, overhead (that is, all direct and indirect costs), and other costs that Contractor will or may incur arising from or related to this Agreement. Authorized direct costs that are already budgeted under this Agreement for Tasks 1 through 9, and 11 through 13, 18a-18c, and 19.1b through 20.5 include travel expenses, parking, and printing/reproduction charges for written materials, as required. For these tasks, the SFMTA shall not be responsible for, and Contractor shall not seek to be reimbursed or otherwise compensated for, any other costs incurred by Contractor beyond those budgeted in this Agreement, including expenses that may be considered “reimbursable” expenses under other contracts.

\* \* \*

(c) **Hourly Rates (Tasks 14 – 17; 18; 21).** The hourly rates in Appendix C shall be used to negotiate fixed lump-sum prices for as-needed Tasks 14-17, 18, and 21 (see Section 4.4, below). The hourly rates shall be fixed at that level until 12 months after the Effective Date of this Agreement. The hourly rates are “fully burdened,” including all indirect/overhead costs and services, such as reproduction, administrative staff assistance, etc. Hourly rates in Appendix C may be adjusted 12 months after the Effective Date of this Agreement and annually thereafter with prior written approval of the SFMTA. Individual salary rates may be increased by no more than 3% annually, and Contractor shall provide documentation that any request for an increase in rates reflects actual increased salaries and other expenses. The SFMTA will generally not approve any individual rate increase of over 3% unless presented with compelling evidence of necessity based on specialized expertise, market conditions, or special conditions related to recruitment or retention.

**2.4** Section 4.4 (Task Requirements – As-Needed Tasks (Tasks 14-17)) is replaced in its entirety to read as follows:

**4.4 Task Requirements – As-Needed Tasks (Tasks 14-17; 18; 21).** The SFMTA will define task requirements. The cost and estimated time to perform the task fully will be agreed upon in advance of the start of work on the task in accordance with the terms and conditions of this Agreement, generally following the procedures outlined below.

**4.4.1 Scope of Work.** The SFMTA will prepare the scope of work and expected time of completion, using the Task Order Form (Appendix D) and transmit the Task Order Form to Contractor with a request for a proposal for the performance of the task.

**4.4.2 Contractor Proposal.** Contractor shall prepare and submit a proposal for the task showing:

(a) A work plan that includes a detailed description by subtask of the work to be performed and the means and methods that will be used to perform it;

(b) Milestones for completion for each subtask and deliverables at each milestone;

(c) Personnel and Subcontractors assigned to each part of the work along with a resume or curriculum vitae that indicates why such personnel are qualified to perform the work; and prior experience in performing work of this nature;

(d) A detailed cost estimate for each task or subtask showing:

(i) Estimated hours and direct salaries by position (fully burdened hourly rates by position as listed in Appendix B for both Contractor and Subcontractor personnel). Labor hours for preparing monthly invoices or filling out required SBE forms will not be allowed. Contractor will

manage Subcontractors so additional Subcontractor program management labor hours will not be allowed. Overtime labor hours will not be allowed without prior written approval. If overtime is approved, it will be billed at the billing rates listed and not at one and one-half times the billing rate;

(ii) Estimated reasonable out-of-pocket expenses (direct costs);

**4.4.3 Negotiation of Cost.** The Project Manager will review the proposal and negotiate a lump-sum price or time and materials option to perform the work of each task and either a total price or a total not-to-exceed cost for the task.

**4.4.4 Controller Certification.** The Project Manager will request certification from the Controller that adequate funds are available to proceed with the task as agreed.

**4.4.5 Notice to Proceed.** After certification, the Project Manager will send to Contractor a written NTP and task number. Contractor shall use the task number when submitting invoices to the Project Manager for payment. The Contractor shall not commence work on any task until Contractor receives a written NTP for the task.

**4.4.6 Changes.** Agreed lump-sum prices and fixed profits for subtasks and tasks cannot be modified unless there is a material change in the scope of work of the task. If there is a material change in the scope of work of a task, then a proposal, negotiations, and record of negotiations shall be required before changes to agreed lump-sum prices and fixed profits can be approved.

Certification by the Controller is required for changes that result in an increase to the total cost of a task.

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

**2.5** New Sections 1.16 and 1.17 are added to Article 1 (Definitions) of the Agreement to read as follows:

**1.16** “**City Data**” or “**Data**” means all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

**1.17** “**Confidential Information**” means confidential City information including, but not limited to, personally-identifiable information (PII), protected health information (PHI), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not

limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

**2.6** Section 4.6 (Assignment) of the Agreement is replaced in its entirety to read as follows:

**4.6 Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. The City’s approval of any such Assignment is subject to Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (a) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (b) not forbidden by applicable law from transacting business or entering into contracts with City; and (c) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

**2.7** Section 11.14 (Notification of Legal Requests) of the Agreement is replaced in its entirety to read as follows as follows:

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

**2.8** Section 13.4 (Management of City Data and Confidential Information) is replaced in its entirety to read as follows:

**13.4 Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data, is the exclusive property of the City.

**2.9** A new Section 13.5 (Management of City Data and Confidential Information) is added to the Agreement to read as follows:

### **13.5 Management of City Data and Confidential Information**

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

**13.5.2 Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Contractor shall promptly, but in no event later than 30 Days, return all Data given to or collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall within 10 business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors' environment(s), work stations that were used to process the Data or for production of the Data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five business days of the purge. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88, or the most current industry standard.

## **Article 3 Effective Date**

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

**Article 4      Legal Effect**

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

[Signatures on following page.]

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

<b>CITY</b>	<b>CONTRACTOR</b>
<p><b>San Francisco Municipal Transportation Agency</b></p> <hr/> <p>Jeffrey P. Tumlin Director of Transportation</p> <p>Authorized By:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Christine Silva</p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>By: _____ Isidro Jiménez Deputy City Attorney</p>	<p><b>Hatch Associates Consultants</b></p> <hr/> <p>Robert Pell Director of Urban Solutions 827 Broadway, Suite 310 Oakland, CA 94607</p> <p>City Supplier Number: 0000028892</p>

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**Appendices:**

Appendix A-1 – Additional Scope of Services

Appendix B – Project Schedule, Budget, and Payment Procedures

## Appendix A-1

### Additional Scope of Services

#### A. DELIVERABLES

The scope of services described in this Appendix A-1 is divided into three groups of tasks, as follows:

- Potrero Bus Yard Modernization Project – Predevelopment Agreement Phase;
- Potrero Bus Yard Modernization Project – Project Agreement Phase; and
- Presidio Yard – As-Needed Support.

Contractor shall perform these tasks and submit to the SFMTA the corresponding Deliverables (collectively, “Work”) within the agreed-upon schedule set forth in Appendix B. The SFMTA shall compensate Contractor for this Work in accordance with Sections 3.3.1 and 3.3.2 of this Agreement based on the pricing per task set forth in Appendix B. Time is of the essence in the performance of this Work. Contractor shall promptly inform the SFMTA if Contractor requires additional time to complete any task or Deliverable.

#### General Assumptions:

The following General Assumptions apply for tasks performed under the Potrero Bus Yard Modernization Project – Predevelopment Agreement Phase and Project Agreement Phase:

- a. HDR’s review of documents does not relieve the Lead Developer or Design Builder of their responsibility to meet the standard of care for the Potrero Bus Yard Modernization Project (“Potrero Project”).
- b. All Work will be performed virtually; no travel.
- c. Biweekly meetings = one meeting every other week.
- d. HDR is not responsible for the management of City staff or City consultants or contractors, and will perform any P3 program management services in connection with the Potrero Project.
- e. Subtask 1a is budgeted under the Presidio Purchase Order with SFMTA as proposed Task 18f.

#### **1. POTRERO BUS YARD MODERNIZATION PROJECT – PREDEVELOPMENT AGREEMENT PHASE**

Bus Yard Component (BYC) Design Review and Validation. The table, below, lists the Potrero Project’s design disciplines and the party (or related entity) with primary and secondary responsibility for review of design documents developed by the project’s Lead Developer during the Predevelopment Agreement Phase:



<b>Discipline</b>	<b>Primary</b>	<b>Secondary</b>
Program	HDR	SFMTA CP&C, SFMTA Transit, SFMTA Facilities Maintenance
Layout	HDR	SFMTA CP&C, SFMTA Transit, SFMTA Facilities Maintenance
ADA	Disability Access Coordinator (DAC)	HDR
LEED	---	HDR
Design Criteria Architect and Architecture	HDR	---
Mechanical	HDR	SFMTA CP&C, SFMTA Facilities Maintenance, SFMTA MOW
Electrical	HDR	SFMTA CP&C, SFMTA Facilities Maintenance, SFMTA MOW
Civil/Site Utilities	HDR	---
Transit Equipment	HDR	SFMTA Transit, SFMTA CP&C, SFMTA Facilities Maintenance, SFMTA MOW
Transit Operating Systems (OCS, TMC, Street Ops Radio)	SFMTA Transit	HDR
Fire Protection/Life Safety	HDR	---
Water Proofing	HDR	---
IT Systems	HDR	SFMTA IT

Described below are the tasks for the Potrero Bus Yard Modernization Project – Predevelopment Agreement Phase.

**Task 19.1b – Draft 50% Schematic Design Review**

Review of Lead Developer’s submittal to the City by the following disciplines:

- Program – Primary
- Layout – Primary
- ADA – Secondary
- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary
- Civil/Site Utilities– Primary
- Transit Equipment – Primary

- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio
- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

**Deliverable:**

Review Comments and Issues Resolution Log via BlueBeam (PDF) and/or Excel for HDR, PW, and SFMTA. HDR will create a SharePoint site for HDR, PW, and SFMTA to enter comments during review. HDR will compile, sort, and distribute to Lead Developer.

**Key Schedule Milestones:**

5-week duration: 3/8/2023 – 4/11/2023

**Meetings:**

- 12/2022 – 2/2023 bi-weekly (meetings will be conducted virtually)
- 10 people and/ or disciplines for 8 one-hour bi-weekly meetings
- Bi-weekly meeting topics (may include the following):
  - o Schedule
  - o Design direction
  - o Agency interactions or approvals
  - o Lead Developer will cover design status by discipline
  - o Action Items Log
  - o Design Issues Log
  - o RFI Log
- Meeting minutes will be provided promptly after each meeting; meetings may be recorded if agreed upon by all.

**Review:**

- First week of 5-week duration, half an hour internal HDR discipline team meeting for direction and guidance on review.
- Fourth week of 5-week duration, half an hour internal HDR discipline team meeting for distribution for HDR project assistant will organize and compile review comments.
- Each discipline listed above will have 40 hours to conduct review during the first 3-weeks of the 5-week duration listed above. The last 2-weeks will be used to assemble review documents.
- Half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.

**RFI Submittals:**

- All questions, clarifications, and issues from Lead Developer shall be submitted in a request for information (RFI) format. The City and HDR will respond to RFIs in a timely matter.
- Each discipline has 4 hours to respond to RFIs as they arise.

**Travel:**

N/A

**Task 19.1c – Final 50% Schematic Design Review**

Review of Lead Developer’s submittal to the City by the following disciplines to verify comments from Draft 50% Schematic Design submittal have been addressed:

- Program – Primary
- Layout – Primary
- ADA – Secondary
- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary
- Civil/Site Utilities– Primary
- Transit Equipment – Primary
- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio
- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

**Deliverable:**

Review Comments and Issues Resolution Log via BlueBeam (PDF) and/or Excel for HDR, PW, and SFMTA. HDR will create a SharePoint site for HDR, PW, and SFMTA to enter comments during review. HDR will compile, sort, and distribute to Lead Developer.

**Key Schedule Milestones:**

- 1-week duration. 5/3/2023 – 5/9/2023
- 4/2023 – 5/2023 bi-weekly meetings will be conducted
- 10 people and/ or disciplines for 2 one-hour bi-weekly meetings
- project manager will send email to internal HDR disciplines with direction and guidance on review.
- Each discipline listed above will have 8 hours to conduct review during the 1-week duration listed above.
- Half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.

**Travel:**

N/A

**Task 19.2a – Draft 100% Schematic Design Review**

Review of Lead Developer’s submittal to the City by the following disciplines:

- Program – Primary
- Layout – Primary
- ADA – Secondary

- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary
- Civil/Site Utilities– Primary
- Transit Equipment – Primary
- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio
- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

**Deliverable:**

Review Comments and Issues Resolution Log via BlueBeam (PDF) and/or Excel for HDR, PW, and SFMTA. HDR will create a SharePoint site for HDR, PW, and SFMTA to enter comments during review. HDR will compile, sort, and distribute to Lead Developer.

**Key Schedule Milestones:**

4-week duration: 8/9/2023 – 9/12/2023

**Meetings:**

- 5/2023 – 7/2023: bi-weekly (meetings will be conducted virtually)
- 10 people and/or disciplines for 8 one-hour bi-weekly meetings
- Bi-weekly Meeting Topics (may include the following):
  - o Schedule
  - o Design direction
  - o Agency interactions or approvals
  - o Developer will cover design status by Discipline
  - o Action Items Log
  - o Design Issues Log
  - o RFI Log
- Meeting minutes will be provided promptly after each meeting; meetings may be recorded if agreed upon by all.

**Review:**

- First week of 4-week duration, half an hour internal HDR discipline team meeting for direction and guidance on review.
- Third week of 4-week duration, half an hour internal HDR discipline team meeting for distribution for HDR project assistant to organize and compile review comments.
- Each discipline listed above will have 40 hours to conduct review during the first 2-weeks of the 4-week duration listed above. The last 2-weeks will be used to assemble review documents.
- Half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.

**RFI Submittals:**

- All questions, clarifications, and issues from Lead Developer shall be submitted in an RFI format. The City and HDR will respond to RFIs in a timely matter.
- Each discipline has 4 hours to respond to RFIs as they arise.

**Travel:**

N/A

**Task 19.2b – Final 100% Schematic Design Review**

Review of Lead Developer's submittal to the City by the following disciplines to verify comments from Draft 100% Schematic Design submittal have been addressed:

- Program – Primary
- Layout – Primary
- ADA – Secondary
- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary
- Civil/Site Utilities– Primary
- Transit Equipment – Primary
- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio
- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

**Deliverable:**

Review Comments and Issues Resolution Log via BlueBeam (PDF) and/or Excel for HDR, PW, and SFMTA. HDR will create a SharePoint site for HDR, PW, and SFMTA to enter comments during review. HDR will compile, sort, and distribute to Lead Developer.

**Key Schedule Milestones:**

- 1-week duration: 10/4/2023 – 10/10/2023
- Meeting with the City, City's consultants, and HDR to discuss design and review comments (4 hours)
- 9/2023 – 10/2023: bi-weekly meetings will be conducted
- 10 people and/or disciplines for 2 one-hour bi-weekly meetings
- HDR project manager will send email to internal HDR disciplines with direction and guidance on review.
- Each discipline listed above will have 8 hours to conduct review during the 1-week duration listed above.
- Half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.

**Travel:**

N/A

### **Task 19.3a – Design-Builder Submittals Review**

Review of Design Builder submittals to the Lead Developer and City by the following disciplines:

- Program – Primary
- Layout – Primary
- ADA – Secondary
- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary
- Civil/Site Utilities– Primary
- Transit Equipment – Primary
- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio
  
- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

#### **Deliverable:**

Review Comments and Issues Resolution Log via BlueBeam (PDF) and/or Excel for HDR, PW, and SFMTA. HDR will create a SharePoint site for HDR, PW, and SFMTA to enter comments during review. HDR will compile, sort, and distribute to Lead Developer.

#### **Key Schedule Milestones:**

5-week duration.

#### **Meetings:**

- 2 months of bi-weekly (meetings will be conducted virtually)
- 10 people and/or disciplines for 4 one-hour bi-weekly meetings
- Bi-weekly Meeting Topics (may include the following)
  - o Schedule
  - o Design direction
  - o Agency interactions or approvals
  - o Developer will cover design status by Discipline
  - o Action Items Log
  - o Design Issues Log
  - o RFI Log
  
- Meeting minutes will be provided promptly after each meeting; meetings may be recorded if agreed upon by all.

**Review:**

- First week of 5-week duration, half an hour internal HDR discipline team meeting for direction and guidance on review.
- Fourth week of 5-week duration, half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.
- Each discipline listed above to have 40 hours to conduct review during the first 3-weeks of the 5-week duration listed above. The last 2-weeks will be used to assemble review documents.
- Half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.

**RFI Submittals:**

- All questions, clarifications, and issues from Lead Developer shall be submitted in an RFI format. The City and HDR will respond to RFIs in a timely matter.
- Each discipline has 4 hours to respond to RFIs as they arise.

**Travel:**

N/A

**Task 19.4 – Contractor Team Coordination; Contract Compliance; QA/QC; Project Management**

This task covers coordination, contract compliance, QA/QC, and project management services for the Hatch/HDR team only.

**2. POTRERO BUS YARD MODERNIZATION PROJECT – PROJECT AGREEMENT PHASE**

The following tasks shall be completed during the Potrero Project’s Project Agreement Phase:

**Task 20.1a –Bus Yard Component Design Review and Validation Meeting**

The following disciplines will attend an all-day (8 hour) meeting to present the Lead Developer’s proposed RFP design to SFMTA stakeholders and address stakeholder feedback prior to initiating public meetings and City’s review and permitting processes.

- Program – Primary
- Layout – Primary
- ADA – Secondary
- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary
- Civil/Site Utilities– Primary
- Transit Equipment – Primary
- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio

- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

**Deliverable:**

N/A

**Key Schedule Milestones:**

Lead Developer will schedule and conduct.

**Travel:**

N/A

**Task 20.1b Draft 50% Design Development Review**

Review of Lead Developer’s submittal to the City by the following disciplines.

- Program – Primary
- Layout – Primary
- ADA – Secondary
- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary
- Civil/Site Utilities– Primary
- Transit Equipment – Primary
- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio
- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

**Deliverable:**

Review Comments and Issues Resolution Log via BlueBeam (PDF) and/or Excel for HDR, PW, and SFMTA. HDR will create a SharePoint site for HDR, PW, and SFMTA to enter comments during review. HDR will compile, sort, and distribute to Lead Developer.

**Key Schedule Milestones:**

5-week duration.

**Meetings:**

- 3 months of bi-weekly (meetings will be conducted virtually)
- 10 people and/or disciplines for 6 one-hour bi-weekly meetings
- Bi-weekly meeting topics (may include the following):



- Schedule
  - Design direction
  - Agency interactions or approvals
  - Developer will cover design status by Discipline
  - Action Items Log
  - Design Issues Log
  - RFI Log
- Meeting minutes will be provided promptly after each meeting; meetings may be recorded if agreed upon by all.

**Review:**

- First week of 5-week duration, half an hour internal HDR discipline team meeting for direction and guidance on review.
- Fourth week of 5-week duration, half an hour internal HDR discipline team meeting for distribution for project assistant will organize and compile review comments.
- Each discipline listed above will have 40 hours to conduct review during the first 3-weeks of the 5-week duration listed above. The last 2-weeks will be used to assemble review documents.
- Half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.

**RFI Submittals:**

- All questions, clarifications, and issues from Lead Developer shall be submitted in an RFI format. The City and HDR will respond to RFIs in a timely matter.
- Each discipline has 4 hours to respond to RFIs as they arise.

**Travel:**

N/A

**Task 20.1c Final 50% Design Development Review**

Review of Lead Developer submittal to the City by the following disciplines to verify comments from Draft 50% Design Development submittal have been addressed.

- Program – Primary
- Layout – Primary
- ADA – Secondary
- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary
- Civil/Site Utilities– Primary
- Transit Equipment – Primary
- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio

- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

**Deliverable:**

Review Comments and Issues Resolution Log via BlueBeam (PDF) and/or Excel for HDR, PW, and SFMTA. HDR will create a SharePoint site for HDR, PW, and SFMTA to enter comments during review. HDR will compile, sort, and distribute to Lead Developer.

**Key Schedule Milestones:**

- 2-week duration.
- Meeting with the City and Review Team to discuss design and review comments (4 hours)
- One month of bi-weekly meetings will be conducted
- 10 people and/ or disciplines for 2 one-hour bi-weekly meetings
- HDR project manager will send email to internal HDR disciplines with direction and guidance on review.
- Each discipline listed above will have 8 hours to conduct review during the 1-week duration listed above.
- Half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.

**Travel:**

N/A

**Task 20.2a Draft 100% Design Development Review**

Review of Lead Developer’s submittal to the City by the following disciplines.

- Program – Primary
- Layout – Primary
- ADA – Secondary
- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary
- Civil/Site Utilities– Primary
- Transit Equipment – Primary
- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio
- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

**Deliverable:**

Review Comments and Issues Resolution Log via BlueBeam (PDF) and/or Excel for HDR, PW, and SFMTA. HDR will create a SharePoint site for HDR, PW, and SFMTA to enter comments during review. HDR will compile, sort, and distribute to Lead Developer.

**Key Schedule Milestones:**

5-week duration.

**Meetings:**

- 2 months of monthly (meetings will be conducted virtually)
- 10 people and/ or disciplines for 4 two-hour monthly meetings
- Monthly Meeting Topics (may include the following)
  - o Schedule
  - o Design direction
  - o Agency interactions or approvals
  - o Developer will cover design status by Discipline
  - o Action Items Log
  - o Design Issues Log
  - o RFI Log
- Meeting minutes will be provided promptly after each meeting; meetings may be recorded if agreed upon by all .

**Review:**

- First week of 5-week duration, half an hour internal HDR discipline team meeting for direction and guidance on review.
- Fourth week of 5-week duration, half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.
- Each discipline listed above will have 40 hours to conduct review during the first 3-weeks of the 5-week duration listed above. The last 2-weeks will be used will assemble review documents.
- Half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.

**RFI Submittals:**

- All questions, clarifications, and issues from Lead Developer shall be submitted in an RFI format. The City and HDR will respond to RFIs in a timely matter.
- Each discipline has 4 hours to respond to RFIs as they arise.

**Travel:**

N/A

**Task 20.2b – Final 100% Design Development Review**

Review of Lead Developer submittal the City by the following disciplines to verify comments from Draft 100% Design Development submittal have been addressed.

- Program – Primary
- Layout – Primary

- ADA – Secondary
- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary
- Civil/Site Utilities– Primary
- Transit Equipment – Primary
- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio
- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

**Deliverable:**

Review Comments and Issues Resolution Log via BlueBeam (PDF) and/or Excel for HDR, PW, and SFMTA. HDR will create a SharePoint site for HDR, PW, and SFMTA to enter comments during review. HDR will compile, sort, and distribute to Lead Developer.

**Key Schedule Milestones:**

- 1-week duration.
- One month of monthly meetings will be conducted
- 10 people and/ or disciplines for 1 two-hour monthly meeting
- Project manager will send email to internal HDR disciplines with direction and guidance on review.
- Each discipline listed above to have 8 hours will conduct review during the 1-week duration listed above.
- Half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.

**Travel:**

N/A

**Task 20.3a Bus Yard Component (BYC) Design Review and Validation Meeting**

The following disciplines will attend an all-day (8 hour) meeting to present the Lead Developer’s proposed RFP design to SFMTA stakeholders and address stakeholder feedback prior to initiating public meetings and City’s review and permitting processes.

- Program – Primary
- Layout – Primary
- ADA – Secondary
- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary

- Civil/Site Utilities– Primary
- Transit Equipment – Primary
- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio
  
- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

**Deliverable:**

N/A

**Key Schedule Milestones:**

Lead Developer will schedule and conduct.

**Travel:**

N/A

**Task 20.3b – Draft 50% Construction Documents Review**

Review of Lead Developer’s submittal to the City by the following disciplines.

- Program – Primary
- Layout – Primary
- ADA – Secondary
- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary
- Civil/Site Utilities– Primary
- Transit Equipment – Primary
- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio
  
- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

**Deliverable:**

Review Comments and Issues Resolution Log via BlueBeam (PDF) and/or Excel for HDR, PW, and SFMTA. HDR will create a SharePoint site for HDR, PW, and SFMTA to enter comments during review. HDR will compile, sort, and distribute to Lead Developer.

**Key Schedule Milestones:**

5-week duration.

**Meetings:**

- 2 months of monthly (meetings will be conducted virtually)
- 10 people and/ or disciplines for 2 two-hour monthly meetings
- Monthly Meeting Topics (may include the following)
  - o Schedule
  - o Design direction
  - o Agency interactions or approvals
  - o Developer to cover design status by Discipline
  - o Action Items Log
  - o Design Issues Log
  - o RFI Log
  
- Meeting minutes will be provided promptly after each meeting; meetings may be recorded if agreed upon by all.

**Review:**

- First week of 5-week duration, half an hour internal HDR discipline team meeting for direction and guidance on review.
- Fourth week of 5-week duration, half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.
- Each discipline listed above to have 40 hours to conduct review during the first 3-weeks of the 5-week duration listed above. The last 2-weeks will be used to assemble review documents.
- Half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.

**RFI Submittals:**

- All questions, clarifications, and issues from Lead Developer shall be submitted in an RFI format. The City and HDR will respond to RFIs in a timely matter.
- Each discipline has 4 hours to respond to RFIs as they arise.

**Travel:**

N/A

**Task 20.3c – Final 50% Construction Documents Review**

Review of Lead Developer submittal to the City by the following disciplines to verify comments from Draft 50% CD submittal have been addressed.

- Program – Primary
- Layout – Primary
- ADA – Secondary
- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary
- Civil/Site Utilities– Primary

- Transit Equipment – Primary
- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio
  
- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

**Deliverable:**

Review Comments and Issues Resolution Log via BlueBeam (PDF) and/or Excel for HDR, PW, and SFMTA. HDR will create a SharePoint site for HDR, PW, and SFMTA to enter comments during review. HDR will compile, sort, and distribute to Lead Developer.

**Key Schedule Milestones:**

- 1-week duration.
- One month of monthly meetings will be conducted
- 10 people and/ or disciplines for 1 two-hour monthly meeting
- Project manager will send email to internal HDR disciplines with direction and guidance on review.
- Each discipline listed above to have 8 hours to conduct review during the 1-week duration listed above.
- Half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.

**Travel:**

N/A

**Task 20.4a – Draft 100% Construction Documents Review**

Review of Lead Developer’s submittal to the City by the following disciplines.

- Program – Primary
- Layout – Primary
- ADA – Secondary
- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary
- Civil/Site Utilities– Primary
- Transit Equipment – Primary
- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio

- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

**Deliverable:**

Review Comments and Issues Resolution Log via BlueBeam (PDF) and/or Excel for HDR, PW, and SFMTA. HDR will create a SharePoint site for HDR, PW, and SFMTA to enter comments during review. HDR will compile, sort, and distribute to Lead Developer.

**Key Schedule Milestones:**

5-week duration.

**Meetings:**

- 2 months of monthly (meetings will be conducted virtually)
- 10 people and/ or disciplines for 2 two-hour monthly meetings
- Monthly Meeting Topics (may include the following)
  - o Schedule
  - o Design direction
  - o Agency interactions or approvals
  - o Developer to cover design status by Discipline
  - o Action Items Log
  - o Design Issues Log
  - o RFI Log
- Meeting minutes will be provided promptly after each meeting; meetings may be recorded if agreed upon by all.

**Review:**

- First week of 5-week duration, half an hour internal HDR discipline team meeting for direction and guidance on review.
- Fourth week of 5-week duration, half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.
- Each discipline listed above to have 40 hours to conduct review during the first 3-weeks of the 5-week duration listed above. The last 2-weeks will be used to assemble review documents.
- Half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.

**RFI Submittals:**

- All questions, clarifications, and issues from Lead Developer shall be submitted in an RFI format. The City and HDR will respond to RFIs in a timely matter.
- Each discipline has 4 hours to respond to RFIs as they arise.

**Travel:**

N/A

**Task 20.4b – Final 100% Construction Documents Review**

Review of Lead Developer’s submittal to the City by the following disciplines to verify



comments from Draft 100% Construction Documents submittal have been addressed.

- Program – Primary
- Layout – Primary
- ADA – Secondary
- LEED – Secondary
- Design Criteria Architect – Primary
- Mechanical – Primary
- Electrical – Primary
- Civil/Site Utilities– Primary
- Transit Equipment – Primary
- Transit Operating Systems – Secondary
  - OCS
  - TMC
  - Street Ops Radio
  
- Fire Protection/Life Safety – Primary
- Water-Proofing – Primary
- IT Systems – Primary

**Deliverable:**

Review Comments and Issues Resolution Log via BlueBeam (PDF) and/or Excel for HDR, PW, and SFMTA. HDR will create a SharePoint site for HDR, PW, and SFMTA to enter comments during review. HDR will compile, sort, and distribute to Lead Developer.

**Key Schedule Milestones:**

- 1-week duration.
- One month of monthly meetings will be conducted
- 10 people and/ or disciplines for 1 two-hour monthly meeting
- Project manager will send email to internal HDR disciplines with direction and guidance on review.
- Each discipline listed above to have 8 hours to conduct review during the 1-week duration listed above.
- Half an hour internal HDR discipline team meeting for distribution for project assistant to organize and compile review comments.

**Travel:**

N/A

**Task 20.5 – Contractor Team Coordination; Contract Compliance; QA/QC; Project Management**

This task covers coordination, contract compliance, QA/QC, and project management services for the Hatch/HDR team only.

**3. PRESIDIO YARD – AS-NEEDED SUPPORT**

**Task 21 – As-Needed Support**

Description: During the term of this Agreement, on an as-needed, Task Order basis, the SFMTA may need to procure consulting services related to planning, implementation measures, and recommendations at Presidio Bus Yard Facility (Presidio Yard), and may require the Contractor's technical expertise and participation in required revisions and additional tasks related to the Design Criteria, Joint Development Scenario Planning, and Development Planning at the Presidio Yard. Example tasks may include but are not limited to the following:

1. Historic preservation alternatives anticipated as required for NEPA or CEQA review for the project – Associated to Task 14c and Task 14d.
2. Unanticipated modifications to Presidio Yard Design Criteria Document and Drawing Package – Associated to Task 14e and Task 14f.
3. Equity assessment for the Project with the interest of communities of color and mitigating any potential negative impacts of the Project on communities of color – Associated to Task 14L and Task 17.
4. Updated market research and cost analysis to reflect most recent macroeconomic conditions and most accurate data and assumptions for bus facility development and joint development associated to Task 14h, Task 14i, and Task 14n.
5. Continuing community and stakeholder engagement including participation in SFMTA and City family meetings – Associated to Task 14L.
6. Support for Presidio RFQ/RFP Development to the SFMTA and Public Works as SFMTA crafts a developer Request for Qualifications and Request for Proposals for the Presidio Yard Modernization Project – Associated to Task 14n, Task 17, and Task 18.
7. Application, review, and edits of federal, state, and/or partner grant applications for the Presidio Yard such as RAISE grants – Associated to Task 14n, Task 17, and Task 18.

See Section 4.4 of the Agreement for the Task Order procedure.

## APPENDIX B

### PROJECT SCHEDULE, BUDGET, AND PAYMENT PROCEDURES

#### 1. Payment Milestones and Payment Schedule

Contractor shall perform the tasks and submit to the SFMTA the Deliverables (collectively, the “Work”) required under this Agreement within the schedule constraints set forth in Table 1, below. For each task, the SFMTA shall pay Contractor the corresponding “amount per task” set forth in Table 1 on the basis progress payments according to the percentage of the Work completed under that task.

**Table 1**

#### Detailed Cost Estimated Completion Date by Task\*

(\*Budgeted amounts per task are current as of the corresponding amendment under which the tasks were added to this Agreement; amounts may have been reallocated among certain tasks after execution of the amendment.)

Task	Amount per Task	Estimated Completion Date
<b>Tasks through Second Amendment of Agreement</b>		
Task 1 – Potrero Yard Kickoff Meeting	\$3,500	December 1, 2017
Task 2 – Review Previous Studies and Complete Gap Analysis	\$20,610	December 15, 2017
Task 3 – Addressing Research Gaps and Completing Current Conditions Report	\$20,610	December 31, 2017
Task 4 – Site Opportunities and Constraints Analysis	\$41,220	December 31, 2017
Task 5 – Potrero Yard and New Bus Facility Design Criteria	\$110,000	February 15, 2018
Task 6 – MME Expansion Design Criteria	\$63,150	March 31, 2018
Task 7 – Initial Joint Development Research for Potrero Yard	\$32,200	January 31, 2018
Task 8 – Joint Development Scenario Prototype for Potrero Yard	\$40,000	February 28, 2018
Task 9 – Additional Draft Joint Development Scenarios for Potrero Yard	\$89,942	March 28, 2018
Task 10 –Support for Stakeholder and Community Outreach	Time and materials, plus expenses, not to exceed \$70,000	October 31, 2019
Task 11 – Final Joint Development Scenarios for Potrero Yard	\$15,463	December 31, 2019
Task 12 – Implementation and Recommendations Report for Potrero Yard	\$63,800	February 28, 2019
Task 13 – Draft and Final Consolidated Report for Potrero Yard	\$40,000	January 31, 2020

<b>Task</b>	<b>Amount per Task</b>	<b>Estimated Completion Date</b>
<i>Task 14 – Presidio Yard As-Needed Tasks:</i>		
Task 14a – Presidio Yard Kickoff Meeting	\$3,840	January 25, 2020
Task 14b – Presidio Yard Current Conditions Analysis – Review Previous Studies and Complete Gap Analysis	\$16,240	February 15, 2020
Task 14c – Presidio Yard Current Conditions Analysis – Addressing Research Gaps and Completing Current Conditions Report	\$16,240	March 15, 2020
Task 14d – Presidio Yard Site Opportunities and Constraints Analysis	\$57,880	April 15, 2020
Task 14e – Presidio Yard Transit Facility Conceptual Program and Design	\$86,685	April 30, 2020
Task 14f – Presidio Yard Design Criteria	\$171,555	July 31, 2020
Task 14g – Presidio Yard Land Use Analysis	\$28,872	May 15, 2020
Task 14h – Presidio Yard Joint Development Market Analysis	\$27,080	May 31, 2020
Task 14i – Joint Development Scenario Prototype for Presidio Yard	\$74,518	August 15, 2020
Task 14j – Initial Presidio Yard Feasibility Report	\$27,488	October 15, 2020
Task 14k – Additional Draft Joint Development Scenarios for Potrero Yard	\$117,180	January 31, 2021
Task 14l– Support for Presidio Yard Stakeholder and Community Outreach	Time and materials, plus expenses, not to exceed \$61,540	November 30, 2023
Task 14m – Final Joint Development Scenarios for Presidio Yard	\$45,093	March 31, 2021
Task 14n – Implementation and Recommendations Report for Presidio Yard	\$49,440	May 31, 2021
Task 14o – Draft and Final Consolidated Report for Presidio Yard	\$28,240	January 31, 2022
<i>Task 15 – Comprehensive Feasibility Analyses for Additional Bus Yards</i>	\$313,000	TBD, based on Task Order(s)
Task 15a – Design Criteria Document for Paratransit Services	\$40,744	July 15, 2018
Task 16 – Design Peer-Review Services	\$300,000	TBD, based on Task Order(s)
<i>Task 17 – General Consultant As-Needed Support:</i>	\$248,037	TBD, based on Task Order(s)
Task 17a – Deed Research, Historic Analysis for Potrero Yard, Presidio Yard, and Kirkland Yard	\$4,350	April 16, 2018
Task 17b – Evaluation of Green LRV Facility, Additional Potrero Yard Design Criteria and Joint Development Scope	\$56,266	October 31, 2019

<b>Task</b>	<b>Amount per Task</b>	<b>Estimated Completion Date</b>
Task 17c – Facilities Design Work for Green LRV Facility and Potrero Yard and Administrative Support for SFMTA Facilities Projects	\$87,428	January 31, 2020
Task 18 – As Needed Revisions	\$100,000	TBD, based on Task Order(s)
Task 18a – Detailed Design Criteria, Equipment List, Drawing Package, and Square Footage Analysis for Potrero Yard	\$278,492	July 31, 2019
Task 18b – Three Level Drawing Package for Potrero Yard	\$30,500	July 31, 2019
Task 18c – Additional Joint Development Analysis and Detailed Design Criteria for Potrero Yard	\$118,796	October 31, 2019
TOTAL, Tasks 1-14o, 15a, 17a-17c, 18a-18c	Not to exceed <b>\$2,038,963</b> (funds may be re-allocated among Tasks 15, 16, 17, and 18 so long as the total not-to-exceed amount does not change)	
<b>SUBTOTAL CONTRACT AMOUNT: As of Second Amendment of Agreement</b>	<b>\$3,000,000</b>	
<b>Tasks Added Under Third Amendment of Agreement</b>		
<b>Tasks for Potrero Yard Modernization Project – Predevelopment Agreement (PDA) Phase</b>		
Task 19.1b-1c: Task 19.1b Draft 50% Schematic Design (SD) Review, Task 19.1c Final 50% Schematic Design (SD) Review	\$ 161,070	April 11, 2023  May 9, 2023
Task 19.2a-2b: Task 19.2a Draft 100% Schematic Design (SD) Review, Task 19.2b Final 100% Schematic Design (SD) Review	\$ 161,070	September 12, 2023  October 10, 2023
Task 19.3a Design Builder Review	\$126,035	December 2023 or 5 weeks after completion of Task 19.2b
Task 19.4 Project Team and Consultant coordination, contract compliance, QA/QC, project management	\$20,168	December 2023 or completion of Task 19.3a

<b>Task</b>	<b>Amount per Task</b>	<b>Estimated Completion Date</b>
<b>Tasks for Potrero Yard Modernization Project – Project Agreement (PA) Phase</b>		
Task 20.1a-1c: Task 20.1a BYC Design Review and Validation Meeting, Task 20.1b Draft 50% Design Development (DD) Review, Task 20.1c Final 50% Design Development (DD) Review	\$175,440	June 2024 or 2 weeks after completion of Task 20.1b
Task 20.2a-2b – Task 20.2a Draft 100% Design Development (DD) Review, Task 20.2b Final 100% Design Development (DD) Review	\$144,770	Sept 2024 or 1 month after completion of Task 20.1b
Task 20.3a-3c – Task 20.3a BYC Design Review and Validation Meeting, Task 20.3b Draft 50% Construction Documents (CD) Review, Task 20.3c Final 50% Construction Documents (CD) Review (HDR)	\$163,690	March 2025 or 1 month after completion of Task 20.3b
Task 20.4a-4b – Task 20.4a Draft 100% Construction Documents (CD) Review, Task 20.4b Final 100% Construction Documents (CD) Review	\$141,645	June 2025 or 1 month after completion of Task 20.4a
Task 20.5 – Project Team and Consultant coordination, contract compliance, QA/QC, project management	\$25,022	June 2025 or at completion of Task 20.4b
<b>Tasks for Presidio Yard Project</b>		
Task 21 – As-needed Support for Presidio Yard Project	\$281,090	TBD, based on Task Orders
<b>SUBTOTAL CONTRACT AMOUNT: Third Amendment of Agreement</b>	<b>\$1,400,000</b>	
<b>TOTAL CONTRACT AMOUNT: as of Third Amendment of Agreement</b>	<b>\$4,400,000</b>	