

THIS PRINT COVERS CALENDAR ITEM NO. : 10.4

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Finance and Information Technology

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute SFMTA Contract No. 2017-26 with Hatch Associates Consultants for analyzing joint development opportunities and facility upgrades at bus and rail yards, in an amount not to exceed \$1,000,000 and for a term of three years, with up to two three-year extensions.

SUMMARY:

- In April 2017, the Director of Transportation notified the Board of Directors of a forthcoming Request for Proposals (RFP) to evaluate the potential for joint development at SFMTA bus yards.
- The RFP was released, and a Notice of Intent to Negotiate with Hatch Associates Consultants, the highest-ranked proposer, was issued in August 2017.
- Contract No. 2017-26 will analyze the feasibility of joint development at SFMTA bus yards.
- The Contract will examine joint development at the Potrero Yard and will establish transit facility design criteria for the Potrero Yard, Muni Metro East (MME), and a possible new bus yard.

ENCLOSURES:

1. SFMTAB Resolution
2. SFMTA Contract No. 2017-26, Bus Yards Development Feasibility Study
3. Draft Facility Assessment and Workspace Planning Report
<https://www.sfmta.com/sites/default/files/agendaitems/2017/6-16-17%20PAG%20Item%205%20-%20DRAFT%202017%20Facilities%20Framework.pdf>

APPROVALS:

	DATE
DIRECTOR 	11/16/2017
SECRETARY 	11/14/2017

ASSIGNED SFMTAB CALENDAR DATE: November 21, 2017

PAGE 2.

PURPOSE

Authorizing the Director of Transportation to execute SFMTA Contract No. 2017-26 with Hatch Associates Consultants for analyzing joint development opportunities and facility upgrades at bus and rail yards, in an amount not to exceed \$1,000,000 and for a term of three years, with up to two three-year extensions.

STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES

This item will meet the following goals and objectives of the SFMTA FY2013-18 Strategic Plan and Transit First Policy Principles:

Strategic Plan Goals/Objectives

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

Goal 2: Make transit, walking, bicycling, taxi, ridesharing & carsharing the preferred means of travel

Objective 2.1: Improve customer service and communications.

Objective 2.2: Improve transit performance.

Objective 2.3: Increase use of all non-private auto modes.

Objective 2.4: Improve parking utilization and manage parking demand.

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

Objective 3.1: Reduce the Agency's and the transportation system's resource consumption, emissions, waste, and noise.

Objective 3.2: Increase the transportation system's positive impact to the economy.

Objective 3.3: Allocate capital resources effectively.

Objective 3.4: Deliver services efficiently.

Objective 3.5: Reduce capital and operating structural deficits.

Goal 4: Create a workplace that delivers outstanding service

Objective 4.2: Create a collaborative and innovative work environment.

Objective 4.4: Improve relationships and partnerships with our stakeholders.

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.

PAGE 3.

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

DESCRIPTION

Background

Completed in 2013, The SFMTA's Real Estate and Facilities Vision for the 21st Century, or "Vision Report," recommended that the SFMTA pursue joint development at various Muni bus yards. The term "joint development" means the development of complementary non-transit uses above a bus yard to realize financial and/or policy goals. In July 2014, staff formally presented the results of the Vision Report and a subsequent Addendum to the SFMTA Board.

In 2017, the draft Facility Assessment and Workspace Planning report, or "Facilities Framework," also highlighted the potential for joint development at multiple bus yards and called for further analysis of the concept. The Facilities Framework is included as Enclosure 3.

Procurement Process

The SFMTA issued a RFP for Contract No. 2017-26 on April 24, 2017 after informing the Board of the intention to do so. The SFMTA received two responses to the RFP from Hatch Associates Consultants and Century Urban, LLC. The SFMTA assembled a review panel which determined that the Hatch Associates team submitted the higher scoring proposal. The SFMTA sent a Notice of Intent to Negotiate to Hatch Associates Consultants in August, 2017.

Hatch is a professional services firm that specializes in transit and other major infrastructure projects in the United States and internationally. Hatch has extensive experience in structuring public-private partnerships to finance and deliver infrastructure projects, an approach that may be advisable for the SFMTA's bus and rail yard upgrades and accompanying joint development.

The SFMTA's Contract Compliance Office established a Local Business Enterprise (LBE) contracting goal of 30% of the total value of the Contract. The Contract Compliance Office reviewed the RFP responses and confirmed that Hatch's response meets the LBE goal and the

PAGE 4.

Non-discrimination Equal Employment requirements of the Contract. The Hatch team includes the following sub-consultants, whose subject-matter expertise and LBE status is noted:

- SITELAB Urban Studio (LBE firm) – architecture and urban design
- Maintenance Design Group – transit facility design
- CHS Consulting Group (LBE firm) – transit planning and design
- VerPlanck Historic Preservation Consulting (LBE firm) – historic preservation consulting
- M Lee Corporation (LBE firm) – construction cost estimating

As the Contract amount is in excess of \$500,000, Hatch must hire a full-time trainee for the term of the Contract, per SFMTA Contract Compliance policy. The purpose of the policy is to extend employment opportunities to economically disadvantaged individuals via the Agency's professional services contracts.

Scope of Work

SFMTA Contract No. 2017-26 will provide a detailed, site-specific analysis of joint development that the Vision Report and the Facilities Framework called for. The first Muni yard to be examined under this Contract is the Potrero Yard. The Potrero Yard is located in the Mission neighborhood and is bounded by 17th, Bryant, Mariposa, and Hampshire streets. Built in 1914, it is one of the oldest Muni bus maintenance and storage yards, and it currently houses approximately 140 trolley coach buses. Both the Vision Report and Facilities Framework identify the Potrero Yard as a prime opportunity site for joint development. The Facilities Framework also recommends that the Potrero Yard be the first of the SFMTA's older bus yards to be rebuilt.

The consultant's first major task will be to define the core transit facility requirements in a rebuilt Potrero Yard. This effort will produce a Design Criteria Document which will furnish dimensions, materials and finishes, performance standards, and other design parameters. The Document will be the basis for the SFMTA's review of design documents during the future design phase of the Yard.

The consultant's next task will be to prepare joint development scenarios that would be compatible with the essential transit function of a rebuilt Potrero Yard. This scenario-building exercise will analyze myriad factors related to financing, design, and community compatibility. With the input of the SFMTA and stakeholders, the consultant will identify the scenario(s) that best fulfill the SFMTA's objectives. The consultant will also provide recommendations for implementing the reconstruction of the Yard, covering topics such as risk mitigation and public/private partnership structure,

Via a separate contract, the SFMTA is in the process of securing a consultant to lead community outreach efforts. The core responsibility and expertise of the outreach consultant is to communicate with the public, lead community meetings, and gather feedback over the course of a multi-year outreach effort. This effort will solicit community feedback not only for the reconstruction of the Potrero Yard but also for a wide range of other SFMTA facilities projects. Hatch Associates Consultants will provide technical assistance to this outreach consultant and

PAGE 5.

will provide subject-matter expertise on an as-needed basis.

The SFMTA is planning on expanding the Muni Metro East (MME) rail facility to accommodate additional light rail vehicles, and potentially buses, on an interim basis. Contract No. 2017-26 requires Hatch to prepare design criteria for the expanded rail/bus facility, similar to the design criteria for the Potrero Yard. The Consultant will also prepare design criteria for a potential new bus facility as the SFMTA is examining the feasibility a new bus division.

The Scope of Services also includes the following possible on-call task orders:

- Completing design criteria and joint development analyses at other SFMTA bus yards;
- Updating the joint development construction cost and financial feasibility analysis at the Potrero Yard to reflect updated hard cost and market data;
- Providing design review services to ensure that forthcoming architectural drawings are consistent with the design criteria prepared by Hatch;
- Miscellaneous on-call services that leverage the multidisciplinary expertise of the Hatch team.

STAKEHOLDER ENGAGEMENT

In January of 2016, staff presented the concept of joint development at SFMTA bus yards to the Policy and Governance Committee (PAG). Staff revisited this concept at a September 2017 meeting of PAG and informed the Committee that negotiations for this Contract were underway. Staff also presented the Facilities Framework at the June 2017 meeting of PAG.

Since the summer of 2017, staff has notified the District Nine Supervisor, Hillary Ronen, and the District Ten Supervisor, Malia Cohen, that this feasibility study would soon be underway. The Potrero Yard and MME are both within District Ten, and the Potrero Yard is directly across the street from District Nine. The Supervisors provided recommendations of stakeholders and community organizations to contact as the work on this Contract gets underway.

In advance of this meeting, staff are reaching out to various stakeholders to apprise them that this feasibility study will soon be initiated.

SFMTA staff are currently planning a series of public meetings from November 2017 through January 2018 to inform the public of the major conclusions and planned capital projects coming out of the Facilities Framework. The initial meeting is envisioned to provide a City-wide perspective on the Framework while subsequent meetings will focus on the Potrero and MME projects.

As the RFP for this project was being developed, staff provided on-going “in-reach” to partner City agencies, such as the Mayor’s Office of Housing and Community Development (MOHCD), Office of Economic and Workforce Development (OEWD), and the Planning Department. The SFMTA looks forward to continued input from these and other City agencies as the scenario planning under this Contract proceeds.

PAGE 6.

As potential development scenarios coalesce, the consultant—in conjunction with the aforementioned public outreach consultant—will ensure a productive, continuing dialogue with the community about the future of the Potrero Yard and MME.

ALTERNATIVES CONSIDERED

The principal alternative to this Contract would be to refrain from further, external analysis of joint development at the Potrero Yard and other yards. A preliminary analysis of joint development was completed as part of the Vision Report in 2013. The SFMTA could use the Vision Report and Facilities Framework as a foundation and rely on the internal expertise of SFMTA and other City staff to craft an RFP for the reconstruction of the Potrero Yard. However, doing so without further, in-depth analysis would put the SFMTA at substantial risk. The SFMTA has not undertaken a public private partnership of this magnitude, and there appear to be few precedents in the United States for a combined bus yard/joint development facility such as this. The Hatch team has international experience with public-private infrastructure projects that are analogous to the Potrero Yard joint development concept that the SFMTA is contemplating. The scale and uniqueness of the Potrero Yard project call for the kind of technical expertise that the Hatch team will provide.

Also, if the SFMTA failed to prepare design criteria for new or expanded transit facilities, the SFMTA would be at greater risk of those facilities' not being designed correctly. Preparing thorough and specific design criteria will ensure a smoother, more cost efficient facility design process.

For these reasons, staff believes that Contract No. 2017-26 will substantially mitigate risk to the SFMTA and yield the best outcome.

FUNDING IMPACT

The cost of Contract No. 2017-26 will be up to \$1,000,000, which will be paid for with local funds. The scope of services is divided between the fixed tasks described above, which comprise \$631,940 of the contract amount, and possible future, on-call task orders

This Contract could ultimately provide substantial savings to the SFMTA. A well-designed public private partnership that combines joint development with a rebuilt bus yard could yield tens of millions of dollars in savings to the SFMTA, as the cost of a replacement transit facility could be substantially offset by the development-related value of the site.

Also, the Design Criteria Documents that the consultant will prepare will result in a more efficient design process for new or replacement SFMTA transit facilities. Design Criteria Documents will make the transit facility design process easier.

ENVIRONMENTAL REVIEW

On October 13, 2017, the SFMTA, under authority delegated by the Planning Department, determined that SFMTA Contract No. 2017-26, Bus Yard Design and Development Services, is

PAGE 7.

not a “project” pursuant to the 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.

The Civil Service Commission approved this Contract at its July 27, 2017, meeting.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors authorize the Director of Transportation to execute SFMTA Contract No. 2017-26 with Hatch Associates Consultants for analyzing joint development opportunities and facility upgrades at bus and rail yards, in an amount not to exceed \$1,000,000 and for a term of three years, with up to two three-year extensions.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, In 2013, the SFMTA completed a comprehensive analysis of its real estate holdings and future real estate needs through the year 2030; this report, The SFMTA's Real Estate and Facilities Vision for the 21st Century, or "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; and,

WHEREAS, In 2017, the SFMTA issued the Facility Assessment and Workspace Planning report (the "Facilities Framework"), which updates and expands upon the recommendations of the Vision Report, accounting for the substantial expansion of the vehicle fleet under the SFMTA's revised fleet plan, and highlights the potential for joint development at multiple bus yards, calling for further analysis of the feasibility of the concept; and,

WHEREAS, SFMTA Contract No. 2017-26, Bus Yard Design and Development Services, fulfills the recommendations of the Vision Report and the 2017 Facilities Framework to analyze the feasibility of joint development at SFMTA bus yards; and,

WHEREAS, The Contract will also examine joint development at the Potrero Yard and will establish detailed transit facility design criteria for the Potrero Yard, Muni Metro East (MME), and a possible new bus yard; and

WHEREAS, On April 24, 2017, the SFMTA issued a Request for Proposals for Bus Yard Design and Development Services; and,

WHEREAS, The SFMTA determined that the proposal received from Hatch Associates Consultants was the highest-scoring proposal according to the selection criteria within the RFP for Bus Yard Design and Development Services; and,

WHEREAS, The Contract Compliance Office reviewed the proposals in response to the RFP and confirmed that Hatch Associates Consultants will meet the Local Business Enterprise participation goal of 30% of the work; and,

WHEREAS, Work under Contract No. 2017-26 will be funded by local sources; and,

WHEREAS, On October 13, 2017, the SFMTA, under authority delegated by the Planning Department, determined that SFMTA Contract No. 2017-26, Bus Yard Design and Development Services is not a "project" pursuant to the 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 San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute Contract No. 2017-26 with Hatch Associates Consultants for analyzing joint development opportunities and facility upgrades at bus and rail yards, in an amount not to exceed \$1,000,000 and for a term of three years, with up to two three-year extensions, to be exercised at the discretion of the Director of Transportation.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of November 21, 2017.

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

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

Agreement between the City and County of San Francisco and

Hatch Associates Consultants

Contract No. SFMTA-2017-26

Table of Contents

Article 1: Definitions	1
Article 2: Term of the Agreement	2
Article 3: Financial Matters	2
3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation 2	
3.2 Guaranteed Maximum Costs.....	3
3.3 Compensation	3
3.3.1 Amount.....	3
3.3.2 Method of Computing Compensation	3
(a) Tasks 1-10; 12-14	3
(b) Task 11	3
(c) Hourly Rates (Tasks 15-18)	4
(e) Use of Public Transportation	4
3.4 Payment.....	4
3.4.1 Payment Limited to Satisfactory Services	4
3.4.2 Withhold Payments	5
3.4.3 Retention	5
3.4.4 Invoice Format	5
3.4.5 LBE Payment	5
3.4.6 Getting Paid for Goods and/or Services from the City	6
3.5 Audit and Inspection of Records.....	6
3.6 Submitting False Claims	6
Article 4: Services and Resources	6
4.1 Services Contractor Agrees to Perform	6
4.2 Key Personnel	7
4.3 Subcontracting	7
4.4 Task Requirements – As-Needed Tasks (Tasks 15-18)	7
4.4.1 Scope of Work.....	7
4.4.2 Consultant Proposal	8
4.4.3 Negotiation of Cost and Profit	8
4.4.5 Controller Certification	8
4.4.6 Notice to Proceed	8
4.4.7 Changes.....	8
4.4.8 Failure to Agree on Terms of Task	8
4.5 Independent Contractor; Payment of Employment Taxes and.....	8
4.5.1 Independent Contractor.....	9

4.5.2 Payment of Employment Taxes and Other Expenses	9
4.6 Assignment	10
4.7 Warranty	10
Article 5: Insurance and Indemnity	10
5.1 Insurance.....	10
5.2 Indemnification.....	11
Article 6: Liability of the Parties	12
6.1 Liability of City.....	12
6.2 Liability for Use of Equipment	12
6.3 Liability for Incidental and Consequential Damages.....	12
Article 7: Payment of Taxes	12
Article 8: Termination and Default	13
8.1 Termination for Convenience	13
8.2 Termination for Default; Remedies	14
8.3 Non-Waiver of Rights.....	16
8.4 Rights and Duties upon Termination or Expiration	16
Article 9: Rights In Deliverables	17
9.1 Ownership of Results.....	17
9.2 Works for Hire.....	17
Article 10: Additional Requirements Incorporated by Reference	17
10.1 Laws Incorporated by Reference	17
10.2 Conflict of Interest	17
10.3 Prohibition on Use of Public Funds for Political Activity	17
10.4 Reserved.....	17
10.5 Nondiscrimination Requirements	17
10.5.1 Non Discrimination in Contracts.....	17
10.5.2 Nondiscrimination in the Provision of Employee Benefits.....	18
10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance	18
10.7 Minimum Compensation Ordinance	18
10.8 Health Care Accountability Ordinance	18
10.9 First Source Hiring Program.....	18
10.10 Alcohol and Drug-Free Workplace.....	18
10.11 Limitations on Contributions	18
10.12 Reserved. (Slavery Era Disclosure)	19
10.13 Reserved. (Working with Minors)	19
10.14 Consideration of Criminal History in Hiring and Employment Decisions	19

10.15 Reserved. (Public Access to Nonprofit Records and Meetings)	19
10.16 Food Service Waste Reduction Requirements	19
10.17 Reserved. (Sugar-Sweetened Beverage Prohibition)	19
10.18 Tropical Hardwood and Virgin Redwood Ban	19
10.19 Reserved. (Preservative Treated Wood Products)	20
Article 11: General Provisions	20
11.1 Notices to the Parties	20
11.2 Compliance with Americans with Disabilities Act	20
11.3 Reserved.....	20
11.4 Sunshine Ordinance	20
11.5 Modification of this Agreement	20
11.6 Dispute Resolution Procedure.....	20
11.6.1 Negotiation; Alternative Dispute Resolution	20
11.6.2 Government Code Claim Requirement	21
11.7 Agreement Made in California; Venue	21
11.8 Construction.....	21
11.9 Entire Agreement	21
11.10 Compliance with Laws	21
11.11 Severability	21
11.12 Cooperative Drafting	21
11.13 Order of Precedence.....	22
Article 12: SFMTA-Specific Terms	22
12.1 Large Vehicle Driver Safety Training Requirements	22
Article 13: Data and Security	22
13.1 Nondisclosure of Private, Proprietary or Confidential Information.....	22
13.2 Reserved (Payment Card Industry (PCI) Requirements)	22
13.3 Reserved. (Business Associate Agreement).....	23
Article 14: MacBride And Signature	23
14.1 MacBride Principles -Northern Ireland.....	23

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

**Agreement between the City and County of San Francisco and
HATCH ASSOCIATES CONSULTANTS
Contract No. SFMTA-2017-26**

This Agreement is made this _____ day of _____, 2017, in the City and County of San Francisco, State of California, by and between Hatch Associates Consultants, a New York corporation, 827 Broadway, Suite 310, Oakland, CA 94607 (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

A. The SFMTA wishes to procure the services of a qualified and experienced consultant team to develop design criteria for new or replacement transit facilities and to analyze the feasibility of developing complementary non-transit uses adjacent to and/or above transit facilities.

B. A Request for Proposals (RFP) was issued on April 24, 2017, and City selected Contractor as the highest ranked proposer.

C. The Local Business Entity (LBE) subcontracting participation requirement for this Agreement is 30%.

D. Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement.

Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 43791-16/17 on August 7, 2017.

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 “**Agreement**” means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements that are specifically incorporated into this Agreement by reference as provided herein.

1.2 “**CCO**” means SFMTA Contract Compliance Office.

1.3 “**City**” or “**the City**” means the City and County of San Francisco, a municipal corporation.

1.4 “**CMD**” means the Contract Monitoring Division of the City.

1.5 “**Contractor**” or “**Consultant**” means Hatch Associates Consultants.

1.6 “**C&P**” means SFMTA Contracts and Procurement.

1.7 “**Deliverables**” means Contractor’s work product resulting from the Services that are provided by Contractor to City during the course of Contractor’s performance of the Agreement, including without limitation, the work product described in the “Scope of Services” attached as Appendix A.

1.8 “**Effective Date**” means the date upon which the City’s Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.9 “**Key Personnel**” are those participants on a project who contribute in a substantive, measurable way to the project's development.

1.10 “**Mandatory City Requirements**” means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Contractor.

1.11 “**Party**” and “**Parties**” mean the City and Contractor either collectively or individually.

1.12 “**Services**” means the work performed by Contractor under this Agreement as specifically described in the “Scope of Services” attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

1.13 “**San Francisco Municipal Transportation Agency**” or “**SFMTA**” means the agency of City with jurisdiction over all surface transportation in San Francisco, as provided under Article VIII A of the City’s Charter.

1.14 “**Subconsultant**” or “**Subcontractor**” refers to any firm under contract to the Consultant for services under this Agreement.

1.15 “**Task Order**” means the written directive from the SFMTA to Consultant to perform specified work.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the later of: (i) **December 1, 2017**; or (ii) the Effective Date, and expire three years thereafter, unless earlier terminated as otherwise provided herein.

2.2 The City has two options to renew the Agreement for a period of three years each. The City may exercise the option(s) in the Director of Transportation’s sole and absolute discretion by modifying this Agreement as provided in Section 11.5 (Modification of this Agreement).

Article 3 Financial Matters

3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City’s Charter.

Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.2 Guaranteed Maximum Costs. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5 (Modification of this Agreement).

3.3 Compensation.

3.3.1 Amount. Compensation under this Agreement shall be based on a fixed amount for Tasks 1-13 not to exceed (Six Hundred Thirty-One Thousand, Nine Hundred Forty Dollars (\$631,940), and, for As-Needed Tasks 14-17, a negotiated lump sum price per Task for a total amount for Tasks 14-17 not to exceed Three Hundred Sixty-Eight Thousand, Sixty Dollars (\$368,060). In no event shall the total amount of this Agreement exceed One Million Dollars (\$1,000,000).

3.3.2 Method of Computing Compensation.

(a) Tasks 1-9; 11-13. Contractor agrees to perform all work and services in Tasks 1 through 9 and 11 through 13 as described in this Agreement for the fixed prices stated in Appendix B (Project Schedule, Budget, and Payment Procedures), which includes profit, overhead (that is, all direct and indirect costs), and other costs that Consultant 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 include travel expenses, parking, and printing/reproduction charges for written materials, as required. For these tasks, the SFMTA shall not be responsible for, and Consultant shall not seek to be reimbursed or otherwise compensated for, any other costs incurred by Consultant beyond those budgeted in this Agreement, including expenses that may be considered "reimbursable" expenses under other contracts.

(b) Task 10. The services under Task 10 will be provided on a time and materials basis, plus direct costs, for a not-to-exceed amount as stated in Appendix B. Contractor shall provide to the SFMTA an estimate of costs that Contractor will incur during the course of providing services under this Task. Consultant must receive SFMTA approval before incurring any costs under this Task for which Consultant will seek reimbursement.

(c) **Hourly Rates (Tasks 14-17).** The hourly rates in Appendix C shall be used to negotiate amounts for as-needed Tasks 14-17 (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 Consultant 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.

(d) **Direct Costs** The Consultant acknowledges that it is familiar with the provisions of 2 CFR Part 200 (“Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards”). Consultant understands and acknowledges that the City will only pay the Consultant for costs under this Agreement in accordance with 2 CFR Part 200, and that all payments under this Agreement are subject to audit and adjustment. Notwithstanding any other provision of this Agreement, computer usage, facsimile and telecommunication expenses will not be tracked or reimbursed separately as out-of-pocket costs. Consultant and subconsultant personnel relocation costs and entertainment or personal expenses of any kind will not be reimbursable under this Contract. Office and field supplies/equipment expenses will also not be reimbursable unless these supplies and equipment can be demonstrated to be out of the ordinary and used exclusively for the services of this Agreement. Vehicle expenses calculated on a cost-per-mile basis for travel within a 100-mile radius of the City will not be reimbursable.

(e) **Use of Public Transportation.** San Francisco is a transit-first city, and the SFMTA encourages Consultant and Subconsultants to use public transit in performance of its services to the maximum extent possible. The SFMTA will closely review the Consultant's requests for reimbursement of travel expenses. Travel from and to airports must be by public transit to the maximum extent possible. The City reserves the right to refuse to reimburse travel expenses that are not in accord with these policies.

3.4 Payment. Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B. Compensation shall be made for Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes has been satisfactorily performed. In no event shall City be liable for interest or late charges for any late payments. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists.

Except as otherwise agreed to for Tasks 14-17 (As-Needed Tasks), payments for completed Tasks will be made on a “not-to-exceed” fixed price basis. “Not-to-exceed” means that Contractor shall perform its obligations under the Agreement for the amounts listed in Appendix B, regardless of the number of hours that Contractor has expended on the Task.

3.4.1 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the SFMTA approves Services, including any furnished Deliverables, as

satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

3.4.2 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

3.4.3 Retention. The SFMTA shall withhold 10% of each progress payment for Tasks 1-13, pending successful completion of Task 13. The SFMTA shall withhold 10% of each progress payment for Tasks 14-17, pending successful completion of all work under the Contract.

3.4.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include the Contract Progress Payment Authorization Number. The Consultant shall submit invoices for allowable charges incurred in the performance of the Agreement. No invoice shall be rendered if the total work done under this Agreement since the last invoice amounts to less than \$1,500, except that an invoice may be submitted if three months have elapsed since the last invoice was submitted. No more than one invoice shall be submitted in a month. Payment shall be made by City to Contractor at the address specified in Section 11.1, or in such alternate manner as the Parties have mutually agreed upon in writing. The Consultant shall submit invoices in duplicate with each invoice containing the following information:

- (a) Contract Number
- (b) Task Order Number
- (c) Description of the work performed or services rendered
- (d) Name, position, hourly rate and hours worked of employee(s) whose labor is invoiced
- (e) Subconsultant costs supported by invoice itemization in the same format as described here
- (f) Back-up documentation as requested by the SFMTA Liaison
- (g) Total costs
- (h) CMD Form 7

3.4.5 LBE Payment. Contractor must submit all required CMD payment forms to enable CCO to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE Subcontractors within three working days after receiving payment from SFMTA, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment forms. Failure to submit all required CMD payment forms with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required CMD

payment forms are provided. Following SFMTA's payment of an invoice, Contractor has 10 calendar days to submit a CMD Form 9 Payment Affidavit verifying its payments to LBE subcontractors.

3.4.6 Getting Paid for Goods and/or Services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.5 Audit and Inspection of Records. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.6 Submitting False Claims. The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Article 4 Services and Resources

4.1 Services Contractor Agrees to Perform. Contractor agrees to perform the Services provided for in Appendix A (Scope of Services). Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5 (Modification of this Agreement).

4.2 Key Personnel. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Consultant's authorized subcontractors) to perform the Services. Consultant shall comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Consultant. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

The Contractor agrees that the following Key Team Members shall be committed and assigned to work on the Project to the level required by SFMTA for the term of the Agreement:

Alexander Quinn - Hatch
Michael Lindsay - Hatch
Laura Crescimano – Sitelab
Amit Price Patel - Sitelab
Donald Leidy – Maintenance Design Group
Angelo Figone – CHS Consulting Group
Christopher VerPlanck – VerPlanck
Martin Lee – M Lee Corporation

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

4.3 Subcontracting.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 (Additional Requirements Incorporated by Reference) of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the Subcontractor(s) listed below.

Sitelab
Maintenance Design Group
CHS Consulting Group
VerPlanck
M Lee Corporation

4.4 Task Requirements – As-Needed Tasks (Tasks 14-17). 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 the Consultant with a request for a proposal for the performance of the task.

4.4.2 Consultant Proposal. The Consultant 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 the Subconsultants 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 Consultant and Subconsultant personnel). Labor hours for preparing monthly invoices or filling out required SBE forms will not be allowed. Consultant will manage Subconsultants so additional Subconsultant 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 the Consultant a written NTP and task number. The Consultant shall use the task number when submitting invoices to the Project Manager for payment. The Consultant shall not commence work on any task until it 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 the Contractor to proceed with the Task under such conditions as City may require to assure quality and timeliness of the Task performance. **Under no circumstances may the Contractor refuse to undertake a City-ordered Task.**

4.5 Independent Contractor; Payment of Employment Taxes and Other Expenses.

4.5.1 Independent Contractor. For the purposes of this Article 4, “Contractor” shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor’s performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor’s work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor’s compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five business days of Contractor’s receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.5.2 Payment of Employment Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys’ fees, arising from this section.

4.6 Assignment. The Services to be performed by Contractor are personal in character, and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.7 Warranty. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

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

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

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

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

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 All policies shall be endorsed to provide 30 days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1 (Notices to the Parties). All notices, certificates and endorsements shall include the SFMTA contract number and title on the cover page.

5.1.4 Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without

lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

5.1.6 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.7 Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.9 If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 Indemnification. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1 (PAYMENT) OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability for Use of Equipment. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 Liability for Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by the SFMTA.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At the SFMTA’s direction, assigning to City any or all of Contractor’s right, title, and interest under the orders and subcontracts terminated. Upon such assignment, the SFMTA shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to the SFMTA’s approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that the SFMTA designates to be completed prior to the date of termination specified by the SFMTA.

(f) Taking such action as may be necessary, or as the SFMTA may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which the SFMTA has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Contractor shall submit to the SFMTA an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, for which Services the SFMTA has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b) A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of the SFMTA, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the SFMTA or otherwise disposed of as directed by the SFMTA.

(d) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to the SFMTA, and any other appropriate credits to the SFMTA against the cost of the Services or other work.

8.1.4 In no event shall the City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by the SFMTA, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, the SFMTA may deduct: (i) all payments previously made by the SFMTA for Services covered by Contractor's final invoice; (ii) any claim which the SFMTA may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the SFMTA, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and the SFMTA's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 The City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 Each of the following shall constitute an immediate event of default (Event of Default) under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.
4.5	Assignment
Article 5	Insurance and Indemnity
Article 7	Payment of Taxes
10.10	Alcohol and Drug-Free Workplace
11.10	Compliance with Laws
13.1	Nondisclosure of Private, Proprietary or Confidential Information

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from the SFMTA to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

- 3.4.1 Payment Limited to Satisfactory Services
- 3.5 Audit and Inspection of Records
- 3.6 Submitting False Claims
- Article 5 Insurance and Indemnity
- 6.1 Liability of City
- 6.3 Liability for Incidental and Consequential Damages
- Article 7 Payment of Taxes
- 8.1.6 Payment Obligation
- 9.1 Ownership of Results
- 9.2 Works for Hire
- 11.6 Dispute Resolution Procedure
- 11.7 Agreement Made in California; Venue
- 11.8 Construction
- 11.9 Entire Agreement
- 11.10 Compliance with Laws
- 11.11 Severability
- 13.1 Nondisclosure of Private, Proprietary or Confidential Information

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1 above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 Ownership of Results. Any interest of Contractor or its subcontractors in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 Works for Hire. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement (Mandatory City Requirements) are available at http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 Conflict of Interest. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity. In performing the Services, Contractor shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Reserved.

10.5 Nondiscrimination Requirements

10.5.1 Non Discrimination in Contracts. Contractor shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Contractor shall incorporate by

reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance. Contractor shall comply with all applicable provisions of Chapter 14B (LBE Ordinance). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall utilize LBE Subcontractors for at least 30% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance. Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance. Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or

loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

10.12 Reserved. (Slavery Era Disclosure)

10.13 Reserved. (Working with Minors)

10.14 Consideration of Criminal History in Hiring and Employment Decisions

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions) of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Reserved. (Public Access to Nonprofit Records and Meetings)

10.16 Food Service Waste Reduction Requirements. Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Reserved. (Sugar-Sweetened Beverage Prohibition)

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

10.19 Reserved. (Preservative Treated Wood Products)

Article 11 General Provisions

11.1 Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Rafe Rabalais
Long Range Asset Development Manager
One South Van Ness Avenue
8th Floor, Room 8161
San Francisco CA 94103
415-646-2764 (Phone)
e-mail: rafe.rabalais@sfmta.com

To Contractor: Alexander Quinn
Director of Sustainable Economics
827 Broadway, Suite 310
Oakland, CA 94607
510-847-4735 (Phone)
e-mail: Alexander.Quinn@hatch.com

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Reserved.

11.4 Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1 (Notices to Parties) regarding change in personnel or place, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with the SFMTA to submit to the CCO any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco

Administrative Code Section 21.35, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.6.2 Government Code Claim Requirement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.7 Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5 (Modification of this Agreement).

11.10 Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence. Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing Task Orders, the RFP, and Contractor's proposal dated July 18, 2016. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

Article 12 SFMTA-Specific Terms

12.1 Large Vehicle Driver Safety Training Requirements.

12.1.1 Contractor agrees that before any of its employees and subcontractors drive large vehicles within the City and County of San Francisco, those employees and subcontractors shall successfully complete either (a) the SFMTA's Large Vehicle Urban Driving Safety training program or (b) a training program that meets the SFMTA's approved standards for large vehicle urban driving safety. The SFMTA's approved standards for large vehicle urban driving safety is available for download at www.SFMTA.com/largevehicletrainingsstandards. This requirement does not apply to drivers providing delivery services who are not employees or subcontractors of the Contractor. For purposes of this section, "large vehicle" means any single vehicle or combination of vehicle and trailer with an unladen weight of 10,000 pounds or more, or a van designed to carry 10 or more people.

12.1.2 By entering into this Agreement, Contractor agrees that in the event the Contractor fails to comply with the Large Vehicle Driver Safety Training Requirements, the City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of up to One Thousand Dollars (\$1,000) per employee or subcontractor who is permitted to drive a large vehicle in violation of these requirements is not a penalty, but is a reasonable estimate of the loss that City will incur based on the Contractor's failure to comply with this requirement, established in light of the circumstances existing at the time this Contract was awarded. City may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

13.2 Reserved. (Payment Card Industry (PCI) Requirements.)

13.3 Reserved. (Business Associate Agreement.)

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland. The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>Authorized By: Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary</p> <p>Approved as to Form: Dennis J. Herrera, City Attorney</p> <p>By: _____ Robin M. Reitzes Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>Hatch Associates Consultants</p> <hr/> <p>Robert Pell Director of Urban Solutions 827 Broadway, Suite 310 Oakland, CA 94607</p> <p>City vendor number: 76532</p> <p><u>Acknowledgement of Large Vehicle Driver Safety Training Requirements:</u></p> <p>By signing this Agreement, Contractor acknowledges that it has read and understands Section 12.1: Large Vehicle Driver Safety Training Requirements.</p>
--	---

n:\ptc\as2017\1000409\01223386.doc

Appendices

- A: Scope of Services
- B: Project Schedule, Budget, and Payment Procedures
- C: Billing Rates
- D: Task Order Request Form

Appendix A

Scope of Services

A. PROJECT OVERVIEW

1. The SFMTA has jurisdiction over multiple facilities or “yards” for the storage and maintenance of bus and rail vehicles. Potrero Yard houses a fleet of trolley coach buses. Potrero Yard is outmoded and must be completely rebuilt, possibly with complementary, non-transit uses (“joint uses” or “joint development”) above the rebuilt transit facility. For Potrero Yard, the Consultant shall review its current operations, describe in detail the transit facilities that must be rebuilt, analyze its potential for joint development, assist in outreach to community stakeholders, and provide recommendations to the SFMTA.
2. The SFMTA is determining the feasibility of building an entirely new bus yard (New Bus Facility). The purpose of the New Bus Facility would be to permanently accommodate a portion of the SFMTA’s bus fleet and to temporarily accommodate buses that will be displaced from other yards that are scheduled to be rebuilt. Building on previous studies completed by the SFMTA, the Consultant shall describe in detail the interim and the permanent transit facilities that must be accommodated in the New Bus Facility. The Consultant shall assist in outreach to community stakeholders, as needed, to explain the function, scope, and development timeline of the Facility.
3. The Muni Metro East (MME) facility is one of the SFMTA’s storage and maintenance facilities for the light rail vehicle (LRV) fleet. MME will need to be expanded to accommodate a growing LRV fleet. Also, should the New Bus Facility described in A.2 not be constructed, MME will be needed to accommodate buses that will be temporarily displaced from other yards that are scheduled to be rebuilt (MME Expansion). Building on previous studies completed by the SFMTA, the Consultant shall describe in detail the interim and the permanent facilities that must be accommodated in the MME Expansion. The Consultant shall assist in outreach to community stakeholders, as needed, to explain the function, scope, and development timeline of the MME Expansion.
4. The SFMTA has numerous other vehicle storage and maintenance facilities under its jurisdiction. On an as-needed, Task-Order basis, the Consultant shall provide services similar to A.1 – A.3 for these other SFMTA yards.
5. As work begins on the detailed design of new or replacement bus facilities, the SFMTA may require the services of a third party peer reviewer to assess the overall quality of design documents and monitor construction progress. On an as-needed, Task-Order basis, the Consultant shall conduct a peer review and make recommendations for revisions and

approval of all subsequent design deliverable documents and/or construction progress for transit facilities. Consultant shall also provide administration and oversight services during construction.

6. The SFMTA will provide Consultant with all studies, reports, and analyses that have been completed that will provide Consultant with a baseline understanding of the SFMTA facilities to be analyzed under this Contract. These include:
 - a. *The SFMTA's Real Estate and Facilities Vision for the 21st Century* (2013)
 - b. *Addendum to SFMTA's Real Estate and Facilities Vision for the 21st Century – Vision Refinement for Coach Facilities* (2014)
 - c. *Facility Assessment and Workspace Planning* report (2017)
 - d. *2017 SFMTA Facilities Framework Addendum*
 - e. *Site Master Planning Charrette Report* (2017)

B. DELIVERABLES

Consultant shall conduct research, develop facility design criteria documents and joint use scenarios, and produce a final report outlining Consultant's findings and recommendations. Consultant shall formally present its findings at up to three meetings with SFMTA executive staff or the SFMTA Board, as the SFMTA may direct. The SFMTA may direct Consultant to present at additional meetings, as described in Section B.10 (Task 10) below.

Consultant shall perform the tasks described in this Appendix A within the agreed-upon Project schedule. The SFMTA shall compensate Consultant for that work in accordance with the project schedule set out in Appendix B. Time is of the essence in the performance of the work under this Agreement. Contractor shall promptly inform the SFMTA if it requires additional time to complete a task or provide a deliverable.

1. Task 1 – Kickoff Meeting

- a. Description: Consultant shall lead a kickoff meeting consisting of Consultant and its Subconsultants, SFMTA staff, and any other City staff relevant to the project. At the meeting, Consultant shall provide an introduction to the project team, confirm reporting responsibilities and lines of communication, discuss timelines for interim deliverables, and provide a detailed project schedule. Consultant shall lead an open discussion to ensure that there is clear understanding of the project methodology, objectives, and any potential obstacles. Consultant shall also request from the SFMTA any data, materials, contacts, or interviews with Agency staff that Consultant will need to complete the project.
- b. Deliverables:
 - (1) Detailed project schedule in Microsoft Excel format (digital copy and hard copies for review at meeting),
 - (2) Summary of SFMTA data requested by Consultant (digital copy)

- (3) Kickoff meeting notes (digital copy)
- (4) Team contact information (digital copy)

c. Completion Date: December 1, 2017

2. Task 2 – Current Conditions Analysis – Review Previous Studies and Complete Gap Analysis

- a. Description: The SFMTA has completed a number of studies that have analyzed the current condition of its yards and established a framework for their reconstruction. These studies include those listed in Section A.6 above. The most recent of these, the *2017 SFMTA Facilities Framework Addendum*, outlines three potential scenarios for capital investments across the SFMTA campus: Scenarios 1A and 1B, in which the New Bus Facility is built to accommodate growth in the transit fleet, and Scenario 2A, in which fleet growth is accommodated by expanding capacity at existing yards. In Scenarios 1A and 1B, buses temporarily displaced from yards undergoing reconstruction would be housed at the New Bus Facility. In Scenario 2A, temporarily displaced buses would be accommodated at the MME Expansion.

Consultant shall review in detail the contents and recommendations of, at a minimum, the studies listed in Section A.6. At the direction of the SFMTA, Consultant shall review any other studies or reports that will help to inform Consultant’s understanding of SFMTA facilities. The goal of this document review and the overall Current Conditions Analysis described in Sections B.2 and B.3 (Tasks 2 and 3) is for Consultant to understand at a minimum:

- i. The number and type of buses currently stored at Potrero Yard;
- ii. Vehicle ingress and egress at Potrero Yard and vehicle circulation within and adjacent to the yard;
- iii. The overall condition of Potrero Yard facilities, including employee satisfaction, potential hazards, efficiencies and inefficiencies of the existing layout;
- iv. The quantity and location of employee parking at Potrero Yard;
- v. The quantity, type, condition, and approximate size of Potrero Yard maintenance facilities, such as parts storage areas, lifts, bus washes, and service bays;
- vi. The quantity, type, condition, and approximate size of Potrero Yard administrative and personnel facilities, such as offices, locker rooms, and Gilley rooms;

- vii. The anticipated schedule for the design, entitlement, and reconstruction of Potrero Yard under Scenarios 1A/1B¹ and 2A and how the schedule relates to the SFMTA’s campus-wide schedule for capital improvements through 2040, as well as how it relates to the SFMTA’s fleet plan;
- viii. Under Scenarios 1A/1B and 2A, the plan for temporary relocation of the Potrero bus fleet during reconstruction of Potrero Yard, the timeline for the temporary relocation of the fleet, and the capital improvements required at the temporary “swing” facility to house the Potrero fleet during reconstruction;
- ix. Under Scenarios 1A/1B and 2A, the number and type of buses that must be accommodated at a rebuilt Potrero Yard and how the bus storage requirements of a future Potrero Yard relate to the SFMTA’s overall fleet plan;
- x. Under Scenarios 1A and 1B, the number and type of buses that would be housed at the New Bus Facility, both permanently and on a temporary basis during the reconstruction of other yards;
- xi. Under Scenarios 1A and 1B, the transit- and non-transit uses that would be housed at the New Bus Facility;
- xii. Under Scenarios 1A and 1B, the anticipated schedule for the design, entitlement, and construction of the New Bus Facility and how the schedule relates to the SFMTA’s campus-wide schedule for capital improvements through 2040, as well as how it relates to the SFMTA’s fleet plan;
- xiii. Under Scenarios 1A/1B² and 2A, the number and type of buses and LRVs that would be housed at the MME Expansion, both permanently and on a temporary basis during the reconstruction of other yards;
- xiv. Under Scenarios 1A/1B and 2A, the transit and non-transit uses that would be housed at the MME Expansion;
- xv. Under Scenarios 1A/1B and 2A, the anticipated schedule for the design, entitlement, and construction of the MME Expansion and how the schedule relates to the SFMTA’s overall schedule for capital improvements through 2040.

As Consultant reviews the completed studies, Consultant shall identify any inconsistencies, inaccuracies, or ambiguities and shall notify the SFMTA accordingly. Consultant shall also prepare a Gap Analysis that identifies in what ways the completed studies do not adequately address items i. – xv. above. The Gap Analysis shall also note where further research is needed regarding any other aspect of Potrero Yard, the New Bus Facility, and the MME Expansion that will help Consultant to complete the tasks in this Appendix A. The Gap Analysis shall also outline a proposed schedule and task list for completing further research, including site visits, interviews, questionnaires, or other

1 Scenarios 1A and 1B recommend the same facility program and construction schedule for Potrero Yard. Thus, they are presented here as effectively the same Scenario.

2 As with Potrero Yard, Scenarios 1A and 1B are effectively the same Scenario for the MME Expansion.

techniques.

b. Deliverables:

(1) Current Conditions Gap Analysis for Potrero Yard, New Bus Facility, and MME Expansion (digital copy)

c. Completion Date: December 15, 2017

3. Task 3 – Current Conditions Analysis – Addressing Research Gaps and Completing Current Conditions Report

Consultant shall review with the SFMTA the Gap Analysis completed in Task 2 and shall coordinate with the SFMTA to complete any outstanding research tasks. Upon completion of these research tasks, Consultant shall prepare a Draft Current Conditions Report (not to exceed five pages, unless the otherwise authorized by the SFMTA) that describes the current conditions of Potrero Yard. The Current Conditions Report shall also describe the anticipated future program for Potrero Yard, the New Bus Facility, and the MME Expansion under Scenarios 1A, 1B, and 2A. The Current Conditions Report will address, at a minimum, items i. – xv. in Task 2. Consultant shall present this information in a clear, concise, user-friendly manner through the use of illustrative tables, charts, graphics and narrative as appropriate, all within the five-page maximum.

In coordination with the SFMTA, Consultant shall prepare copies of the Draft Current Conditions Report for distribution to the SFMTA’s executive staff. The SFMTA will provide Consultant with suggested edits or modifications to the document, whereupon Consultant shall prepare a Final Current Conditions Report. The Final Current Conditions Report will be distributed to SFMTA executive staff. The purpose of the Draft and Final Current Conditions Report is to ensure that SFMTA executive staff have a clear understanding of, and consensus on, the present condition of Potrero Yard and the intended timeline and future use of Potrero Yard, the New Bus Facility, and the MME Expansion under Scenarios 1A, 1B, and 2A.

b. Deliverables:

(1) Draft Current Conditions Report (digital copy)
(2) Final Current Conditions Report (digital copy)

c. Completion Date: December 31, 2017

4. Task 4 – Site Opportunities and Constraints Analysis

Consultant shall complete a draft site opportunities and constraints analysis (Draft Site Inventory) of Potrero Yard, as well as the MME Expansion site, as needed. Consultant shall first review all previously completed reports, including those listed in Section A.6,

that provide any information on the physical characteristics, zoning/land use regulations, and any other development-related constraints of the three sites.

Consultant shall complete a thorough Draft Site Inventory for Potrero Yard because of its unique characteristics. Potrero Yard is being considered for joint development and is the site of a known historic resource. Consultant shall prepare a Draft Site Inventory for the MME Expansion site as well, though only to the extent that the Inventory informs the site's design criteria, as described in Task 6 below.

The Draft Site Inventory for Potrero Yard shall include an analysis of, at a minimum, the following site characteristics:

- i. Zoning, including density, Floor Area Ratio (FAR), required open space, setbacks, parking/loading requirements, and permitted uses;
- ii. Permitted height and massing;
- iii. Solar orientation, shadow potential, and prevailing winds;
- iv. Parcel size, boundaries, and ownership³;
- v. Infrastructure and utilities serving the site, including water/sewer capacity and electrical infrastructure to service trolley coaches, LRVs, and a future all-electric bus fleet;
- vi. Topographic information;
- vii. Historic resource and historic preservation considerations;
- viii. Flood plain boundaries and projected sea level rise;
- ix. To the extent available in previously completed reports, geotechnical, structural, and environmental issues that would constrain or facilitate development;
- x. Automobile and non-automobile circulation patterns in the immediate vicinity;
- xi. Transportation infrastructure serving the site, including nearby transit lines and bike facilities;
- xii. Urban design considerations and neighborhood context.

The Draft Site Inventory for the MME Expansion site shall also include items i. – xii. above, to the extent they are relevant to Task 6. The Draft Site Inventory shall include any other site information germane to the future transit and joint use of the sites.

Consultant will lead the effort to collect information for the Site Inventory, and may call upon the SFMTA, the Planning Department, utility providers (e.g. SFPUC, PG&E), and any other City agencies and stakeholders as needed.

Consultant shall submit the Draft Site Inventories to the SFMTA and other City stakeholders for review. Consultant shall incorporate any comments and edits from this

³ The SFMTA will provide Consultant with a complete topographical and boundary survey.

review into Final Site Inventories for the two sites.

b. Deliverables:

- (1) Draft Site Inventories for Potrero Yard and MME Expansion site (digital copy)
- (2) Final Site Inventories for Potrero Yard and MME Expansion site (digital copy)

c. Completion Date: December 31, 2017

5. Task 5 – Potrero Yard and New Bus Facility Design Criteria

The SFMTA has made substantial progress in delineating the core transit function of a rebuilt Potrero Yard and the New Bus Facility. In July 2017, the SFMTA completed a design charrette for Potrero Yard and the MME Expansion site, which yielded preliminary design concepts for the layout, vehicle storage capacity, programming, space allocation, and maintenance functions for the two facilities. The New Bus Facility was not a focus of the charrette, but a preliminary design concept for the New Bus Facility has been completed by the project sponsor. The SFMTA anticipates completion of the *2017 SFMTA Facilities Framework Addendum* in November 2017. This document provides extensive, detailed Facility Requirements for Potrero Yard, the New Bus Facility, and the MME Expansion site. These Requirements include a Facility Criteria Outline, Space Standards, and Facility Programs for all three facilities under Scenarios 1A, 1B, and 2A.

The next step in designing a rebuilt Potrero Yard and the New Bus Facility is to develop a Design Criteria Document. The purpose of this Document is to provide a design-build entity, third party designer, and/or possibly developer, with specific design requirements for the New Bus Facility and the transit portion of the new Potrero Yard. The goal of this Document is to provide both the SFMTA and the future design-build entity or designer/developer with a comprehensive, detailed inventory of the facilities and facility standards that the new Yards must include, without being overly prescriptive relative to the final, specific layout and 100% design documents. The Design Criteria Document will incorporate the previously completed Facility Criteria Outline, Space Standards, and Facility Programs and will be the principal basis for the SFMTA's accepting, modifying, or rejecting design deliverables throughout the subsequent design phase for both facilities. The Design Criteria Document will also provide greater certainty in estimating the cost to build the new Potrero Yard and the New Bus Facility.

At the outset of this Task, Consultant shall review the design concepts for Potrero Yard in the *Site Master Planning Charrette Report*, the conceptual site layout that the project sponsor has prepared for the New Bus Facility, and the Facility Requirements in the *2017 SFMTA Facilities Framework Addendum* for Potrero Yard and the New Bus Facility. Consultant shall complete a quality control review of the portions of these documents that pertain to Potrero Yard and the New Bus Facility. Consultant shall complete any minor revisions to the design concepts for Potrero Yard and Facility Requirements for Potrero Yard and the New Bus Facility based on the quality control review and based on the

feedback received at the July 2017 charrette. Consultant shall then synthesize these comments and any other edits into a Draft Preferred Design Concept for Potrero Yard under Scenarios 1A/1B and 2A and a Draft Preferred Concept for the New Bus Facility under Scenarios 1A and 1B. The Draft Preferred Design Concept for Potrero Yard will include conceptual floor plans and section drawings for the Potrero bus facility. The Draft Preferred Concept for the New Bus Facility will not include a conceptual floor plan or site plan, but shall include a review and markup of the project sponsor's conceptual site layout. The Draft Preferred Design Concept for Potrero Yard and Draft Preferred Concept for the New Bus Facility will also provide a brief narrative and/or graphic summary of the capacity of each facility by number and type of buses; a summary of the number and type of maintenance, storage, and administrative facilities that each yard would accommodate; and approximate aggregate square footages of those facilities.

In coordination with the SFMTA, Consultant shall organize a presentation of the Potrero Draft Preferred Design Concept and New Bus Facility Draft Preferred Concept before SFMTA executive and frontline staff to gather additional feedback. The presentation shall be in an open-house format that will allow for extensive dialogue between Consultant and SFMTA staff. Based on the feedback from this presentation, Consultant shall complete a Final Preferred Design Concept for Potrero Yard for Scenario 1A/1B, a Final Preferred Design Concept for Potrero Yard for Scenario 2A, and a Final Preferred Concept for the New Bus Facility for Scenarios 1A and 1B.

Having completed the Final Preferred Design Concept for Potrero Yard and Final Preferred Concept for the New Bus Facility, Consultant shall then prepare a single Draft Design Criteria Document that will apply to both Potrero Yard and the New Bus Facility. The Document will likely provide similar recommendations for both facilities under all Scenarios (1A/1B and 2A), but Consultant shall indicate which components of the Document apply uniquely to either facility and/or Scenario. The Draft Design Criteria Document shall build upon the Facility Requirements in the *2017 SFMTA Facilities Framework Addendum*. The Document shall identify preliminary functional and performance requirements for building systems, including architectural, civil, structural, equipment, mechanical, electrical, and plumbing for the bus maintenance facilities. The Document will not include specific design or engineering requirements for the joint development evaluated at the Potrero Yard site. The Document shall provide, at a minimum, the following functional and performance requirements:

- i. Brief description of the purpose of each distinct space in the facility (e.g., each administrative use, operations use, maintenance use);
- ii. The relationship of each space in the facility to other spaces (e.g., functional proximity and required adjacencies to other spaces) and performance requirements addressing interior operational work flow;
- iii. Technical considerations for architecture, structural, mechanical, electrical, and plumbing for each space. Technical considerations shall include design tolerances and any performance standards, as applicable for the bus maintenance facility;

- iv. Common design requirements, including all applicable codes, laws, and ordinances of authorities having jurisdiction over the project; all applicable reference standards and industry reference standards for transit maintenance facilities; SFMTA and City/County policies; and building life-cycle assessment;
- v. Materials, finishes, and clearance requirements throughout the project, including both interior and exterior cladding, fenestration, roofing, and flooring;
- vi. Architectural design criteria narrative that provides a description of architectural aesthetics and architectural finishes, doors, and other architectural systems;
- vii. Design criteria matrix that includes detailed criteria for all mechanical, electrical, and plumbing technical considerations, including functional and performance requirements for the bus maintenance facility;
- viii. General site grading, paving, and drainage standards;
- ix. Building security and access standards;
- x. Functional spacing and placement of structural systems;
- xi. Ventilation requirements for each functional area, including repair bays, maintenance shops, welding, battery, wash areas, and lower level work areas;
- xii. Energy efficiency and sustainable design standards. Sustainable design opportunities shall be categorized into Site Features, Building Design and Materials, Mechanical Systems, Electrical Systems, and Plumbing Systems;
- xiii. Performance requirements defining minimum and maximum design temperatures for heating and cooling for each functional area;
- xiv. Lighting levels and type of lighting for all exterior areas, including parking and loading areas, repair staging, vehicle circulation areas, and outside secure storage;
- xv. Lighting levels and type of lighting for each functional area within the facility;
- xvi. Functional areas and equipment to be included for an emergency power-generating system, and any other building requirements related to disaster resiliency, including seismic design criteria and emergency response level of service;
- xvii. Fire protection, life-safety features, and service fluids piping and storage systems;

- xviii. Design impacts related to the use of alternative vehicle propulsion types, including electrical load requirements for electric buses and the existing vehicle fleet.
- xix. Graphic design criteria, including typical and isometric floor plans and special features for each type of room or use in the facility. These graphic design criteria must identify major features of the space, including equipment and furnishings, in enough detail to thoroughly convey the functional requirements of the room or use.

Consultant shall present the Draft Potrero/New Bus Facility Design Criteria Document to the SFMTA for review. Consultant shall then incorporate any edits provided by the SFMTA into the Document and shall produce a Final Potrero/New Bus Facility Design Criteria Document for Scenarios 1A/1B and 2A. The SFMTA will provide Consultant with one consolidated set of comments on the Draft Design Criteria Document.

b. Deliverables:

- (1) Draft Potrero Preferred Design Concept for Scenario 1A/1B and Draft Potrero Preferred Design Concept for Scenario 2A (digital and hard copy for presentation)
- (2) Draft New Bus Facility Preferred Concept for Scenario 1A and Draft New Bus Facility Preferred Concept for Scenario 1B (digital and hard copy for presentation)
- (3) Open-house format meeting/presentation of Draft Potrero Preferred Design Concepts for Scenarios 1A/1B and 2A and Draft New Bus Facility Preferred Concepts for Scenarios 1A and 1B
- (4) Final Potrero Preferred Design Concept for Scenario 1A/1B and Final Potrero Preferred Design Concept for Scenario 2A (digital copy)
- (5) Final New Bus Facility Preferred Concept for Scenario 1A and Final New Bus Facility Preferred Concept for Scenario 1B (digital copy)
- (6) Draft Potrero/New Bus Facility Design Criteria Document (digital copy)
- (7) Final Potrero/New Bus Facility Design Criteria Document (digital copy)

c. Completion Date: February 15, 2018

6. Task 6 – MME Expansion Design Criteria

Task 6 parallels the content and deliverables of Task 5, but with a focus on the MME Expansion site. While aspects of this Task will respond to the unique requirements of the MME Expansion facility, the SFMTA anticipates that there will be substantial overlap between Tasks 5 and 6. For example, the graphic design criteria for a parts storage room in a rebuilt Potrero Yard may not differ from the graphic design criteria for a parts storage room in the MME Expansion. The timeline and budget for this Task reflect this overlap with Task 5.

Additionally, the design criteria for the MME Expansion project shall include:

- i. All performance requirements applicable for the design of LRV track and all train control and traction power systems.
- ii. All performance requirements applicable for the interface between existing and new LRV track and all applicable train control and traction power systems.

The design criteria for the MME Expansion project shall not include facilities for paratransit vehicles.

As with Task 5, Consultant shall start Task 6 by reviewing the design concepts and Facility Requirements in the *Site Master Planning Charrette Report* and *2017 SFMTA Facilities Framework Addendum* for the MME Expansion. Consultant shall prepare a Draft Preferred Design Concept for the MME Expansion under Scenarios 1A/1B and 2A of the SFMTA Facilities Plan. The Draft Preferred Design Concept shall reflect both the permanent LRV storage use of the MME Expansion site, as well as an interim trolley bus facility that may be required due to construction activity at another yard.

Consultant shall organize a presentation of the Draft Preferred Design Concept for the MME Expansion. Based on the feedback from this presentation, Consultant shall complete a Final Preferred Design Concept for the MME Expansion for Scenarios 1A/1B and 2A.

Consultant shall then prepare a Draft MME Expansion Design Criteria Document for Scenarios 1A/1B and 2A. The Document shall include, at a minimum, items i. – xix. enumerated in Task 5 and shall include Design Criteria for both the interim use of the space and permanent improvements.

Consultant shall present the Draft MME Expansion Design Criteria Document to the SFMTA for review. Consultant shall then incorporate any edits provided by the SFMTA into the Document and shall produce a Final MME Expansion Design Criteria Document for Scenarios 1A/1B and 2A.

b. Deliverables:

- (1) Draft MME Expansion Preferred Design Concept for Scenario 1A/1B and Draft MME Expansion Preferred Design Concept for Scenario 2A (digital and hard copy for presentation)
- (2) Open-house format meeting/presentation of Draft MME Expansion Preferred Design Concepts for Scenarios 1A/1B and 2A
- (3) Final MME Expansion Preferred Design Concept for Scenario 1A/1B and Final MME Expansion Preferred Design Concept for Scenario 2A (digital copy)
- (4) Draft MME Expansion Yard Design Criteria Document (digital copy)
- (5) Final MME Expansion Yard Design Criteria Document (digital copy)

- c. Completion Date: March 31, 2018

7. Task 7 – Initial Joint Development Research for Potrero Yard

In Task 7, Consultant shall begin to analyze the potential for joint development at Potrero Yard. Any accommodation of joint development at the Yard must preserve the core transit function. Any joint use(s) must be developed *around* the primary transit purpose of the site and not the other way around.

With this principle in mind, Consultant shall first conduct a market assessment of residential and non-residential uses to understand absorption trends, prevailing rents, comparable land transactions, occupancy trends, capitalization rates, and sales prices based on secondary market sources. This analysis shall focus on the San Francisco market generally and on neighborhood-level data relevant to the Potrero Yard site. This analysis will identify viable non-transit uses for the site based on prevailing market conditions, site characteristics, and compatibility with the Yard's transit function. In analyzing the compatibility of certain non-transit uses, Consultant shall address—at a minimum—noise, the daily operations and schedule of the bus yard, ventilation, fumes, hazardous materials, and security.

Consultant shall then interview members of the development community to validate Consultant's market research and to determine developers' appetite for joint development on this site, developers' expected investment returns for a project of this scale and complexity, and any concerns or potential obstacles they envision.

Before reaching out to the development community, Consultant shall conduct a preliminary analysis of potential procurement/delivery methods for the development and operations of the Yard (e.g. Design-Build vs. Design-Build-Finance). This analysis should include advantages and disadvantages of each method; the costs, risks, and roles/responsibilities that the SFMTA would incur under each method; and the schedule implications of each method.

The final research component of Task 7 shall result in Consultant providing the SFMTA with a clear description of all physical and regulatory constraints of pursuing joint development at Potrero Yard. Building on the research completed in Task 4, Consultant shall schedule a meeting with staff from the SFMTA, Planning, and the Office of Economic and Workforce Development (OEWD). This meeting will help Consultant to understand the regulatory framework and neighborhood context that will establish the parameters for the height, massing, land use, and density of uses that the site could accommodate. The meeting will also provide the Consultant with a more thorough understanding of community concerns that have guided other development projects in the area, such as circulation, urban design, and community benefits.

At the conclusion of these research tasks, Consultant shall prepare a brief summary (no more than five pages) of the key data points and conclusions arising from its research.

- b. Deliverables:
 - (1) Summary of joint development research findings (digital copy)
- c. Completion Date: January 31, 2018

8. Task 8 – Joint Development Scenario Prototype for Potrero Yard

Consultant shall distill the research gathered in Tasks 4, 5, and 7, and in coordination with the SFMTA, shall formulate a joint development Prototype Scenario for Potrero Yard. This Prototype Scenario shall describe the joint development use(s) envisioned, the density or quantity of use(s), and a conceptual design for the joint use facility. The Prototype Scenario shall also provide a cost estimate and financial model.

The Prototype Scenario shall include the following components:

- i. Context drawing – An illustration of axonometric views illustrating massing and building use. The context drawing shall clearly illustrate the relationship of the design concept to the adjacent streets and buildings. The entire Potrero Yard and nearby properties shall be included;
- ii. Site plan – An illustration of the development site, the built area, conceptual circulation areas, and landscaped areas. The site plan shall include illustrative floor plans of the site (for both the transit and non-transit uses) and shall indicate the major pedestrian and vehicle access points and wall openings;
- iii. Massing elevations – Exterior building elevations illustrating massing and conceptual openings. Architectural details are not required;
- iv. Historic analysis – A brief narrative, building on the historic resource evaluation recently completed for Potrero Yard, that conceptualizes how a joint use development could address the existing significant structures, or portions of structures, on the yard. This analysis shall highlight potential methods for historic preservation, adaptive reuse, or removal of the existing structures and include a discussion on how proposed concepts could result in or avoid significant effects to the environment for the purposes of environmental review and approval of the ultimate development plan. The implications of the historic analysis should also be integrated into the conceptual design of the prototype scenario. Drawings should illustrate, at a conceptual level, the historic elements that would be preserved, adapted, or removed;
- v. Development program – Proposed mix of uses, square footage by uses, number of residential units as applicable, building height/number of stories, FAR;

- vi. Zoning/land use framework – Proposed zoning district, height/bulk district, special use district (SUD), and any other zoning variances or special conditions, as relevant;
- vii. Green building standards – Proposed sustainability measures or green building standard (e.g., proposed LEED certification level);
- viii. Relationship to the General Plan and area/neighborhood plans –Narrative explaining how the proposed concept’s conformance to the San Francisco General Plan and adopted area plans, such as the *Mission Action Plan 2020*;
- ix. Analysis of design opportunities and constraints –Narrative explaining how the proposed concept addresses design opportunities and constraints including topography; compatibility with potentially challenging aspects of the transit function (noise, fumes, lighting, vibration, late night operations); building code; safety/security; circulation, and health and safety implications of building above a transit facility; the impact of the structural design on the movement of buses through the transit facility; potential shadow impacts on Franklin Square or other nearby parks;
- x. Urban design strategy –Narrative with graphics, as appropriate, illustrating how the proposed scenario will address urban design challenges and opportunities, such as activating the adjacent streetscapes and capitalizing on the site’s adjacency to Franklin Square;
- xi. Hard cost estimates – Construction cost estimates that account for the unique site features and the mitigation and design/engineering measures required to accommodate the transit facility and the proposed joint use(s). Estimates shall include:
 - a. A basis of estimate – Brief narrative defining scope of estimate, construction schedule, work assumptions, basis of quantities, basis of pricing and markups, inclusions and exclusions, and abbreviations used in the estimate;
 - b. Estimate summary – Tables and narrative, as appropriate, providing a summary of estimated costs built up from the estimate details for each project component. The summary shall include markups for general conditions, overhead and profit, contingency, and escalation allowance. It shall also include cost per unit and costs per square foot, where applicable;
 - c. Estimate details – As appropriate, tables and any narrative providing individual line item costs for scope items, including per unit and per square foot costs;
- xii. Financial Pro Forma – Financial model for the proposed joint use in conjunction with the rebuilt Potrero Yard. Consultant shall validate key

financial assumptions through outreach to the members of the development community. The financial model shall include:

- a. Development budget that incorporates the transaction structure of the project and all project hard costs, soft costs, and contingencies;
- b. Fifteen-year operating budget, including revenues, operating costs (accounting for the SFMTA's share of operating costs), debt service, cash flow, and lease payments, as applicable;
- c. Residual land value analysis, indicating whether the project would support lease payments to the SFMTA, the amount of lease payments, and the methodology that Consultant has used to make this determination;
- d. Statement of financing sources, including debt, equity, subsidy or public funding (as applicable);
- e. Financial assumptions summary, including the source of assumptions, the various methodologies used, and market justification for assumptions.

Consultant shall present the Prototype to the SFMTA for review. The SFMTA will complete a thorough review of the content and presentation format of the Prototype Scenario. The SFMTA will provide Consultant with a written review of the Prototype. Consultant shall incorporate the comments and edits that the SFMTA provides into Consultant's work on any additional draft scenarios (Task 9 below) and on the final scenarios and recommendations (Tasks 11-13).

- b. Deliverables:
 - (1) Joint Development Prototype Scenario for Potrero Yard (digital copy)
- c. Completion Date: February 28, 2018

9. Task 9 – Additional Draft Joint Development Scenarios for Potrero Yard;

At the direction of the SFMTA, Consultant shall develop up to five Additional Draft Joint Development Scenarios for the Potrero Yard site. Additional Scenarios under this Task may differ from the Prototype Scenario in their height, massing, land use(s), overall design, historic preservation strategy, community benefits, and/or transit facility conceptual design (i.e., either Preferred Design Concept 1A/1B or 2A, as described in Task 5).

Each Additional Draft Scenario that Consultant completes shall provide components i. – xii. of Task 8 above. Consultant shall initiate work on any Additional Draft Scenarios only with the prior written authorization of the SFMTA. At the direction of the SFMTA, Consultant may complete fewer than five Additional Draft Scenarios. The budget for this task is, therefore, on a unit cost (i.e., per Scenario) basis. The unit cost also reflects the

overlap between the work completed for the Prototype Scenario in Task 8 and Consultant's subsequent work on any Additional Scenarios.

Before commencing work on this Task, Consultant shall coordinate a meeting with the SFMTA and other City staff to discuss the conceptual feasibility, limitations, and opportunities of various scenario concepts. Before initiating any substantive work on Additional Draft Scenarios, Consultant shall draw on its expertise to identify, in coordination with City staff, those scenario concepts that merit more rigorous analysis and those that do not. This meeting will help to ensure that Consultant rigorously analyzes only those Scenarios that warrant serious consideration.

b. Deliverables:

(1) With the prior authorization of the SFMTA, up to five Additional Draft Joint Development Scenarios for Potrero Yard (digital copy)

c. Completion Date: March 28, 2018

10. Task 10 – As-Needed Support for Stakeholder and Community Outreach

Under a separate contract, the SFMTA has procured professional services for environmental review and community outreach related to the reconstruction of Potrero Yard and other SFMTA facilities projects (Environmental Review and Public Outreach Consultant). The SFMTA will require Consultant's technical expertise and overall assistance to coordinate with the Environmental Review and Public Outreach Consultant on messaging and a range of outreach materials and exercises.

Under this Task, Consultant's services shall include, but not be limited to, assisting with an overall communications strategy; creating graphics and other supporting materials that will help to convey key information; formulating messaging for various contexts and audiences; assisting with presentations and question-and-answer sessions at public forums; attending public meetings; doing one-on-one outreach to individual stakeholders via telephone calls, e-mails, and in-person meetings; and responding to any inquiries from the Environmental Review and Public Outreach Consultant.

Consultant will employ a trainee for the duration of the Contract per SFMTA contracting requirements. This trainee will be eligible for full time employment during the Contract and will support outreach, survey, and desktop research efforts required under Tasks 1 – 13. Consultant will provide oversight and management of the trainee with office space and work equipment as required.

This Task will be paid on a time-and-materials-basis. Consultant shall obtain the prior, written approval of the SFMTA before incurring any staff or direct costs associated with this Task.

b. Deliverables:

(1) As-needed assistance with stakeholder and community outreach tasks, at the direction of the SFMTA

c. Completion Date: June 28, 2018

11. Task 11 – Final Joint Development Scenarios for Potrero Yard

Based on feedback from the SFMTA and other City staff and from stakeholder outreach, as required, Consultant shall modify and refine Draft Potrero Joint Development Scenarios (the Prototype Scenario and any Additional Draft Scenarios under Task 9) into Final Potrero Joint Development Scenarios.

In this Task, Consultant shall address any methodological, substantive, and quality control issues raised by the SFMTA, other City agencies, and/or community stakeholders. The Final Joint Development Scenarios shall include components i. – xii. of Task 8 above.

This Task will be paid on a unit cost (i.e., per Scenario) basis, as certain Draft Scenarios developed in Tasks 8 and 9 may not warrant refinement into Final Scenarios.

b. Deliverables:

(1) With the prior authorization of the SFMTA, up to six Final Joint Development Scenarios for Potrero Yard (digital copy)

c. Completion Date: April 28, 2018

12. Task 12 – Implementation and Recommendations Report for Potrero Yard

Consultant shall complete a Draft Implementation and Recommendations Report for the development of the new transit facility and joint use(s) at Potrero Yard. The Implementation and Recommendations Report shall include the following specific components:

- i. Scenario feasibility and triple bottom line (TBL) analysis – Narrative analysis of the feasibility, strengths, and weaknesses of the Scenarios completed in Task 11, including a recommendation of which Scenario(s) for the SFMTA to pursue. Embedded in this analysis will be a TBL evaluation, which will determine, with SFMTA’s input, the methodology, the social, environmental, and economic impacts of the Scenarios, as well as the particular financial benefits or burdens to the SFMTA;
- ii. Financing recommendations – Narrative indicating whether innovative financing techniques (e.g. TIFIA, New Markets Tax Credits, historic rehabilitation tax credits, federal grants) would be appropriate for the

- recommended Scenario(s) and if so, a description of the financial impact to the SFMTA of each financing technique. This analysis shall also include recommendations for sources and strategies for resolving any funding gaps;
- iii. Issues warranting further analysis – Identification of any issues requiring further analysis to determine, in greater detail, their impact on the feasibility of the recommended Scenario(s);
 - iv. Developer procurement strategy – Building on the initial research completed in Task 7, recommendations for the best method(s) for procurement and project delivery for the development and operations of the facility (e.g., Design-Build vs. Design-Build-Finance). This analysis shall include a discussion of the advantages and disadvantages of the preferred project delivery method(s), probable project schedules under alternative delivery methods, and a task list of immediate next steps for the SFMTA to undertake under the preferred delivery method(s);
 - v. Land disposition strategy – Recommendations for the disposition of the Potrero Yard property (e.g., long term lease, sale-leaseback, ownership structure for the improvements);
 - vi. Risk analysis and management strategy – Thorough analysis and recommendations regarding various risks to the SFMTA at all phases of the project, including pre-development, financing, development/construction, and management/operations. This analysis will identify opportunities to limit SFMTA’s liability by transferring risk to the private sector. This analysis will also include recommendations regarding insurance stipulations and minimum coverages, performance bonds, performance and default provisions in a lease, and other risk mitigation measures;
 - vii. Case studies and lessons learned – A narrative of relevant case studies of similar projects, the financial structure and delivery mechanism that they used, and any lessons that could be applied to Potrero Yard;
 - viii. Transit facility cost comparison – Cost estimates for a rebuilt, transit-only facility at Potrero Yard (i.e., without any joint development) for Scenarios 1A/1B and 2A, building off of Cost estimates completed in the *Facilities Framework* and *Framework Addendum* documents. These cost estimates shall build on the work completed in Tasks 5, 8, 9, and 11, and will facilitate a simple comparison of the financial implications of the recommended Joint Development Scenario(s) in relation to the reconstruction of a transit-only facility. Consultant shall work with the SFMTA to identify which soft costs to include in this comparison;
 - ix. Minor revisions to Preferred Design Concept and Design Criteria Document – Any minor changes, as needed, to the Preferred Design Concept and Design Criteria Document completed in Task 5 to ensure compatibility with the

recommended Joint Development Scenario(s). Revisions to the Design Concept and Design Criteria Document shall not impinge on the proper, unimpeded function of the rebuilt transit facility;

- x. Project schedule and next steps – Recommended project schedule that identifies key milestones and responsible parties, which is consistent with the SFMTA’s overall facilities plan (i.e. *2017 SFMTA Facilities Framework Addendum*), and which identifies the timeline for the temporary accommodation of the Potrero fleet at another bus yard. The schedule shall also identify critical next steps and a detailed, short-term schedule to get the Potrero project underway.

In developing the Draft Implementation and Recommendations Report, Consultant shall schedule two work sessions with SFMTA and other City staff to address items i. – x. above and formulate recommendations. Consultant shall present the SFMTA with a Draft Implementation and Recommendations Report for review. Based on the feedback and one consolidated set of edits provided by the SFMTA and other City stakeholders, Consultant shall produce a Final Implementation and Recommendations Report.

b. Deliverables:

- (1) Draft Implementation and Recommendations Report for Potrero Yard (digital copy)
- (2) Final Implementation and Recommendations Report for Potrero Yard (digital copy)

c. Completion Date: May 28, 2018

13. Task 13 – Draft and Final Consolidated Report

- a. Consultant shall synthesize the Deliverables from Tasks 3-9, 11, and 12 into a Draft Consolidated Report. Consultant shall write the Report in a clear, concise, and cohesive fashion. The Report shall be graphically rich and shall include illustrative tables, graphs, images, maps, and drawings as appropriate to convey information and the Report’s recommendations and conclusions. The Draft Consolidated Report will include a stand-alone Executive Summary written for an audience that may be unfamiliar with SFMTA facilities and the development dynamics of Potrero Yard.

Consultant shall present the SFMTA with a Draft Consolidated Report for review. Based on the feedback and one consolidated set of edits provided by the SFMTA and other City stakeholders, Consultant shall produce a Final Consolidated Report.

As part of this Task, Consultant shall make up to three presentations on the Final Consolidated Report (e.g., for SFMTA staff or before the SFMTA Board).

b. Deliverables:

- (1) Draft Consolidated Report and Executive Summary (digital copy)
- (2) Final Consolidated Report and Executive Summary (digital copy)
- (3) Up to Three Presentations of the Final Consolidated Report

c. Completion Date: June 28, 2018

14. Task 14 – As-Needed Revisions

- a. On an as-needed, Task Order basis, Consultant shall complete revisions to hard cost estimates, Design Criteria, Joint Development Scenarios, and/or implementation measures and recommendations. This Task acknowledges that changes in market conditions, hard costs, and other variables could affect the viability of Potrero Yard development scenarios. At the direction of the SFMTA, Consultant shall complete updates that reflect the most recent, most accurate data and assumptions. See Section 4.4 of the Agreement for the Task Order procedure.
- b. Deliverables: TBD, based on Task Order(s)
- c. Completion Date(s): TBD, based on Task Order(s)

15. Task 15 – Comprehensive Feasibility Analyses for Additional Bus Yards

- a. On an as-needed, Task Order basis, Consultant shall complete comprehensive feasibility analyses of additional SFMTA bus yards. At a future date, the SFMTA may wish to determine the feasibility of joint development at bus facilities other than Potrero Yard. This Task will be the vehicle for such subsequent analyses. The scope of work under this Task will likely parallel that of Tasks 1-5 and 7-14 above. See Section 4.4 of the Agreement for the Task Order procedure.
- b. Deliverables: TBD, based on Task Order(s)
- c. Completion Date(s): TBD, based on Task Order(s)

16. Task 16 –Design Peer Review Services

- a. As the SFMTA pursues the reconstruction of Potrero Yard, the New Bus Facility, or possibly other SFMTA yards, the SFMTA or a third party may procure design and development teams to rebuild the yards. During both the design and construction phase of these projects, the SFMTA may require the services of Consultant to complete peer reviews. The purpose of these reviews would be to ensure overall design and construction quality and to ensure that the new facilities adhere to the Design Criteria previously

completed by Consultant. On an as-needed, Task Order basis, Consultant shall complete detailed peer reviews of design documents and/or construction progress. The SFMTA, in coordination with Consultant, will formulate the specific scope of work, deliverables, and Task schedule if the need for these services arises. See Section 4.4 of the Agreement for the Task Order procedure.

Specific services may include:

- i. Reviewing and analyzing design proposals by design build entities to verify compliance with the Design Criteria documents;
 - ii. Performing reviews of all design deliverables completed by the design entity throughout the design phase;
 - iii. Performing construction administration design oversight throughout the duration of construction to ensure compliance with the Design Criteria documents.
- b. Deliverables:
(1) Deliverables, Meetings, and Presentations, As Applicable, Shall be Negotiated on a Task Order Basis
- c. Complete By: TBD, based on task order(s)
- d. Amount: TBD, based on task order(s)

17. Task 17 – General Consultant Support

- a. During the term of this Contract, the SFMTA may need to procure consulting services related to the construction or reconstruction of SFMTA facilities that are not covered in Tasks 1 – 16. See Section 4.4 of the Agreement for the Task Order procedure.
- b. Deliverables: TBD, based on Task Order(s)
- c. Complete By: TBD, based on Task Order(s)

C. PROJECT MANAGEMENT AND REPORTS

1. Regular Reporting and Monthly Progress Meetings

From project inception through the completion of Task 13, Consultant shall coordinate and lead a brief phone call at regular intervals with the SFMTA project manager or his/her designee. On these calls, Consultant shall provide a summary of accomplishments since the previous call,

potential obstacles, and outstanding questions. Initially, the phone calls shall occur every two weeks, but the SFMTA may reduce the frequency of these calls based on project activity.

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

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

2. Reports

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

3. SFMTA Liaison

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

Appendix B

Project Schedule, Budget, and Payment Procedures

1. Payment Milestones and Payment Schedule

Consultant shall complete the work under this Agreement within the schedule constraints described in the following table. City shall compensate Consultant in progress payments based on the percentage of work completed of each Task according to the individual costs described in Table 1.

Table 1
Detailed Cost and Estimated Completion Dates by Task

Task	Amount per Task	Completion Date
Task 1 – Kickoff Meeting	\$3,500	December 1, 2017
Task 2 – Review Previous Studies and Reports, 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 Document	\$110,000	February 15, 2018
Task 6 – MME Expansion Design Criteria Document	\$70,000	March 31, 2018
Task 7 – Initial Joint Development Research	\$32,200	January 31, 2018
Task 8 – Joint Development Scenario Prototype	\$40,000	February 28, 2018
Task 9 – Additional Draft Joint Development Scenarios	\$20,400 per scenario, not to	March 28, 2018

	exceed \$102,000	
Task 10 – As-Needed Outreach Support	Time and materials, plus expenses, not to exceed \$70,000	June 28, 2018
Task 11 – Final Joint Development Scenarios	\$3,000 per scenario, not to exceed \$18,000	April 28, 2018
Task 12 – Implementation and Recommendations Report	\$63,800	May 28, 2018
Task 13 – Consolidated Report	\$40,000	June 28, 2018
TOTAL, Tasks 1 - 13	Not-to-exceed \$631,940	
Task 14 – As Needed Revisions	TBD, based on Task Order(s)	TBD, based on Task Order(s)
Task 15 – Feasibility Analyses for Additional Bus Yards	TBD, based on Task Order(s)	TBD, based on Task Order(s)
Task 16 – Design Peer Review Services	TBD, based on Task Order(s)	TBD, based on Task Order(s)
Task 17 – General Consultant Support	TBD, based on Task Order(s)	TBD, based on Task Order(s)

Appendix C
Schedule of Billing Rates

Firm	Classification	Labor/Fringe	Overhead	Profit	Total
CHS	Transit Operations Specialist	\$84	\$143	\$23	\$250
Hatch	Principal Economic Planner	\$110	\$84	\$56	\$250
	Senior Economic Planner	\$80	\$61	\$44	\$185
	Associate Economic Planner	\$66	\$50	\$34	\$150
	Trainee	\$15	\$12	\$10	\$37
	Graphic Designer	\$150	\$0	\$0	\$150
Martin Lee	Chief Estimator	\$84	\$114	\$20	\$218
	Senior Estimator	\$64	\$87	\$15	\$166
	Estimator	\$45	\$61	\$11	\$117
MDG	Facility Design Principal	\$81	\$153	\$23	\$257
	Senior Facility Design Manager	\$75	\$141	\$22	\$237
	Facility Design Manager	\$59	\$112	\$17	\$189
	Senior Facility Designer	\$48	\$90	\$14	\$151
	Facility Designer	\$37	\$70	\$11	\$118
	Project Coordinator	\$30	\$57	\$9	\$96

Sitelab	Principal	\$109	\$77	\$65	\$251
	Intermediate Urban Designer	\$47	\$33	\$28	\$107
	Urban Designer	\$43	\$31	\$26	\$100
	Urban Designer	\$40	\$29	\$24	\$93
Ver Planck	Historic Resources Consultant	\$101	\$34	\$0	\$135

