

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. 2018-03, Building Progress Environmental Review and Public Outreach, with SWCA Environmental Consultants (SWCA) for environmental review and public outreach services for the SFMTA's Building Progress program, in an amount not to exceed \$1,750,000 and for a term of three years, with two one-year extension options.

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 SWCA, the highest-ranked proposer, was issued in October 2017.
- Contract No. 2018-03 will provide environmental review for the SFMTA's Building Progress program, with specific focus on the MUNI Potrero Yard Reconstruction Project.
- The Contract will also provide public outreach services for other sites included in the Building Progress program, including Muni Metro East (MME), and a possible new bus yard.

ENCLOSURES:

1. SFMTAB Resolution
2. SFMTA Contract No. 2018-03

APPROVALS:

DATE

| | | |
|-----------|---|----------|
| DIRECTOR |  | 1/8/2018 |
| SECRETARY |  | 1/8/2018 |

ASSIGNED SFMTAB CALENDAR DATE: January 16, 2018

PAGE 2.

PURPOSE

Authorizing the Director of Transportation to execute SFMTA Contract No. 2018-03, Building Progress Environmental Review and Public Outreach, with SWCA Environmental Consultants for environmental review and public outreach and engagement services for the SFMTA's Building Progress program, in an amount not to exceed \$1,750,000 and for a term of three years, with two one-year extension options.

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.

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 3.5: 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

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 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.

PAGE 3.

DESCRIPTION

Background

Completed in 2013, The SFMTA's Real Estate and Facilities Vision for the 21st Century (Vision Report) detailed the SFMTA's real estate and facilities maintenance, operations, and capital needs. In July 2014, staff presented the results of the Vision Report and a subsequent Addendum to the SFMTA Board.

In January 2017, the SFMTA and a consultant team completed the Facility Assessment and Workspace Planning (Facilities Framework) building upon the previous work of the Vision Report, and establishing an implementation path. In June 2017, staff presented the 2017 Facilities Framework to the SFMTA Board's Policy and Governance Committee, who recommended that staff conduct stakeholder outreach on the Facilities Framework program.

In August 2017, the SFMTA began forming an outreach and engagement plan for the program, and created the program brand: the Building Progress program. The facilities capital planning effort is now referred to by that name, and staff has launched a project page on the website as well: www.sfmta.com/buildingprogress.

Procurement Process

The SFMTA issued a Request for Proposals (RFP) for Contract No. 2018-03 on August 23, 2017 after informing the Board of the intention to do so. The SFMTA received two responses to the RFP from SWCA Environmental Consultants (SWCA) and AECOM. The SFMTA assembled a review panel which determined that the SWCA team submitted the higher scoring proposal. The SFMTA sent a Notice of Intent to Negotiate to SWCA in October 2017.

SWCA specializes in management of environmental documents on large projects in San Francisco. SWCA has extensive experience navigating the complexities of environmental review, and has worked with the SFMTA on multiple projects. SWCA will work with Fehr & Peers, Baseline Environmental Consulting, and Rowan Williams Davies & Irwin Inc. to deliver the scope of work, as well as the Local Business Enterprises (LBE).

The SFMTA's Contract Compliance Office established a LBE contracting goal of 25% of the total value of the Contract. The Contract Compliance Office confirmed that SWCA's response meets the LBE goal and the Non-discrimination Equal Employment requirements of the Contract. The SWCA team includes the following sub-consultants, whose subject-matter expertise and LBE status is noted:

- Civic Edge Consulting: public outreach and stakeholder engagement
- LCW Consulting: transportation analysis
- InterEthnica: translation services and outreach support
- PreVision: shadow analysis and visual simulations

PAGE 4.

As the contract amount falls between \$900,000 and \$1,999,999, SWCA must hire a full-time trainee, per the SFMTA's Contract Compliance policy. The purpose of the policy is to extend employment training opportunities via the Agency's professional services contracts.

Scope of Work

SFMTA Contract No. 2018-03 will provide environmental review in accordance with the California Environmental Quality Act (CEQA) leading up to, and including, the publication and certification of a Final Environmental Impact Report (FEIR) and any documentation required pursuant to the National Environmental Policy Act (NEPA), and public engagement and outreach as it relates to the SFMTA's Building Progress program.

The Building Progress program is currently in the project definition phase. The SFMTA is jointly pursuing two implementation scenarios, and considering addition of complementary, non-transit uses ("joint uses" or "joint development"). Through a separate contract (SFMTA Contract No. 2017-26), the SFMTA is working with a consultant team on transit requirements by site, as well as feasibility analysis for potential joint development.

The major environmental analysis scoped in this contract is review of the Muni Potrero Yard Reconstruction Project. The Potrero Yard houses approximately 140 trolley coach buses in the Mission neighborhood, and is bounded by 17th, Bryant, Mariposa, and Hampshire Streets. Built in 1914, the Potrero Yard is outmoded and must be completely rebuilt. Due to potential significant effects to the environment, as defined by CEQA, the SFMTA anticipates that the level of clearance required will be an Environmental Impact Report (EIR).

The Building Progress program, as well as the capital projects that fall under its umbrella, require robust and sustained outreach and engagement. The contract scope includes design, implementation, and support of program outreach and engagement for the Building Progress program, and its subsidiary projects, throughout the contract term. The SFMTA anticipates specific focus on the following Building Progress program projects, more fully described in the 2017 Facilities Framework, as the outreach program gets underway:

Muni Potrero Yard Reconstruction Project: Described in more detail above, this project entails rebuild of the existing Muni Potrero Division, potentially including joint development above rebuilt transit facilities.

Muni Metro East (MME) Expansion Project: MME, located at the southeast corner of 25th Street and Illinois Street in the Dogpatch neighborhood, is one of the SFMTA's light rail vehicle (LRV) storage and maintenance facilities. MME will need to be expanded to accommodate a growing LRV fleet. Also, if the SFMTA decides not to acquire a new bus facility, a portion of MME will be needed to accommodate buses that will be temporarily displaced from other yards that are scheduled to be rebuilt.

Potential New Facility: To allow closure and rebuild of obsolete facilities, and to provide for expansion, the SFMTA is in negotiations with a private property owner/developer to acquire a new bus facility.

Enforcement Headquarters and Joint Use Project: The SFMTA is participating in a complex land swap with other City departments which will likely result in the SFMTA's acquisition of the existing Animal Care and Control headquarters at 1200 15th Street. The SFMTA plans to use this site to consolidate the Sustainable Streets Enforcement Division from multiple locations into a single headquarters. The SFMTA is analyzing feasibility of increasing the site footprint and height limit to develop the headquarters with a mix of market and below market rate housing above.

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

- Environmental review for other Building Progress projects in accordance with CEQA;
- Environmental review for the Building Progress projects in accordance with the National Environmental Policy Act (NEPA), subject to the requirements and specifications of the Federal Transit Administration (FTA);
- Mapping and Geographic Information Systems (GIS) assistance;
- Additional community outreach beyond initial budget;
- Miscellaneous on-call services that leverage the multidisciplinary expertise of the SWCA team.

STAKEHOLDER ENGAGEMENT

In the last six months, staff has met with almost all members of the Board of Supervisors to inform them of the Building Progress program and upcoming implementation actions. Supervisors from Districts 5 and 6 declined offers to meet at this time. The Supervisors provided recommendations of stakeholders and community organizations to contact as the program implementation gets underway. In addition, staff presented the Building Progress program to the SFCTA CAC in October 2017 and full SFCTA Board in November 2017.

Staff has also initiated community outreach, holding community open houses on the Building Progress program in Civic Center on November 9, 2017 and the Dogpatch neighborhood on December 6, 2017. An open house is planned for the Northeast Mission on January 18, 2018. In addition, staff has initiated open dialogue with the Dogpatch Neighborhood Association and the Potrero Boosters, and continues to offer an open door to interested community stakeholders to provide feedback on the program.

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, Office of Economic and Workforce Development, 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.

Also, a major component of this contract is public outreach, which demonstrates that the SFMTA is serious about and committed to informing and engaging internal and external stakeholders as this program develops.

ALTERNATIVES CONSIDERED

Environmental review in accordance with CEQA is a legislative requirement for all projects requiring discretionary review. As such, two limited alternatives were considered.

The first was to not pursue the Potrero Yard Reconstruction Project. As discussed in the 2017 Facilities Framework, the Potrero Yard is past its useful life and must be rebuilt, and the SFMTA does not have adequate space in its current yards to accommodate all of the new buses and trains included in the 2017 Fleet Plan. Not pursuing the project is not feasible given these findings.

A second alternative was to pursue environmental review and public outreach using internal staff rather than a professional services contract. The SFMTA does not have in-house capacity to perform this work. Environmental review of large projects is complex, periodic, intensive, and requires particular expertise that is above and beyond those who do not specialize in environmental review, and they require many work hours over a short period of time with the potential for large gaps between projects. The SFMTA has been building up its internal outreach and engagement staff, but does not have staff large enough or with sufficient focus on this program to support it appropriately.

The SWCA team and its outreach partner, Civic Edge, have significant, demonstrable experience in the contract's scope items. The depth of review and scale of the Potrero Yard Reconstruction Project call for the kind of technical and engagement expertise that the SWCA team will provide. For these reasons, staff believes that Contract No. 2018-03, Building Progress Environmental Review and Public Outreach, will add substantial benefit to the SFMTA and yield the best outcome.

FUNDING IMPACT

The cost of Contract No. 2018-03 will be up to \$1,750,000, which will be paid for with funding from SFMTA Operating Fund Balance allocated for Facilities projects. The scope of services is divided between the fixed tasks described above, which comprise \$1,300,000 of the contract amount, and possible future, on-call task orders.

Because environmental review is a regulatory requirement for all discretionary projects, the SFMTA must complete this work to proceed with the Potrero Yard Reconstruction Project.

ENVIRONMENTAL REVIEW

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

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

PAGE 7.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

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

The Civil Service Commission approved this contract at its May 1, 2017 meeting.

RECOMMENDATION

Staff recommends that the SFMTA Board of Directors authorize the Director of Transportation to execute SFMTA Contract No. 2018-03, Building Progress Environmental Review and Public Outreach, with SWCA Environmental Consultants for environmental review and public outreach and engagement services for the SFMTA's Building Progress program, in an amount not to exceed \$1,750,000 and for a term of three years, with two one-year extension options.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

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

WHEREAS, The SFMTA's Real Estate and Facilities Vision for the 21st Century, or "Vision Report," and subsequent addendum, 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; and,

WHEREAS, In 2017, the SFMTA issued the Facility Assessment and Workspace Planning report (the "Facilities Framework"), and subsequent addendum, 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,

WHEREAS, The SFMTA has adopted a marketing concept for the Facilities Framework: the Building Progress program; and,

WHEREAS, SFMTA Contract No. 2018-03, Building Progress Environmental Review and Public Outreach and Engagement, provides for ongoing outreach and engagement and environmental review services for the Building Progress program; and,

WHEREAS, The scope of work for the contract specifically includes environmental review services for the Potrero Yard Reconstruction Project, pursuant to the California Environmental Quality Act (CEQA), to the satisfaction of the San Francisco Planning Department; and

WHEREAS, On August 23, 2017, the SFMTA issued a Request for Proposals for Environmental Review and Public Outreach and Engagement services; and,

WHEREAS, The SFMTA determined that the proposal received from SWCA Environmental Consultants was the highest-scoring proposal according to the selection criteria within the RFP for Environmental Review and Public Outreach and Engagement; and,

WHEREAS, The Contract Compliance Office reviewed the proposals in response to the RFP and confirmed that SWCA Environmental Consultants will meet the Local Business Enterprise participation goal of 25% of the work; and,

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

WHEREAS, On December 19, 2017, the SFMTA, under authority delegated by the Planning Department, determined that the SFMTA Contract No. 2018-03, Building Progress Environmental Review & Public Outreach and Engagement is not defined as a “project” under the California Environmental Quality Act (CEQA) pursuant 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, and is incorporated herein by reference; now, therefore be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute SFMTA Contract No. 2018-03, Building Progress Environmental Review and Public Outreach, with SWCA Environmental Consultants for environmental review and public outreach and engagement services for the SFMTA’s Building Progress program, in an amount not to exceed \$1,750,000 and for a term of three years, with two one-year extension options.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of January 16, 2018.

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**

**Contract between the City and County of San Francisco and
SWCA Environmental Consultants**

Table of Contents

| | |
|--|----|
| Article 1: Definitions | 5 |
| Article 2: Term of the Agreement | 6 |
| Article 3: Financial Matters | 6 |
| 3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation 6 | |
| 3.2 Guaranteed Maximum Costs..... | 6 |
| 3.3 Compensation | 6 |
| 3.3.1 Payment..... | 7 |
| 3.3.2 Payment Limited to Satisfactory Services | 7 |
| 3.3.3 Withhold Payments | 7 |
| 3.3.4 Invoice Format | 7 |
| 3.3.5 LBE Payment | 7 |
| 3.3.6 Getting Paid for Goods and/or Services from the City | 8 |
| 3.4 Audit and Inspection of Records..... | 8 |
| 3.5 Submitting False Claims | 8 |
| 3.6 Reserved (Payment of Prevailing Wages) | 8 |
| Article 4: Services and Resources | 9 |
| 4.1 Services Contractor Agrees to Perform | 9 |
| 4.2 Qualified Personnel..... | 9 |
| 4.3 Subcontracting | 9 |
| 4.4 Independent Contractor; Payment of Employment Taxes and..... | 9 |
| 4.4.1 Independent Contractor..... | 9 |
| 4.4.2 Payment of Employment Taxes and Other Expenses | 10 |
| 4.5 Assignment | 10 |
| 4.6 Warranty | 11 |
| Article 5: Insurance and Indemnity | 11 |
| 5.1 Insurance..... | 11 |
| 5.2 Indemnification..... | 13 |
| 5.3 Indemnification for Design Professionals..... | 13 |
| 5.3.1 Limitations | 14 |
| 5.3.2 Intellectual Property Infringement | 14 |
| Article 6: Liability of the Parties | 14 |
| 6.1 Liability of City..... | 14 |
| 6.2 Liability for Use of Equipment..... | 14 |
| 6.3 Liability for Incidental and Consequential Damages..... | 14 |

| | |
|--|----|
| Article 7: Payment of Taxes | 15 |
| Article 8: Termination and Default | 15 |
| 8.1 Termination for Convenience | 15 |
| 8.2 Termination for Default; Remedies | 17 |
| 8.3 Non-Waiver of Rights | 19 |
| 8.4 Rights and Duties upon Termination or Expiration | 19 |
| Article 9: Rights In Deliverables | 19 |
| 9.1 Ownership of Results | 19 |
| 9.2 Works for Hire | 20 |
| Article 10: Additional Requirements Incorporated by Reference | 20 |
| 10.1 Laws Incorporated by Reference | 20 |
| 10.2 Conflict of Interest | 20 |
| 10.3 Prohibition on Use of Public Funds for Political Activity | 20 |
| 10.4 Reserved | 21 |
| 10.5 Nondiscrimination Requirements | 21 |
| 10.5.1 Non Discrimination in Contracts | 21 |
| 10.5.2 Nondiscrimination in the Provision of Employee Benefits | 21 |
| 10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance | 21 |
| 10.7 Minimum Compensation Ordinance | 21 |
| 10.8 Health Care Accountability Ordinance | 21 |
| 10.9 First Source Hiring Program | 21 |
| 10.10 Alcohol and Drug-Free Workplace | 22 |
| 10.11 Limitations on Contributions | 22 |
| 10.12 Slavery Era Disclosure | 22 |
| 10.13 Working with Minors | 22 |
| 10.14 Consideration of Criminal History in Hiring and Employment Decisions | 22 |
| 10.15 Public Access to Nonprofit Records and Meetings | 23 |
| 10.16 Food Service Waste Reduction Requirements | 23 |
| 10.17 Sugar-Sweetened Beverage Prohibition | 23 |
| 10.18 Tropical Hardwood and Virgin Redwood Ban | 23 |
| 10.19 Preservative Treated Wood Products | 23 |
| Article 11: General Provisions | 23 |
| 11.1 Notices to the Parties | 23 |
| 11.2 Compliance with Americans with Disabilities Act | 24 |
| 11.3 Reserved | 24 |
| 11.4 Sunshine Ordinance | 24 |

| | | |
|--------|--|-----------|
| 11.5 | Modification of this Agreement | 24 |
| 11.6 | Dispute Resolution Procedure..... | 24 |
| 11.6.1 | Negotiation; Alternative Dispute Resolution | 24 |
| 11.6.2 | Government Code Claim Requirement | 25 |
| 11.7 | Agreement Made in California; Venue | 25 |
| 11.8 | Construction..... | 25 |
| 11.9 | Entire Agreement | 25 |
| 11.10 | Compliance with Laws | 25 |
| 11.11 | Severability | 25 |
| 11.12 | Cooperative Drafting | 25 |
| 11.13 | Order of Precedence..... | 25 |
| | Article 12: SFMTA Specific Terms | 26 |
| 12.1 | Large Vehicle Driver Safety Training Requirements | 26 |
| | Article 13: Data and Security..... | 26 |
| 13.1 | Nondisclosure of Private, Proprietary or Confidential Information..... | 26 |
| 13.2 | Payment Card Industry (PCI) Requirements..... | 27 |
| 13.3 | Business Associate Agreement | 27 |
| | Article 14: MacBride Principles And Signature | 27 |
| 14.1 | MacBride Principles -Northern Ireland..... | 27 |

**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
SWCA Environmental Consultants
Contract No. SFMTA-2018-03**

This Agreement is made this 17th day of January, 2018, in the City and County of San Francisco, State of California, by and between SWCA, Incorporated, dba SWCA Environmental Consultants, headquartered at 20 E. Thomas Road, Suite 1700, Phoenix, Arizona 85012 (Contractor) and the City and County of San Francisco (City), acting by and through its Municipal Transportation Agency (SFMTA).

Recitals

A. The SFMTA wishes to retain the services of a firm to perform project scoping and environmental analysis in accordance with the California Environmental Quality Act (CEQA), and documentation pursuant to the National Environmental Policy Act (NEPA), as needed, as it relates to the SFMTA Facilities Framework (as defined in Attachment B), specifically the rebuilding and modernization of its oldest and largest bus facilities (the Project). Such services must satisfy CEQA, San Francisco Administrative Code Chapter 31, and any federal requirements that apply to the Project. Also included in the required scope are public outreach and engagement for the proposed Project.

B. This Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals (RFP) issued on August 23, 2017, pursuant to which City selected Contractor as the highest-qualified scorer.

C. The Local Business Entity (LBE) subcontracting participation requirement for this Agreement is 25%.

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

E. Approval for this Agreement was obtained when the Civil Service Commission approved Contract number 44360-16/17 on May 1, 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 “**Contract Administrator**” means the contract administrator assigned to the contract by the SFMTA, or his or her designated agent.

1.6 “**Contractor**” or “**Consultant**” means SWCA, Incorporated, dba SWCA Environmental Consultants, headquartered at 20 E. Thomas Road, Suite 1700, Phoenix, Arizona 85012.

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

1.8 “**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.

1.9 “**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.

1.10 “**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, which impose specific duties and obligations upon Contractor.

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

1.12 “**Project Manager**” means the project manager assigned to the contract for the SFMTA, or his or her designated agent.

1.13 “**Purchase Order**” means the written order issued by the City to the Contractor, authorizing the Effective Date as provided in Section 2.1.

1.14 “**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.

1.15 “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 VIIIA of the City’s Charter.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on the later of: (i) January 17, 2018; or (ii) the Effective Date, and expire on January 16, 2021, unless earlier terminated as otherwise provided herein.

2.2 The City has two options to renew the Agreement, each for a period of one year. The City may extend this Agreement beyond the expiration date by exercising an option at the Director of Transportation’s sole and absolute discretion and 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 in the form of a Purchase Order, 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 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 (Project Schedule, Budget, and Payment Procedures), attached hereto and incorporated by reference as though fully set forth herein. Compensation shall be made for Services identified in the invoice that the Director of Transportation, or his or her designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed one million seven hundred fifty thousand dollars “1,750,000.00”. The breakdown of charges associated with this Agreement appears in Appendix B. The City may withhold a portion of payment as retention until conclusion of the Agreement, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.3.2 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.

3.3.3 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.

3.3.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the electronic address specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5 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.

3.3.6 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.

3.4 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.

3.5 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.

3.6 Reserved. (Payment of Prevailing Wages).

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 those Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5 (Modification of this Agreement).

4.2 Qualified Personnel. Contractor shall utilize only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will 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 Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

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 subcontractors listed below.

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

4.4.1 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.

4.4.2 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.

4.5 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.

4.6 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 the Services.

(e) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use

of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

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.

5.3 Indemnification for Design Professionals. To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees

(collectively “Indemnitees”), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, “Liabilities”).

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

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

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, which liability shall not exceed Ten Million Dollars (\$10,000,000).

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:

| | |
|-----------|---|
| 3.3.2 | Payment Limited to Satisfactory Services |
| 3.4 | Audit and Inspection of Records |
| 3.5 | 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 25% 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 percent 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.

10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

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: Real Estate & Facilities Capital Project Manager
San Francisco Municipal Transportation Agency
1 South Van Ness Ave, 8th Floor
San Francisco, CA 94103

To Contractor: SWCA Environmental Consultants
330 Townsend Street, Suite 216
San Francisco, CA 94107

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, and except by written instrument executed and approved as required under City law and under the policy of the SFMTA Board of Directors. 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 Contract Administrator a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contract Administrator 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 September 13, 2017. 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/largevehicletainingstandards. 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 Principles 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.

| CITY | CONTRACTOR |
|--|--|
| <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>Authorized By:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Stephanie Stuart Deputy City Attorney</p> | <p>SWCA Environmental Consultants</p> <hr/> <p>Joseph J. Fluder, III Chief Operating Officer 330 Townsend Street, Suite 216 San Francisco, CA 94107</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> <p>City vendor number: 00003075</p> |

n:\ptc\as2017\1000410\01241376.doc

Appendices

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

Appendix A Scope of Services

A. PROJECT OVERVIEW

1. Building Progress Program. In January 2017, the SFMTA completed the 2017 Facilities Framework to assess existing conditions at SFMTA facilities and plan for future facilities capital projects. The SFMTA is now commencing implementation of the program, now referred to by the program name, Building Progress. The Building Progress Program includes several capital initiatives, including the Potrero Yard Modernization Project, the Muni Metro East Expansion, and the Enforcement Headquarters and Joint Use Project.
2. Program Scoping and Implementation Scenarios. The Building Progress Program is in the project definition phase. The SFMTA is jointly pursuing two implementation scenarios, and additionally considering addition of complementary, non-transit uses that are assumed to be residential uses (“joint uses” or “joint development”). Through a separate contract, the SFMTA is working with a consultant team on transit requirements by site, as well as feasibility analysis for potential joint development. SWCA and its subconsultant team (“Consultant”) shall diligently review prior materials to comprehend the project status to date, as presented in Phase 1, Task 1 below.
3. Outreach and Engagement. The Building Progress Program, as well as the capital projects that fall under its umbrella, require robust and sustained outreach and engagement. The Consultant shall design, implement, and support outreach and engagement as outlined in the Scope of Services for the Building Progress Program, and its subsidiary projects, throughout the term of this Contract (see Phase 10, below).
4. Potrero Yard Modernization Project. The MUNI Potrero Yard houses a fleet of trolley coach buses. Potrero Yard is outmoded and must be completely rebuilt, possibly including joint development that could potentially include increasing the height limit and the development of a mix of market and below market rate housing above the rebuilt transit facility. For the Potrero Yard Modernization Project, the Consultant shall participate in meetings with the goal of assisting with project scoping and reviewing and refining the project description. The Consultant shall complete environmental review, in compliance with the California Environmental Quality Act (CEQA), subject to the requirements and specifications of the Environmental Planning Division of the San Francisco Planning Department (SF Planning). Due to potential significant effects to the environment, as defined by CEQA, the SFMTA anticipates that the level of clearance required will be an Environmental Impact Report (EIR). The Consultant shall also manage outreach to community stakeholders, as needed, to explain the function, scope, and development timeline of the Potrero Yard Modernization Project, and the related expansion of the Muni Metro Expansion Project (see item 5 below). If required, the Consultant shall also complete environmental review for the project in accordance with the National Environmental Policy Act (NEPA), subject to the requirements and specifications of the Federal Transit Administration (FTA), in As-Needed Phase 14,

General Consultant Support, with an additional scope of work and cost estimate approved in a new task order.

5. Muni Metro East Expansion Project. The Muni Metro East (MME) facility is one of the SFMTA's storage and maintenance facilities for the light rail vehicle (LRV) fleet. MME will need to be expanded to accommodate a growing LRV fleet. Also, unless the SFMTA is successful in negotiating construction of a new bus facility, MME will be needed to accommodate buses that will be temporarily displaced from other yards that are scheduled to be rebuilt (MME Expansion). The SFMTA is currently pursuing a Categorical Exemption for this project, not included in this scope of work or budget, based on the project description and in accordance with CEQA. If SF Planning determines that a different environmental review path is required, the SFMTA will require the services of the Consultant. In As-Needed Phase 14, General Consultant Support, on a task order basis, the Consultant and the SFMTA will establish an agreed-upon detailed scope of work and budget to complete environmental review for the MME Expansion Project, in compliance with CEQA and subject to the requirements and specifications of SF Planning. If required, the Consultant shall also complete environmental review for the project in accordance with the National Environmental Policy Act (NEPA), subject to the requirements and specifications of the Federal Transit Administration (FTA), with a detailed scope of work and budget to be established upon a request from the SFMTA under As-Needed Phase 14, General Consultant Support, on an additional scope and task order basis.

6. Enforcement Headquarters and Joint Use Project. The SFMTA is participating in a complex land swap with other City departments which will result in the SFMTA's acquisition of the existing Animal Care and Control headquarters at 1200 15th Street. The SFMTA will use this site to consolidate the Sustainable Streets Enforcement Division from multiple locations into a single headquarters on this site. The SFMTA is considering a joint use project on this site, which could potentially include increasing the site footprint and height limit and development of the headquarters with a mix of market and below market rate housing above. If the SFMTA and other City departments determine that the project with a larger footprint and joint use component is feasible, the SFMTA will require the services of the Consultant. In As-Needed Phase 14, General Consultant Support, on a task order basis, the Consultant and the SFMTA will negotiate a detailed scope of work, schedule, and budget for environmental review pertaining to the Enforcement Headquarters and Joint Use Project, in compliance with CEQA, subject to the requirements and specifications of SF Planning. Due to potential significant effects to the environment, as defined by CEQA, the SFMTA anticipates that, if the SFMTA proceeds with the larger project footprint, the level of clearance required will be an Environmental Impact Report (EIR). As part of the overall Building Progress program, outreach and engagement related to the overall decision-making, scoping, and general schedule of this project is included in Phase 10. If requested by the SFMTA, the Consultant shall also establish a detailed scope of work, schedule, and budget to manage additional, project-specific outreach to community stakeholders, in As-Needed Phase 14, General Consultant Support, on an additional scope and task order basis, to explain the

function, scope, and development timeline of the Enforcement Headquarters and Joint Use Project.

7. The SFMTA has numerous other operations and maintenance facilities under its jurisdiction. On an as-needed, task order basis, the Consultant shall provide services similar to A.2 – A.5 for these other SFMTA yards, based on scopes of work and budgets to be developed as Task Orders requested pursuant to As-Needed Phase 14, General Consultant Support, and approved by SFMTA.
8. The SFMTA will provide Consultant with studies, reports, and analyses that have been completed that will provide Consultant with a baseline understanding of the SFMTA facilities to be analyzed under this Contract. These include:
 - a. *The SFMTA's Real Estate and Facilities Vision for the 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)
 - f. *Potrero Yard Historic Resources Evaluation* (2017)

B. DELIVERABLES

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

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

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

rates provided in Appendix C.

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

Task 1: Information Review

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

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

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

The Consultant shall produce a team roster with contact information for key members of the Consultant team; a draft Kick-Off Meeting Agenda for circulation (electronic copy) five days in advance of meeting and finalized based on comments from the participants; and a detailed schedule for the work and deliverables approved by SF Planning staff in Microsoft Excel format.

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

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

Task 3 –Project Kickoff Meeting

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

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

Task 4: Detailed Draft Project Schedule-2

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

Task 5: Final Detailed Project Schedule

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

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

Deliverables:

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

PHASE 2: PROJECT DESCRIPTION FOR POTRERO YARD PROJECT

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

Task 1 –Project Description Consultation Meetings

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

Task 2 – Draft 1 Project Description

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

Task 3 – Draft 2 Project Description

Based on one set of consolidated comments from the City, with direction from SF Planning to the Consultant with respect to any conflicting City comments, the Consultant

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

Task 4 – Final Project Description

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

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

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

Deliverables:

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

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

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

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

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

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

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

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

For the purposes of this Agreement, the City and Consultant anticipate that the following topics may be fully addressed in the Initial Study: Population and Housing, Cultural Resources (archeological resources, human remains, tribal cultural resources), Greenhouse Gas Emissions, Wind, Recreation, Utilities and Service Systems, Public Services, Biological Resources, Geology and Soils, Hydrology and Water Quality, Hazards and Hazardous Materials, Mineral and Energy Resources, and Agricultural and Forestry Resources. Land Use and Planning may also be focused out in the Initial Study but will be discussed briefly in the EIR to provide the reader with information about the neighborhoods surrounding the project site. The level of effort related to Greenhouse Gas Emissions and Minerals/Energy Resources is assumed in our Scope of Services and cost estimate to include the preparation of the Greenhouse Gas Compliance Checklist and a summary of the SFMTA's most recent Departmental Climate Action Strategy and the

development of an energy assessment pursuant to Appendix F of the CEQA Guidelines. The level of effort described in Appendix B assumes that the aforementioned topics can be focused out in the IS/NOP either because impacts would be less than significant or could be reduced to a less-than-significant level with mitigation. If any of the topics listed above moves from the Initial Study to the Draft EIR, the additional effort to include it in the EIR will be addressed with a new scope of work and budget authorization through the As-Needed Phase 14: General Consultant Support.

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

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

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

Task 3 – Screencheck Draft Initial Study/Notice of Preparation

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

Consultant shall prepare administrative drafts of the Notice of Availability of the Initial Study (NOA) and Notice of Completion (NOC) for City staff to review. The City team shall prepare a Draft 1 Mitigation Monitoring and Reporting Program (MMRP-1). The SFMTA must agree to incorporate the mitigation measures identified in the IS and submit an Agreement to Implement Mitigation Measures (AIMM). In addition, as appropriate, improvement measures may be identified for less-than-significant impacts for certain environmental topics. Both will be included in the MMRP.

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

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

Based on one set of consolidated comments from the City, with direction from SF Planning to the Consultant with respect to any conflicting comments, the Consultant shall

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

Task 5 – Final Initial Study/Notice of Preparation

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

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

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

Task 6– Draft Translation of NOA

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

Task 7 – Final Translation of NOA

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

Task 8 – Draft Distribution List

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

Task 9 – Final Distribution List

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

Task 10 – Publication and Distribution of the Final Initial Study

The Consultant shall be responsible for the publication and distribution (including

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

Task 11 – Administrative Record for IS/NOP

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

Task 12 – Matrix of Public Comments on IS/NOP

SF Planning will provide to the Consultant copies of all written public comments, including all e-mails, received during the public review period for the IS/NOP. The Consultant assumes for purposes of this Scope of Services and cost estimate that no more than 15 comment letters or emails of no more than 2 pages each and no more than 3 comment letters or emails that require translation from either Spanish, Tagalog, or Chinese. The Consultant shall review comments and prepare a matrix of issues raised, which will be organized by topic and commenter. This matrix will assist in finalizing the topics to be analyzed in the EIR; if any new topics are added to the EIR, this additional work will be addressed with a new scope and budget through the As-Needed Phase 14: General Consultant Support.

Deliverables:

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

PHASE 4: TECHNICAL BACKGROUND STUDIES FOR POTRERO YARD PROJECT

Task 4.1 – Transportation Impact Study for Potrero Yard Project

Task 4.1a – TIS Scoping and Description

Following Consultant attendance at a transportation scoping meeting with the SFMTA and SF Planning, the Consultant will prepare a Draft Transportation Impact Study (TIS) Scope of Work and submit it to SFMTA and SF Planning. The Draft TIS Scope of Work

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

The Consultant shall use the Project Description developed under Phase 2, Task 4, above, which includes types of land use, intensity, and other characteristics that may be applicable to the analysis such as pedestrian and vehicle access locations, loading supply, and parking supply. The SFMTA will provide a site plan that identifies the pedestrian and vehicular access to each building, i.e., the residential building and the transit storage and maintenance facility. Changes to the travel lanes, curb parking lanes, transit infrastructure (such as overhead wiring), sidewalks, and bicycle facilities will be described by SFMTA and identified on the proposed project site plan.

Task 4.1b - Final TIS Scope

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

Task 4.1c – Transportation Data Collection and Existing Setting

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

Task 4.1d – Travel Demand

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

- SFMTA Travel Demand Displaced During Construction – Working with the SFMTA, the Consultant will estimate the travel demand associated with the temporary relocation of Muni services from the existing yard to an off-site

location (i.e., to MME or other location) during construction of the new Potrero Yard. This includes employees, buses, service vehicles.

- SFMTA Travel Demand at Completion of Project – Working with the SFMTA, the Consultant will estimate the net-new travel demand associated with buildout of the New Potrero Yard. Travel demand at buildout will include workforce commute trips and transit vehicle trips to and from the storage and maintenance areas.
- Non-SFMTA Land Uses Travel Demand – The number of weekday daily, and AM and PM peak hour person trips expected to be generated by the non-SFMTA uses will be estimated for using trip generation information contained in the Planning Department’s TIS Guidelines (2002) and the ITE Trip Generation Manual. No internalization or pass-by adjustments will be made

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

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

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

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

Mitigation measures will be identified to improve operations if significant project-related impacts have been identified, and improvement measures may be proposed where no significant impacts have been identified. In accordance with Planning Department’s TIS

Guidelines (2002), the TIS will distinguish between mitigation measures required under CEQA, and transportation improvement measures not related to CEQA significant impacts, such as pedestrian improvement measures, parking access operations, traffic, parking and pedestrian enforcement etc. Responsibility for implementation of identified measures will be described, where possible.

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

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

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

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

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

Task 4.1j – EIR Alternatives Assessment

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

Deliverables:

- (1) *Deliverable 4.1a: Draft Transportation Impact Study (TIS) Scope of Work*
- (2) *Deliverable 4.1b: Final Transportation Impact Study (TIS) Scope of Work*
- (3) *Deliverable 4.1c: Data Collection*
- (4) *Deliverable 4.1d: Travel Demand*
- (5) *Deliverable 4.1e: Impact Analysis and TIS-1*

- (6) *Deliverable 4.1f: TIS-2*
- (7) *Deliverable 4.1g: Screencheck Draft TIS*
- (8) *Deliverable 4.1h: Final TIS*
- (9) *Deliverable 4.1i: Data for Air Quality and Noise Analyses*
- (10) *Deliverable 4.1j: Alternatives Assessment*

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

Task 4.2a – Draft Noise and Vibration Methodology

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

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

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

Task 4.2b – Final Noise and Vibration Methodology

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

Task 4.2c – Draft Noise and Vibration Technical Study

It is assumed that quantitative analysis of noise levels will be necessary for construction. Based on the final Noise and Vibration Methodology document, the Consultant shall collect existing ambient noise and vibration level information at up to 2 locations, and prepare a Noise and Vibration Technical Study that presents the methodology, results, and proposed mitigation measures (if any) for the project.

Task 4.2d – Final Noise and Vibration Technical Study

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

Task 4.2e – Meetings related to Noise and Vibration

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

Deliverables:

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

Task 4.3 – Air Quality Technical Report for Potrero Yard Project

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

Task 4.3a – Draft Air Quality Methodology document

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

The methodology document will be organized into the following tasks:

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

- Identification of appropriate thresholds of significance.

Task 4.3b – Final Air Quality Methodology document

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

Task 4.3c – Draft Air Quality Technical Report

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

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

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

Task 4.3d – Final Air Quality Technical Report

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

Task 4.3e – Meetings Related to Air Quality

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

Deliverables:

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

Task 4.4 – Visual Simulations

Task 4.4a – Base Photographs

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

Task 4.4b – Draft Photosimulations

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

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

Task 4.4c – Final Photosimulations

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

Deliverables:

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

Task 4.5 – Screening-Level Wind Analysis

Task 4.5a - Draft Screening Level Wind Memorandum

The Consultant shall prepare a screening-level pedestrian wind analysis of the proposed project. The analysis will be based on the design drawings to be provided by the SFMTA, a review of the surrounding information including the buildings and topography surrounding the project site, long-term meteorological data for the area, previous wind tunnel studies for similar projects, and the engineering judgement of key members of the Consultant team. The Consultant shall review the overall shape, height, massing and orientation of the proposed development with regards to the surroundings and the prevailing winds and use modelling software to assess the proposed development against the wind hazard criterion. The wind hazard criterion (specifically, the potential for the project to create a net increase in the number of locations where the wind hazard criteria are exceeded) is used to determine whether a project would have a significant wind

impact. If the assessment determines that there are risks of a significant wind impact a comprehensive wind tunnel study may be needed and the Consultant shall coordinate with the SFMTA to develop a new scope and approved budget in a task order under As-Needed Phase 14: General Consultant Support.

The Consultant shall prepare a draft memorandum and submit to SF Planning and the SFMTA for review and comment.

Task 4.5b – Final Screening Level Wind Memorandum

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

Deliverables:

- (1) *Deliverable 4.5a: Draft Wind Memo*
- (2) *Deliverable 4.5b: Final Wind Memo*

Task 4.6 – Shadow Study

The shadow study for the Potrero Yard Project will identify the locations of shadows on open space for use in the shadow section of the CEQA document, as discussed here. This Scope of Services and cost estimate does not include user surveys or preparation of a Section 295 Memorandum for use by the Recreation and Park Commission and Planning Commission if net new shadow is identified on a Recreation and Park Commission property. Inclusion of user surveys or preparation of a Section 295 Memorandum would constitute a material change to the Scope of Services and budget and will require the Consultant and City to agree on a budget augment through the As-Needed Phase 14: General Consultant Support, on an additional scope and task order basis.

Task 4.6a – Draft Shadow Study

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

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

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

Task 4.6b – Final Shadow Study

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

Deliverables:

(1) *Deliverable 4.6a: Draft Shadow Study*

(2) *Deliverable 4.6b: Final Shadow Study*

PHASE 5: DRAFT ENVIRONMENTAL IMPACT REPORT FOR POTRERO YARD PROJECT

Task 1: Develop Alternatives for Analysis

The Consultant team will work with the SFMTA and SF Planning to define up to two (2) Alternatives to the proposed project, in addition to the No Project Alternative. At least one of the two alternatives will be a Full Preservation Alternative to address the effects of the project on the historic resources identified on the project site. This alternative might be the Potrero Yard Project without joint use, or the modernization improvements with no residential use may be a second Alternative. Alternatives considered but rejected shall also be identified. The Consultant shall prepare a draft description of each of the alternatives to be analyzed and compared to the proposed project, and a short discussion of the alternatives considered and rejected. Based on one set of consolidated comments on these descriptions from SF Planning, to include reconciliation of any conflicting comments from the SFMTA, the Consultant shall prepare final descriptions of the two alternatives for use in analysis in the EIR and the final discussion of the alternatives considered and rejected.

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

Task 2: Administrative Draft Environmental Impact Report-1

The Consultant shall prepare an Administrative Draft Environmental Impact Report-1 (ADEIR-1) for City staff review. ADEIR-1 will consist of the Project Description from the IS/NOP (see Phase 2, Task 4 and Phase 3, Task 1) with up to three additional graphics and related text; a brief listing of plans and policies consulted and discussion of conflicts with them (if any); the Setting, Impacts, and Mitigation Measures chapter summarizing the findings from the Historic Resources Evaluation Part 1 (to be provided by the SFMTA after acceptance by SF Planning) and summarizing the project-specific and cumulative impacts identified in the TIS, Noise Study, Air Quality Study, and Shadow Study; the Other CEQA Issues chapter discussing Growth-Inducing impacts, listing any significant and unavoidable impacts, and any known controversy and issues to be resolved; the Alternatives chapter describing the No Project Alternative and up to two

additional alternatives developed in Phase 5, Task 1 and their impacts with up to two figures for each of these alternatives, comparing the impacts of the alternatives to those of the proposed project, and briefly discussing alternatives that were considered and rejected; and a Chapter listing document Authors and Persons Consulted. Appendices to the Draft EIR are assumed to be the published Initial Study, the Transportation Impact Study, the Air Quality Technical Report, Noise technical information, and one appendix containing SFMTA details related to the project and the Building Progress Program insofar as it is relevant. The scope of services and cost estimate assume that no material changes will occur in the Project Description once it has been finalized in Phase 2. No new technical analyses are assumed to be needed to prepare this or later administrative drafts or publication of the EIR. If either of these assumptions change, the Consultant will work with the SFMTA to establish a scope of work and cost estimate for the additional work in an approved task order under As-Needed Phase 14, General Consultant Support.

Task 3: Administrative Draft Environmental Impact Report-2

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

Task 4: Screencheck Administrative Draft Environmental Impact Report

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

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

Task 5 – Print Check Draft Environmental Impact Report

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

EIR to SF Planning for review. Along with the Print Check Draft EIR, the Consultant shall prepare the final NOA and NOC for City staff to review.

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

Task 6 – Draft Translation of NOA

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

Task 7 – Final Translation of NOA

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

Task 8 –Draft EIR

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

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

Task 9 – Publication and Distribution of Draft Environmental Impact Report

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

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

The Consultant shall also prepare 15 paper copies of the Summary Chapter of the Draft

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

Task 10: Public Hearings on Draft Environmental Impact Report

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

Task 11 – Administrative Record for Draft EIR

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

Deliverables:

- (1) *Deliverable 5.1: Draft and Final Descriptions of up to two Alternatives for analysis in DEIR*
- (2) *Deliverable 5.2: Administrative Draft EIR-1*
- (3) *Deliverable 5.3: Administrative Draft EIR-2, with Introduction and Summary Chapter*
- (4) *Deliverable 5.4: Screencheck Draft EIR, Draft Notice of Availability, and Draft Notice of Completion*
- (5) *Deliverable 5.5: Print Check Draft EIR, Final Notice of Availability, and Final Notice of Completion*
- (6) *Deliverable 5.6: Draft Translation of NOA*
- (7) *Deliverable 5.7: Final Translation of NOA*
- (8) *Deliverable 5.8: Final Draft EIR*
- (9) *Deliverable 5.9: Publish and Distribute Draft EIR*
- (10) *Deliverable 5.10: Attend Draft EIR Hearings and provide a court reporter*
- (11) *Deliverable 5.11: Administrative Record for Draft EIR*

PHASE 6: RESPONSES TO COMMENTS FOR POTRERO YARD PROJECT

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

The Consultant shall bracket oral comments from the public hearing transcript on the Draft EIR and written comments received on the Draft EIR during the public review period. Consultant shall organize the comments by CEQA topic, grouping similar comments to allow for essay responses. For the purposes of bracketing and the matrix in Phase 6, Task 1b, this Scope of Services and cost estimate assumes that no more than 15, 2-page comment letters will be received; that no more than 10 persons, including

Planning Commissioners, will comment at the public hearing on the Draft EIR; that all public and agency comments on the Draft EIR are received by Consultant within five working days of the close of the public comment period; and that no substantial changes in the proposed project or the analyses of impacts will be requested by the City or required in response to public comments and no new technical analyses will be necessary.

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

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

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

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

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

Task 2 – Responses to Comments on Draft EIR-1

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

Task 3 – Responses to Comments on Draft EIR-2

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

Task 4 – Screencheck Responses to Comments on Draft EIR

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

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

Task 5 – Final Responses to Comments on Draft EIR

The Consultant shall prepare the Final RTC document based on one consolidated set of comments from the City on the Screencheck Draft RTC, and direction from SF Planning with respect to any conflicting comments, and submit to SF Planning staff for approval and authorization to publish. No Print Check draft is included.

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

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

Task 6 – Publication and Distribution of Responses to Comments

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

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

Task 7 – Administrative Record for RTC

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

Deliverables:

- (1) *Deliverable 6.1a: Assess the volume of comments on Draft EIR*
- (2) *Deliverable 6.1b: Draft matrix of comments and bracketed comment letters and transcript*

- (3) *Deliverable 6.1c: Final matrix of comments and bracketed comment letters and transcript*
- (4) *Deliverable 6.2: Draft 1 RTC*
- (5) *Deliverable 6.3: Draft 2 RTC*
- (6) *Deliverable 6.4: Screencheck Draft RTC*
- (7) *Deliverable 6.5: Final RTC*
- (8) *Deliverable 6.6: RTC Publication and Distribution*
- (9) *Deliverable 6.7: RTC Admin Record*

PHASE 7: EIR CERTIFICATION FOR POTRERO YARD PROJECT

Task 1: Attendance at Final EIR Certification Hearing

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

Deliverables:

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

PHASE 8: CONSOLIDATED FINAL EIR DOCUMENT FOR POTRERO YARD PROJECT

Task 1 – Administrative Draft Final EIR Document

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

Task 2 – Final EIR Document

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

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

Task 3 – Administrative Record for Final EIR

The Consultant shall provide one paper copy and one PDF of new materials, if any, to SF

Planning for a final Administrative Record.

Deliverables:

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

PHASE 9: MEETINGS AND CONSULTATION FOR POTRERO YARD PROJECT

Task 1: Meetings

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

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

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

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

Deliverables:

- (1) *Deliverable 9.1a: Coordinate and attend up to 36 monthly (approximately one a month) environmental team project meetings or conference calls including draft and final agendas and conduct up to 6 conference calls or meetings with SFMTA Project Manager*
- (2) *Deliverable 9.1b: Draft and final meeting notes (the latter assumes receipt of City comments within 5 working days of submittal of draft meeting notes)*
- (3) *Deliverable 9.1c: Accessible format: NOP, IS, NOA for IS, published Draft EIR, NOA for Draft EIR, published RTC document, and consolidated Final EIR*
- (4) *Deliverable 9.1d: Up to 4 updates of the Project Schedule*

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

Note that the Tasks under Public Outreach and Engagement are presented in Appendix B as

Time-and-Materials Not to Exceed rather than as a Fixed Fee per task, pursuant to instructions in the Request for Proposals.

Task 1 – Planning for Public Outreach and Engagement

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

Task 2 – Implementation of Public Outreach and Engagement

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

- Assist with the implementation of outreach meetings (up to 6 meetings)
 - Schedule and reserve venues and provide logistical support for outreach meetings, including transportation access, presentation set-up, sign-in, materials production, and other duties as assigned
 - Ensure broad awareness among relevant audiences in advance of meetings, including e-blasts and other notifications to community organizations for up to 6 outreach meetings
 - Develop presentations (e.g. PowerPoint) and presentation boards for meetings (up to 6 presentations and 25 boards in total)
 - Printing of presentation boards will be performed in house by the SFMTA and the cost for that service is not included in this Scope of Services or cost estimate
 - Record meeting minutes, transcribe audio visual recordings, and draft meeting debriefs for meetings
 - Track meeting attendance
- Develop and implement engagement tools
 - Conduct and facilitate formal and informal focus groups (up to four)
 - Design and administer surveys using different formats, including online, phone, intercept, and in-person interviews (up to 2)
 - Coordination for design charrette
 - Aggregate feedback to allow for detailed reporting and trend analysis
 - Prepare detailed outreach history summaries in preparation for legislative action or completion of project community phase
 - Identify and procure specific collection and measurement tools, as needed
- Manage stakeholder outreach and meetings
 - Maintain stakeholder contacts and correspondence
 - Scheduling and logistics for, up to 16 stakeholder meetings
 - Logistical support inter- and intra-agency meetings and briefings (up to 4)
 - Outreach at standing community events, tours, and site visits (up to 4)

Task 3 – Design and Development of Communications Materials

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

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

AS-NEEDED PHASES AND TASKS

The following As-Needed Phases 11 through 13 below (inclusive of all tasks and subtasks) comprise an As-Needed task for GIS Support Services for the SFMTA (As-Needed Phase 11: GIS Support), and two As-Needed tasks associated with the Potrero Yard Project (As-Needed Phase 12: Additional Responses to Comments for Potrero Yard Project) and As-Needed Phase 13: Health Risk Assessments for Potrero Yard Project Air Quality Analysis). In addition there is an As-Needed Phase 14, General Consultant Support, for other components of the SFMTA’s Building Progress Program such as the Enforcement Headquarters and Joint Use Project at 1200 15th Street. These As-Needed tasks will have Time-and-Materials Not to Exceed budgets with detailed scopes and budgets to be determined between the City and Consultant in approved task orders except for the Enforcement Headquarters and Joint Use Project at 1200 15th Street EIR and the MME Expansion CEQA document, which will be Fixed Fee Phases and tasks if they are activated and approved by the SFMTA.

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

Task 1 – GIS Support

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

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

Task 1 – Additional Responses to Comments on Draft EIR

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

Deliverables:

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

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

Task 1 – Health Risk Assessment

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

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

Deliverables:

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

AS-NEEDED PHASE 14 – GENERAL CONSULTANT SUPPORT

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

- preparation of a Negative Declaration or Mitigated Negative Declaration for the Muni Metro East Expansion Project (MME Project), if a Categorical Exemption is determined to be inappropriate;
- addition of topics to the Draft EIR for the Potrero Yard Project that were assumed to be fully analyzed in its Initial Study;
- preparation of a wind tunnel analysis for the Potrero Yard Project;
- analysis of additional alternatives or revision to an alternative based on comments received on the alternatives from the HPC for the Potrero Yard Project;
- preparation of additional responses to comments if the volume of comments are greater than that identified in Phase 6 and As-Need Phase 12 for the Potrero Yard Project
- preparation of a Categorical Exclusion or Environmental Assessment/Finding of No Significant Impact pursuant to the National Environmental Policy Act working with the Federal Transit Administration for the Potrero Yard Project;
- environmental review services for the Enforcement Headquarters and Joint Use Project at 1200 15th Street;
- public outreach for the Enforcement Headquarters and Joint Use Project at 1200 15th Street;
- and other similar services related to environmental analysis and review of the Building Progress Program.

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

Deliverables: TBD, based on Task Order(s)

C. PROJECT MANAGEMENT AND REPORTS

1. Regular Reporting and Monthly Progress Meetings

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

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

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

2. Reports

Consultant shall submit written progress reports as required by this Agreement as the SFMTA

may request, summarizing project status, on no more than a quarterly basis for the term of this Agreement. The SFMTA shall determine the format for the content of such reports. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. SFMTA Liaison

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

Appendix B

Project Schedule, Budget, and Payment Procedures

1. Payment Milestones and Payment Schedule

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

Table 1: Fee per Deliverable

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

| Phase 4 Technical Background Studies for Potrero Yard Project | | \$ | 303,359.10 |
|--|---|-----------|-------------------|
| 1 | Transportation Impact Study | \$ | 191,181.35 |
| 1a | Draft Transportation Impact Study (TIS) Scope of Work | \$ | 8,857.75 |
| 1b | Final Transportation Impact Study (TIS) Scope of Work | \$ | 3,189.25 |
| 1c | Data Collection | \$ | 22,417.50 |
| 1d | Travel Demand | \$ | 11,172.00 |
| 1e | Impact Analysis and TIS-1 | \$ | 73,018.75 |
| 1f | TIS-2 | \$ | 33,538.40 |
| 1g | Screencheck Draft TIS | \$ | 16,011.20 |
| 1h | Final TIS | \$ | 10,300.50 |
| 1i | Data for Air Quality and Noise Analyses | \$ | 7,594.00 |
| 1j | EIR Alternatives Assessment | \$ | 5,082.00 |
| 2 | Noise and Vibration Study | \$ | 39,990.00 |
| 2a | Draft Noise and Vibration Methodology document | \$ | 6,387.00 |
| 2b | Final Noise and Vibration Methodology document | \$ | 1,396.50 |
| 2c | Draft Noise and Vibration Technical Study | \$ | 19,574.00 |
| 2d | Final Noise and Vibration Study | \$ | 11,372.50 |
| 2e | Meetings (up to 3) | \$ | 1,260.00 |
| 3 | Air Quality Technical Report | \$ | 37,056.00 |
| 3a | Draft Air Quality Methodology Document | \$ | 6,288.00 |
| 3b | Final Air Quality Methodology document | \$ | 1,470.00 |
| 3c | Draft Air Quality Technical Report | \$ | 17,222.00 |
| 3d | Final Air Quality Technical Report | \$ | 10,816.00 |
| 3e | Attend up to 3 Meetings or Conference Calls regarding Air Quality | \$ | 1,260.00 |
| 4 | Visual Simulations | \$ | 7,725.00 |
| 4a | Base Photographs | \$ | 2,157.50 |
| 4b | Draft Photosimulations | \$ | 4,150.00 |
| 4c | Final Photosimulations | \$ | 1,417.50 |
| 5 | Screening-Level Wind Analysis | \$ | 12,041.75 |
| 5a | Draft Screening-Level Wind Memorandum | \$ | 8,576.50 |
| 5b | Final Screening-Level Wind Memorandum | \$ | 3,465.25 |
| 6 | Shadow Study | \$ | 15,365.00 |
| 6a | Draft Shadow Study | \$ | 9,490.00 |
| 6b | Final Shadow Study | \$ | 5,875.00 |
| Phase 5 Draft EIR for Potrero Yard Project | | \$ | 225,211.90 |
| 1 | Draft and Final Descriptions of up to two Alternatives for analysis in DEIR | \$ | 13,168.00 |
| 2 | Administrative Draft EIR-1 | \$ | 98,409.70 |
| 3 | Administrative Draft EIR-2, with Introduction and Summary Chapter | \$ | 40,908.55 |
| 4 | Screencheck Draft EIR, Draft Notice of Availability, and Draft Notice of Completion | \$ | 20,921.35 |
| 5 | Print Check Draft EIR, Final Notice of Availability, and Final Notice of Completion | \$ | 12,189.20 |
| 6 | Draft Translation of NOA | \$ | 3,837.50 |
| 7 | Final Translation of NOA | \$ | 2,525.00 |
| 8 | Final Draft EIR | \$ | 6,924.60 |
| 9 | Publish and Distribute Draft EIR | \$ | 12,435.00 |
| 10 | Attend Draft EIR Hearings and provide a court reporter | \$ | 4,327.00 |
| 11 | Administrative Record for Draft EIR | \$ | 9,566.00 |

| | | | |
|-----------------------------|---|-----------|---------------------|
| Phase 6 | Responses to Comments for Potrero Yard | \$ | 106,147.75 |
| 1 | Comments | \$ | 16,128.00 |
| 1a | Assess volume of comments on Draft EIR | \$ | 5,928.00 |
| 1b | Draft matrix of comments and bracketed comment letters/transcript | \$ | 6,740.00 |
| 1c | Final matrix of comments and bracketed comment letters/transcript | \$ | 3,460.00 |
| 2 | Draft 1 RTC | \$ | 42,581.75 |
| 3 | Draft 2 RTC | \$ | 18,988.70 |
| 4 | Screencheck Draft RTC | \$ | 9,187.20 |
| 5 | Final RTC | \$ | 6,568.60 |
| 6 | RTC Publication and Distribution | \$ | 6,782.50 |
| 7 | RTC Administrative Record | \$ | 5,911.00 |
| Phase 7 | EIR Certification for Potrero Yard | \$ | 1,675.00 |
| 1 | Attendance at CPC EIR certification and notes of public comment at that hearing | \$ | 1,675.00 |
| Phase 8 | Final EIR Document for Potrero Yard | \$ | 16,766.10 |
| 1 | Administrative Draft Final EIR | \$ | 9,624.00 |
| 2 | Final EIR | \$ | 5,602.10 |
| 3 | Final Administrative Record | \$ | 1,540.00 |
| Phase 9 | Meetings and Consultation for Potrero Yard | \$ | 76,356.00 |
| 1a | Coordinate and attend monthly meetings (36+6) | \$ | 50,426.00 |
| 1b | Draft and Final Meeting Notes | \$ | 11,690.00 |
| 1c | Accessible Format | \$ | 2,500.00 |
| 1d | Up to 4 updates of Project Schedule | \$ | 11,740.00 |
| Phase 10 | Public Outreach and Engagement for Potrero Yard Project and Building Progress Program (Time and Materials Not to Exceed) | \$ | 298,023.25 |
| 1 | Planning for Public Outreach and Engagement | \$ | 15,687.50 |
| 2 | Implementation of Public Outreach and Engagement | \$ | 189,424.25 |
| 3 | Design and Development of Communications Materials | \$ | 92,911.50 |
| TOTAL | | \$ | 1,297,525.30 |
| AS-NEEDED SERVICES | | | |
| Phase 11 | As-Needed GIS support (Time and Materials Not to Exceed) | \$ | 20,295.50 |
| 1 | Provide GIS Support as requested and approved by SFMTA | \$ | 20,295.50 |
| Phase 12 | As-Needed Additional Responses to Comments for Potrero Yard Project (Time and Materials Not to Exceed) | \$ | 31,676.00 |
| 1 | Additional RTC on Draft EIR | \$ | 31,676.00 |
| Phase 13 | As-Needed Health Risk Assessments for Potrero Yard Project Air Quality Analysis (Time and Materials Not to Exceed) | \$ | 11,201.00 |
| 1 | Prepare draft and final HRA for construction and operation of Potrero Yard Project for Air Quality Technical Report | \$ | 11,201.00 |
| Phase 14 | General Consultant Support | \$ | 389,302.20 |
| TOTAL WITH AS-NEEDED | | \$ | 1,750,000.00 |

2. Invoicing Schedule

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

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

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

Table 2: Milestone Deliverables

| Phase | Task/Subtask/Deliverable | Duration (Months) | Month 1 | Month 2 | Month 3 | Month 4 | Upon Delivery | Per Month |
|-------|--|-------------------|---------|---------|---------|---------|---------------|------------|
| 3 | 1- Draft 1 of IS/NOP | 4 | 20% | 20% | 20% | | 40% | |
| 3 | 2- Draft 2 of IS/NOP | 2 | 50% | | | | 50% | |
| 4 | 1e- Impact Analysis and TIS-1 | 5 | 20% | 20% | 20% | 20% | 20% | |
| 4 | 2c- Draft Noise and Vibration Study | 3 | 50% | 20% | | | 30% | |
| 4 | 3c- Draft Air Quality Technical Report | 3 | 50% | 20% | | | 30% | |
| 5 | 2- Administrative Draft EIR-1 | 5 | 20% | 20% | 20% | 10% | 30% | |
| 5 | 3- Administrative Draft EIR-2 | 2 | 40% | | | | 60% | |
| 6 | 2- Draft RTC | 3 | 40% | 30% | | | 30% | |
| 9 | Meetings and Consultation (Potrero Yard) | 36 | | | | | | \$2,121.00 |

3. Project Schedule

The Project Schedule is included on the following page. The Project Schedule will be refined as part of the Appendix A Scope of Work Phase 1 Tasks 4 and 5.

Project Schedule

| CEQA and Public Outreach Schedule | 2018 | | | | | | | | | | | | 2019 | | | | | | | | | | | | 2020 | | | | | | | | | | | |
|--|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Phase 1: Information Review, Kickoff, Schedule | | Δ | | F | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase 2: Project Description | | | | | * | * | F | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase 3: IS/NOP | | | | | | | | | | * | * | * | | * | * | *P● | | | | | | | | | | | | | | | | | | | | |
| Phase 4: Technical Background Studies | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Transportation Impact Study</i> | | | | | | | | | | | | | | * | * | * | * | * | * | F | | | | | | | | | | | | | | | | |
| <i>Noise and Vibration Study</i> | | | | | | | | | | | | | | * | * | * | * | * | * | F | | | | | | | | | | | | | | | | |
| <i>Air Quality Technical Report</i> | | | | | | | | | | | | | | * | * | * | * | * | * | F | | | | | | | | | | | | | | | | |
| <i>Visual Simulations</i> | | | | * | * | | F | | | | | | | * | * | * | * | * | * | F | | | | | | | | | | | | | | | | |
| <i>Screening-Level Wind Analysis</i> | | | | | | | | * | | F | | | | * | * | * | * | * | * | F | | | | | | | | | | | | | | | | |
| <i>Shadow Study</i> | | | | | | | | | | | * | * | | * | * | * | * | * | * | F | | * | * | | * | * | *P● | | | | | | | | | |
| Phase 5: Draft EIR | | | | | | | | | | | | | | | | | | | | | * | * | * | | * | * | *P● | | | | | | | | | |
| Phase 6: Responses to Comments | | | | | | | | | | | | | | | | | | | | | | * | * | | * | * | * | * | * | * | * | * | *P | | | |
| Phase 7: EIR Certification | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase 8: Final EIR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase 9: Meetings | | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ | ○ |
| Phase 10: Public Outreach | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SWCA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Technical Consultant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Public Review | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Public Outreach | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

- * = Internal Deliverable
- F = Final Deliverable
- P = Publish Document
- = Public Meeting
- = Internal Meeting
- Δ = Project Initiation - Contract Signed

Appendix C
Schedule of Billing Rates

| Firm | Classification | Total |
|--------------|------------------------------|--------------|
| Firm A | Example: Planner | \$135 |
| SWCA | Principal-In-Charge | \$275 |
| | Project Manager | \$185 |
| | Deputy Project Manager | \$145 |
| | Project Planner | \$145 |
| | Senior Planner | \$195 |
| | Architectural Historian | \$131 |
| | Senior Research Editor | \$150 |
| | Project Coordinator (Tse) | \$120 |
| | Word Processing | \$120 |
| | Project Coordinator | \$105 |
| | Document Control | \$50 |
| | Senior Environmental Planner | \$187 |
| | GIS Specialist | \$127 |
| | | |
| Civic Edge | Partner | \$225 |
| | Director | \$200 |
| | Account Manager | \$150 |
| | Project Assistant | \$60 |
| | | |
| Fehr & Peers | Principal-In-Charge | \$325 |
| | Project Manager | \$260 |
| | Technical Lead | \$185 |
| | Engineer/Planner | \$140 |
| | Graphics | \$120 |
| | | |
| LCWC | Task Lead | \$210 |
| | | |
| Baseline | Principal | \$210 |
| | Environmental Engineer III | \$170 |
| | Environmental Engineer II | \$150 |
| | Environmental Engineer I | \$135 |

| Firm | Classification | Total |
|-----------------------|------------------------|--------------|
| | Senior Field Geologist | \$165 |
| | Word Processing | \$120 |
| | | |
| PreVision | Manager | \$225 |
| | | |
| RWDI | Technical Director | \$300 |
| | Project Manager | \$225 |
| | Intermediate Engineer | \$130 |
| | Assistant | \$75 |
| | | |
| Yuki Kawaguchi | Owner/Cartographer | \$161 |
| | Senior Associate | \$126 |
| | | |
| Direct Mail | Manager | \$100 |
| | | |
| Lowercase Productions | Graphic Designer | \$110 |
| | | |
| 51 West Media | Media Design | \$113.25 |
| | | |
| InterEthnica | Translation | \$125 |

Appendix D
TASK ORDER FORM

| | | |
|---|------------------------------|---|
| San Francisco Municipal Transportation Agency | | |
| Contract No. and Title: _____ | | |
| Task Title: _____ | Date Initiated: _____ | |
| Type of Request: | | |
| <input type="checkbox"/> New Task Order- No. <u>XX</u> | | |
| <input type="checkbox"/> Modification - No. _____ (attach approved original and all modifications to date) | | |
| Total Amount Being Requested: \$XXXX | | |
| Index Code: _____ | | |
| Task Start Date: _____ Modification Start Date: _____ | | |
| Estimated Completion Date: _____ | | |
| Funding Source: _____ | | Proposed Task LBE Goal: <u>XX%</u> |
| Project Title: _____ | | |
| Work to be Performed: Brief Description | | |
| Deliverables: | | |
| <u>Description</u> | <u>Date Req'd</u> | <u>Quantity</u> |