

**THIS PRINT COVERS CALENDAR ITEM NO.: 14**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Finance and Information Technology

**BRIEF DESCRIPTION:**

Authorizing the Director of Transportation to execute the Second Amendment to SFMTA Contract No. 2017-26, Muni Yard Design and Development Services with Hatch Associates Consultants to add as-needed tasks performed and underway for analyzing joint development opportunities and upgrades as part of the Building Progress Program, including under a grant from Caltrans, to increase the Contract amount by \$1,750,000, for a total amount not to exceed \$3,000,000, to extend the term to November 30, 2023, with one three-year extension to be exercised at the discretion of the Director of Transportation, and to add grant terms and conditions.

**SUMMARY:**

- In 2017, the Board awarded Contract No. 2017-26 (Contract) to Hatch Associates Consultants (Hatch) to develop design criteria for new or replacement transit facilities and to analyze the feasibility of joint development adjacent to or above transit facilities.
- Hatch’s work initially focused on the Potrero Modernization Project (Potrero Project) as well as other as-needed planning and feasibility services for SFMTA facilities as part of the Building Progress Program, when funding became available.
- The Contract budget has largely been expended as a result of changes to the conceptual design of the Potrero Project.
- In 2019, the SFMTA Board authorized the Director of Transportation to execute an agreement for a \$490,160 planning grant, from Caltrans to study joint development and the reconstruction of Presidio Yard.
- This Second Amendment adds a task for Hatch to complete detailed design and joint development scenarios for Presidio Yard and provide other as-needed support and analysis.

**ENCLOSURES:**

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

**APPROVALS:**

DIRECTOR

**DATE**

January 13, 2020

SECRETARY

January 13, 2020

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

## **PAGE 2.**

### **PURPOSE**

Authorizing the Director of Transportation to execute the Second Amendment to SFMTA Contract No. 2017-26, Muni Yard Design and Development Services, with Hatch Associates Consultants to add as-needed tasks performed and underway for analyzing joint development opportunities and upgrades at as part of the Building Progress Program, including under a grant from Caltrans, to increase the Contract amount by \$1,750,000, for a total amount not to exceed \$3,000,000, to extend the term to November 30, 2023, with one three-year extension to be exercised at the discretion of the Director of Transportation, and to add grant terms and conditions.

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

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

#### Strategic Plan Goals/Objectives

Goal 1: Create a safer transportation experience for everyone

Objective 1.1: Achieve Vision Zero by eliminating all traffic deaths

Objective 1.2: Improve the safety of the transit system

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

Objective 2.1: Improve transit service

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

Objective 2.3: Manage congestion and parking demand to support the Transit First Policy

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

Objective 3.1: Use agency programs and policies to advance San Francisco's commitment to equity

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

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

Objective 3.5: Achieve financial stability for the agency

Goal 4: Create a workplace that delivers outstanding service

Objective 4.1: Strengthen morale and wellness through enhanced employee engagement, support, and development

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

Objective 4.3: Enhance customer service, public outreach, and engagement

Objective 4.5: Increase the efficiency and effectiveness of business processes and project delivery through the implementation of best practices

### Transit First Policy Principles

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.
2. Public transit, including taxis and vanpools, is an economically and environmentally sound alternative to transportation by individual automobiles. Within San Francisco, travel by public transit, by bicycle and on foot must be an attractive alternative to travel by private automobile.
3. Decisions regarding the use of limited public street and sidewalk space shall encourage the use of public rights of way by pedestrians, bicyclists, and public transit, and shall strive to reduce traffic and improve public health and safety.
5. Pedestrian areas shall be enhanced wherever possible to improve the safety and comfort of pedestrians and to encourage travel by foot.
6. Bicycling shall be promoted by encouraging safe streets for riding, convenient access to transit, bicycle lanes, and secure bicycle parking.
7. Parking policies for areas well served by public transit shall be designed to encourage travel by public transit and alternative transportation.
8. New transportation investment should be allocated to meet the demand for public transit generated by new public and private commercial and residential developments.
9. The ability of the City and County to reduce traffic congestion depends on the adequacy of regional public transportation. The City and County shall promote the use of regional mass transit and the continued development of an integrated, reliable, regional public transportation system.
10. The City and County shall encourage innovative solutions to meet public transportation needs wherever possible and where the provision of such service will not adversely affect the service provided by the Municipal Railway.

### **DESCRIPTION**

#### **Background**

In 2017 the SFMTA launched the Building Progress Program (Building Progress), which is a multi-year capital campaign to replace, modernize, and expand the Agency's facilities. A major project under Building Progress is the Potrero Yard Modernization Project (Potrero Project). The Potrero Project entails the complete reconstruction of the Potrero Bus Yard, one of the oldest and most outmoded of the SFMTA's bus facilities. The original plan was to replace the existing

## **PAGE 4.**

facility would be a modern, seismically safe and resilient bus maintenance and storage facility with expanded capacity to accommodate a growing bus fleet, including battery electric buses. Following discussions with various stakeholders, the new Potrero Yard would also include housing above the new bus facility and ground floor commercial uses.

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

### **Scope of Work and Contract Amendments**

After a competitive solicitation, on July 16, 2017, the Board of Directors adopted Resolution No. 171121-146, which authorized the Director of Transportation to execute Contract No. 2017-26 (Contract) with Hatch Associates Consultants (Hatch), in the amount of \$1,000,000 and for a three-year term, with the option of up to two three-year extensions.

The purpose of the Contract was to provide detailed feasibility analyses for the reconstruction of major SFMTA facilities. The Contract scope of services includes:

- Developing a conceptual design and design criteria for several transit facilities;
- Completing design scenarios and a financial assessment of “joint development” (complementary, non-transit uses such as housing) at specific transit facilities;
- Completing cost estimates and strategies for implementation for each of these facilities.

Work on the Contract began in December 2017. A principal focus of the scope of services was the Potrero Modernization Project (Potrero Project), the first of the SFMTA’s bus yards to be rebuilt under the Building Progress Program. The portion of the Contract scope that was specific to the Potrero Project comprised approximately two thirds of the \$1,000,000 budget. The remaining one third was available for as-needed consultant services at other Building Progress Program projects. The contract was awarded based on the total amount of funding available at the time of award, which was \$1,000,000, with the expectation that the contract could cover future technical consulting needs within its scope as additional funding becomes available.

In the first two years of the Contract substantial work on the Potrero Project in response to substantial stakeholder input was completed. In addition, the SFMTA issued task orders for the Hatch team to:

- Provide evaluations of potentially historic structures at Kirkland and Presidio yards;
- Analyze the need for equipment for storage of parts at the Green Light Rail Facility;
- Prepare design criteria for a future paratransit facility.

As a result of the above task orders the Director of Transportation approved a First Amendment to the Contract on February 21, 2019, increasing the Contract value from \$1,000,000 to \$1,250,000. The Agency is now seeking authority to execute a Second Amendment, as the Contract budget and supplemental budget in the First Amendment have largely been expended.

## **PAGE 5.**

The additional \$1,750,000 will allow the Contractor to continue to support the Potrero project through its ongoing preliminary engineering phase.

The funds will also allow the Contractor to begin work on the planning phase of the Presidio Yard Modernization Project, which will study the joint development and reconstruction of transit facilities at Presidio Yard. The amendment will also allow the Contractor to perform other as-needed analyses on Building Progress Program items, on a task order basis.

## **STAKEHOLDER ENGAGEMENT**

While no specific engagement was done for this contract amendment, the Potrero Project has had extensive outreach. In December 2018, the SFMTA began a community conversation about the Potrero Project with two public workshops focused on the Project's height, design, and possible community amenities. Since then, the SFMTA has deepened engagement with the community. The SFMTA held three additional community workshops: in February 2019, August 2019, and October 2019, each of which covered a unique aspect of the Project. The feedback that the SFMTA received at these workshops and through other outreach activities (e.g. meetings with individual stakeholders) has greatly informed the Potrero Project concept and preliminary design. To date, the SFMTA has engaged thousands of stakeholders and residents on this project.

As the planning effort for the reconstruction of Presidio Yard gets underway in 2020, the SFMTA will undertake a similarly expansive community outreach process to gather feedback from Presidio Yard's neighbors and from other stakeholders, additional technical and design support may be needed for this work.

The Hatch team to date has supported these outreach efforts by providing strategic input, data, and graphic/urban design support. The Second Amendment to the Contract provides budget for continued outreach support from the Hatch team with an emphasis on urban design support and related graphics.

## **ALTERNATIVES CONSIDERED**

One alternative to a Second Amendment to the Contract would be to cease consultant support for major capital projects under the Building Progress initiative. This would have a minimal impact on Potrero Yard, as planning and feasibility work is largely complete for that facility. However, other facilities like Presidio Yard would suffer from not having the level of analysis that has been completed at Potrero. Given the intense interest from the community regarding the redesign of the Potrero Yard, SFMTA staff recommends that the community outreach process for the Presidio Yard have the same level of analysis and community input.

The Hatch team has expertise in cost estimating, historic resource evaluation, transit facility design, development, and finance that the SFMTA does not have internally. Rigorous analysis in all these complementary disciplines defines what is possible, advisable, and cost effective as the Agency plans for the reconstruction of its major facilities. Without this outside expertise, the SFMTA would be at greater risk of a poorly designed, costly project, or pursuing a project that is

## **PAGE 6.**

later determined to be infeasible.

A second alternative would be to procure these services through another Request for Proposals (RFP) process similar to the RFP that was issued in 2017. However, the technical scope, the consultant qualifications, and the term of the original RFP have not changed. Only the budget has changed due to the planning needs of other SFMTA facilities, technical changes in the program of Potrero Yard, and the need for more detailed design documents than was anticipated in the original Contract scope.

For these reasons as well as the satisfactory performance of the consultant team, amending the Contract is the most efficient way to procure similar consultant services for the reconstruction of Presidio Yard and other SFMTA facilities in the coming years.

### **FUNDING IMPACT**

The total amount requested is \$1,750,000. The amendment is funded with:

1. \$ 490,160 Caltrans planning grant awarded in May 2019
2. \$1,259,840 programmed in the FY20 operating budget

### **ENVIRONMENTAL REVIEW**

On December 13, 2019, the SFMTA, under authority delegated by the Planning Department, determined that the amendment to SFMTA Contract No. 2017-26, Bus Yard Design and Development Services, is not 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.

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

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

The Civil Service Commission approved this Contract amendment at its October 7, 2019 meeting.

### **RECOMMENDATION**

Staff recommends that the SFMTA Board of Directors authorize the Director of Transportation to execute the Second Amendment to SFMTA Contract No. 2017-26, Muni Yard Design and Development Services with Hatch Associates Consultants to add as-needed tasks performed and underway for analyzing joint development opportunities and upgrades at as part of the Building Progress Program, including under a grant from Caltrans, to increase the Contract amount by \$1,750,000, for a total amount not to exceed \$3,000,000, to extend the term to November 30, 2023, with one three-year extension to be exercised at the discretion of the Director of Transportation, and to add grant terms and conditions.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

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

WHEREAS, In 2013, the SFMTA completed a comprehensive analysis of its real estate holdings and future real estate needs through the year 2030; this report, The SFMTA's Real Estate and Facilities Vision for the 21<sup>st</sup> Century, or "Vision Report," confirmed that there are major capital needs at the SFMTA's facilities and that multiple facilities would have to be entirely rebuilt to preserve the safety, efficiency, and proper function of the City's transit system; the Vision Report also identified the potential for pursuing joint development at one or more Muni bus storage and maintenance yards; and,

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

WHEREAS, Also in 2017, the SFMTA launched the Building Progress initiative, a multi-year capital campaign to replace, modernize, and expand the Agency's oldest facilities. These include three of the SFMTA's oldest bus divisions: Potrero, Presidio, and Kirkland yards; and,

WHEREAS, After a competitive solicitation, on July 16, 2017, the SFMTA Board of Directors adopted Resolution No. 171121-146, authorizing the Director of Transportation to execute Contract No. 2017-26 (Contract) with Hatch Associates Consultants (Hatch) to provide detailed feasibility analyses for the reconstruction of major SFMTA bus and rail facilities, in an amount not to exceed \$1,000,000, and with a term of three years with up to two three-year extensions; and,

WHEREAS, On February 21, 2019, the Director of Transportation executed a First Amendment to the Contract to increase the Contract amount to \$1,250,000; and,

WHEREAS, Under the Contract, Hatch has prepared detailed transit facility design criteria for Potrero Yard and other SFMTA facilities and has examined the potential for joint development at Potrero Yard; and,

WHEREAS, The funds in the Contract, as amended, have largely been expended as a result of the SFMTA's issuing task orders for feasibility analyses at multiple SFMTA facilities, for additional technical and design detail for Potrero Yard, and for changes to the design and specifications for the reconstruction and joint development at Potrero Yard; and,

WHEREAS, In May 2019, the California Department of Transportation awarded a Sustainable Transportation Planning Grant for \$490,160 to the SFMTA to plan for the reconstruction of Presidio Yard with the possibility of joint development (Caltrans Grant); and,

WHEREAS, On July 16, 2019, the SFMTA Board of Directors adopted Resolution No. 190716-088, authorizing the SFMTA to execute a grant agreement for the Caltrans Grant; and,

WHEREAS, the SFMTA has a continuing need to complete analyses and plans for the reconstruction of SFMTA bus and rail facilities and to analyze the feasibility of joint development at these facilities, including, but not limited to, Presidio Yard; and,

WHEREAS, Hatch has demonstrated, through the work completed under the Contract, that it has the expertise to plan for the reconstruction of SFMTA facilities and analyze their potential for joint development; and,

WHEREAS, Work under the Second Amendment to the Contract will be funded by local sources and the Caltrans Grant; and,

WHEREAS, On December 13, 2019, the SFMTA, under authority delegated by the Planning Department, determined that the Second Amendment to SFMTA Contract No. 2017-26, Bus Yard Design and Development Services is not a “project” under the the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

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

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute a Second Amendment to Contract No. 2017-26, Muni Yard Design and Development Services, with Hatch Associates Consultants to add as-needed tasks performed and underway for analyzing joint development opportunities and upgrades at SFMTA facilities, including under a grant from Caltrans, to increase the Contract amount by \$1,750,000, for a total amount not to exceed \$3,000,000, to extend the term to November 30, 2023, with one three-year extension to be exercised at the discretion of the Director of Transportation, and to add grant terms and conditions.

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

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency



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

**Second Amendment**

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

**Muni Yard Design and Development Services**

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

**Recitals**

- A. City and Contractor have entered into the Agreement (as defined below).
- B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the amount of the Agreement, add additional tasks to the scope of services, and amend the project schedule and budget.
- C. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals issued on April 24, 2017, and this modification is consistent with the procurement process.

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

**Article 1 Definitions**

The following definitions shall apply to this Amendment:

**1.1 Agreement.** The term “Agreement” shall mean the Agreement dated November 22, 2017, between Contractor and City, as modified by the First Amendment, dated February 21, 2019.

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

**Article 2 Modifications to the Agreement**

The Agreement is modified as follows:

**2.1** Section 2.1 of the Agreement is replaced in its entirety to read as follows:

The term of this Agreement shall commence on the later of: (i) December 1, 2017, or (ii) the Effective Date, and expire on November 30, 2023, unless earlier terminated as otherwise provided herein.

**2.2** Section 2.2 of the Agreement is replaced in its entirety to read as follows:

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

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

Compensation under this Agreement shall be based on a fixed amount for Tasks 1-14o, 15a, 17a-17c, and 18a-18c not to exceed Two Million Thirty-Eight Thousand, Nine Hundred Sixty-Three (\$2,038,963), and for As-Needed Tasks 15, 16, 17, and 18, a negotiated lump sum price per Task, for a total amount for Tasks 15-18 not to exceed Nine Hundred Sixty-One Thousand, Thirty-Seven Dollars (\$961,037). In no event shall the total amount of this Agreement exceed Three Million Dollars (\$3,000,000).

**2.4** A new Section 3.3.3 (Grant-Funded Contracts) is added to this Agreement to read as follows:

**3.3.3 Grant-Funded Contracts.**

**a. Disallowance.** If Contractor requests or receives payment from City for Work, reimbursement for which is later disallowed by the State of California, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement between Contractor and City.

**b. Grant Terms.** The funding for this Agreement is provided to the SFMTA in full or in part by a State grant. As part of the terms of receiving the funds, the SFMTA must incorporate some of the terms into this Agreement (Grant Terms). The incorporated Grant Terms may be found in Exhibit E (Caltrans RGA Third Party Requirements). To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

As required by the Grant Terms, Contractor shall insert applicable provisions into each lower-tier subcontract. Contractor is responsible for compliance with the Grant Terms by any Subcontractor, lower-tier Subcontractor, or service provider.

**2.5** Section 3.4.3 (Retention) of the Agreement is replaced in its entirety to read as follows:

The SFMTA shall withhold 10% of each progress payment for Tasks 1-13, 15a, 17a, 17b, 17c, 18a, 18b, and 18c pending successful completion of Tasks 13 and 17c. The SFMTA shall withhold 10% of each progress payment for Tasks 14a-14k and 14m-14o, pending successful completion of Task 14o. The SFMTA

shall withhold 10% of each progress payment for Tasks 14l, 15, 16, 17, and 18, pending successful completion of all work under the Contract.

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

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

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

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

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

**10.11 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or

equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

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

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

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

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

**13.4.1 Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

#### **13.4.2 Use of City Data and Confidential Information.**

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

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

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

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

**2.13** A new Appendix E (Caltrans RGA Third Party Requirements) is attached to this Modification and incorporated by reference.

**Article 3      Effective Date**

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

**Article 4      Legal Effect**

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

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

<b>CITY</b>	<b>CONTRACTOR</b>
<p><b>San Francisco Municipal Transportation Agency</b></p> <hr/> <p>Jeffrey P. Tumlin Director of Transportation</p> <p>Authorized By: Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____ Adopted: _____ Attest: _____           Roberta Boomer, Secretary</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____       Robin M. Reitzes       Deputy City Attorney</p>	<p><b>Hatch Associates Consultants</b></p> <hr/> <p>Robert Pell Director of Urban Solutions 827 Broadway, Suite 310 Oakland, CA 94607</p> <p>City vendor number: FSP#0000028892</p>

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## Appendix A Scope of Services

### A. PROJECT OVERVIEW

1. The SFMTA has jurisdiction over multiple facilities or “yards” for the storage and maintenance of bus and rail vehicles. Potrero Yard and Presidio Yard house a fleet of trolley coach buses. Both facilities are outmoded and must be completely rebuilt, possibly with complementary, non-transit uses (“joint uses” or “joint development”) above the rebuilt transit facility. For both yards, the Consultant shall review their current operations, describe in detail the transit facilities that must be rebuilt, analyze their potential for joint development, assist in outreach to community stakeholders, and provide recommendations to the SFMTA.
2. The SFMTA has numerous other vehicle storage and maintenance facilities under its jurisdiction. On an as-needed, task-order basis, the Consultant shall provide services similar to those enumerated in A.1 for these other SFMTA yards.
3. As work begins on the detailed design of replacement bus facilities, the SFMTA may require the services of a third-party peer reviewer to assess the overall quality of design documents and monitor construction progress. On an as-needed, task-order basis, the Consultant shall conduct a peer review and make recommendations for revisions and approval of all subsequent design Deliverable documents and/or construction progress for transit facilities. Consultant shall also provide administration and oversight services during construction.
4. The SFMTA will provide Consultant with all studies, reports, and analyses that have been completed that will provide Consultant with a baseline understanding of the SFMTA facilities to be analyzed under this Contract. These include:
  - a. *The SFMTA’s Real Estate and Facilities Vision for the 21<sup>st</sup> Century* (2013)
  - b. *Addendum to SFMTA’s Real Estate and Facilities Vision for the 21<sup>st</sup> Century – Vision Refinement for Coach Facilities* (2014)
  - c. *Facility Assessment and Workspace Planning* report (2017)
  - d. *2017 SFMTA Facilities Framework Addendum*
  - e. *Site Master Planning Charrette Report* (2017)



## **B. DELIVERABLES**

Consultant shall conduct research, develop facility design criteria documents and joint use scenarios, and produce a final report outlining Consultant's findings and recommendations. Consultant shall formally present its findings at up to three meetings with SFMTA executive staff or the SFMTA Board, as the SFMTA may direct. The SFMTA may direct Consultant to present at additional meetings, as described in Tasks 10 and 14 below.

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

### **1. Task 1 – Potrero Yard Kickoff Meeting**

- a. Description: Consultant shall lead a kickoff meeting consisting of Consultant and its Subconsultants, SFMTA staff, and any other City staff relevant to the project. At the meeting, Consultant shall introduce the project team, confirm reporting responsibilities and lines of communication, discuss timelines for interim Deliverables, and provide a detailed project schedule. Consultant shall lead an open discussion to ensure that there is clear understanding of the project methodology, objectives, and any potential obstacles. Consultant shall also request from the SFMTA any data, materials, contacts, or interviews with Agency staff that Consultant will need to complete the project.
- b. Deliverables:
  - (1) Detailed project schedule in Microsoft Excel format (digital copy and hard copies for review at meeting)
  - (2) Summary of SFMTA data requested by Consultant (digital copy)
  - (3) Kickoff meeting notes (digital copy)
  - (4) Team contact information (digital copy)
- c. Completion Date: December 1, 2017

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

- a. Description: The SFMTA has completed several studies that have analyzed the current condition of its yards and established a framework for their reconstruction. These studies include those listed in Section A.4 above. The most recent of these, the *2017 SFMTA Facilities Framework Addendum*, outlines three potential scenarios for capital investments across the SFMTA campus: Scenarios 1A and 1B, in which a new bus facility is built to accommodate growth in the transit fleet, and Scenario 2A, in which fleet growth is accommodated by expanding capacity at existing yards. In

Scenarios 1A and 1B, buses temporarily displaced from yards undergoing reconstruction would be housed at a new bus facility. In Scenario 2A, temporarily displaced buses would be accommodated at the Muni Metro East (MME) facility.

Consultant shall review in detail the contents and recommendations of, at a minimum, the studies listed in Section A.4. At the direction of the SFMTA, Consultant shall review any other studies or reports that will help to inform Consultant's understanding of SFMTA facilities. The goal of this document review and the overall Current Conditions Analysis described in Sections B.2 and B.3 (Tasks 2 and 3) is for Consultant to understand at a minimum:

- i. The number and type of buses currently stored at Potrero Yard;
- ii. Vehicle ingress and egress at Potrero Yard and vehicle circulation within and adjacent to the yard;
- iii. The overall condition of Potrero Yard facilities, including employee satisfaction, potential hazards, efficiencies and inefficiencies of the existing layout;
- iv. The quantity and location of employee parking at Potrero Yard;
- v. The quantity, type, condition, and approximate size of Potrero Yard maintenance facilities, such as parts storage areas, lifts, bus washes, and service bays;
- vi. The quantity, type, condition, and approximate size of Potrero Yard administrative and personnel facilities, such as offices, locker rooms, and break rooms;
- vii. The anticipated schedule for the design, entitlement, and reconstruction of Potrero Yard under Scenarios 1A/1B<sup>1</sup> and 2A and how the schedule relates to the SFMTA's campus-wide schedule for capital improvements through 2040, as well as how it relates to the SFMTA's fleet plan;
- viii. Under Scenarios 1A/1B and 2A, the plan for temporary relocation of the Potrero bus fleet during reconstruction of Potrero Yard, the timeline for the temporary relocation of the fleet, and the capital improvements required at the temporary "swing" facility to house the Potrero fleet during reconstruction;
- ix. Under Scenarios 1A/1B and 2A, the number and type of buses that must be accommodated at a rebuilt Potrero Yard and how the bus storage requirements of a future Potrero Yard relate to the SFMTA's overall fleet plan;
- x. Under Scenarios 1A and 1B, the number and type of buses that would be housed at a new bus facility, both permanently and on a temporary basis during the reconstruction of other yards;
- xi. Under Scenarios 1A and 1B, the transit- and non-transit uses that would be housed at a new bus facility;

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

- xii. Under Scenarios 1A and 1B, the anticipated schedule for the design, entitlement, and construction of a new bus facility and how the schedule relates to the SFMTA's campus-wide schedule for capital improvements through 2040, as well as how it relates to the SFMTA's fleet plan;
- xiii. Under Scenarios 1A/1B<sup>2</sup> and 2A, the number and type of buses and light rail vehicles (LRVs) that would be housed at MME, both permanently and on a temporary basis during the reconstruction of other yards;
- xiv. Under Scenarios 1A/1B and 2A, the transit and non-transit uses that would be housed at MME;
- xv. Under Scenarios 1A/1B and 2A, the anticipated schedule for the design, entitlement, and construction of a temporary facility at MME and how the schedule relates to the SFMTA's overall schedule for capital improvements through 2040.

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

- b. Deliverables:
  - (1) Current Conditions Gap Analysis for Potrero Yard, new bus facility, and MME (digital copy)
- c. Completion Date: December 15, 2017

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

- a. Description: Consultant shall review with the SFMTA the Gap Analysis completed in Task 2 and shall coordinate with the SFMTA to complete any outstanding research tasks. Upon completion of these research tasks, Consultant shall prepare a Draft Current Conditions Report (not to exceed five pages, unless otherwise authorized by the SFMTA) that describes the current conditions of Potrero Yard. The Current Conditions Report shall also describe the anticipated future program for Potrero Yard, a new bus facility, and MME under Scenarios 1A, 1B, and 2A. The Current Conditions Report will address, at a minimum, items i. – xv. in Task 2. Consultant

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<sup>2</sup> As with Potrero Yard, Scenarios 1A and 1B are effectively the same Scenario for MME.

shall present this information in a clear, concise, user-friendly manner through the use of illustrative tables, charts, graphics and narrative as appropriate, all within the five-page maximum.

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

- b. Deliverables:
  - (1) Draft Current Conditions Report (digital copy)
  - (2) Final Current Conditions Report (digital copy)
- c. Completion Date: December 31, 2017

#### **4. Task 4 – Site Opportunities and Constraints Analysis**

- a. Description: Consultant shall complete a draft site opportunities and constraints analysis (Draft Site Inventory) of Potrero Yard, as well as a temporary bus facility at MME, as needed. Consultant shall first review all previously completed reports, including those listed in Section A.4, that provide any information on the physical characteristics, zoning/land use regulations, and any other development-related constraints of the three sites.

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

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

- i. Zoning, including density, Floor Area Ratio (FAR), required open space, setbacks, parking/loading requirements, and permitted uses;
- ii. Permitted height and massing;
- iii. Solar orientation, shadow potential, and prevailing winds;
- iv. Parcel size, boundaries, and ownership<sup>3</sup>;

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<sup>3</sup> The SFMTA will provide Consultant with a complete topographical and boundary survey.

- v. Infrastructure and utilities serving the site, including water/sewer capacity and electrical infrastructure to service trolley coaches, LRVs, and a future all-electric bus fleet;
- vi. Topographic information;
- vii. Historic resource and historic preservation considerations;
- viii. Flood plain boundaries and projected sea level rise;
- ix. To the extent available in previously completed reports, geotechnical, structural, and environmental issues that would constrain or facilitate development;
- x. Automobile and non-automobile circulation patterns in the immediate vicinity;
- xi. Transportation infrastructure serving the site, including nearby transit lines and bike facilities;
- xii. Urban design considerations and neighborhood context.

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

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

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

b. Deliverables:

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

c. Completion Date: December 31, 2017

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

- a. Description: The SFMTA has made substantial progress in delineating the core transit function of a rebuilt Potrero Yard and a new bus facility. In July 2017, the SFMTA completed a design charrette for Potrero Yard and a temporary bus facility at MME, which yielded preliminary design concepts for the layout, vehicle storage capacity, programming, space allocation, and maintenance functions for the two facilities. The *2017 SFMTA Facilities Framework Addendum* was completed in November 2017. This document provides extensive, detailed Facility Requirements for Potrero Yard, a new bus facility, and a temporary bus facility at MME. These Requirements include a

Facility Criteria Outline, Space Standards, and Facility Programs for all three facilities under Scenarios 1A, 1B, and 2A.

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

At the outset of this Task, Consultant shall review the design concepts for Potrero Yard in the *Site Master Planning Charrette Report*, conceptual site layouts for a new bus facility, and the Facility Requirements in the *2017 SFMTA Facilities Framework Addendum* for Potrero Yard and a new bus facility. Consultant shall complete a quality control review of the portions of these documents that pertain to Potrero Yard and a new bus facility. Consultant shall complete any minor revisions to the design concepts for Potrero Yard and Facility Requirements for Potrero Yard and a new bus facility based on the quality control review and based on the feedback received at the July 2017 charrette. Consultant shall then synthesize these comments and any other edits into a Draft Preferred Design Concept for Potrero Yard under Scenarios 1A/1B and 2A and a Draft Preferred Concept for a new bus facility under Scenarios 1A and 1B. The Draft Preferred Design Concept for Potrero Yard will include conceptual floor plans and section drawings for the Potrero bus facility. The Draft Preferred Concept for a new bus facility will not include a conceptual floor plan or site plan but shall include a review and markup of the project's conceptual site layout. The Draft Preferred Design Concept for Potrero Yard and Draft Preferred Concept for a new bus facility will also provide a brief narrative and/or graphic summary of the capacity of each facility by number and type of buses; a summary of the number and type of maintenance, storage, and administrative facilities that each yard would accommodate; and approximate aggregate square footages of those facilities.

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

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

- i. Brief description of the purpose of each distinct space in the facility (e.g., each administrative use, operations use, maintenance use);
- ii. The relationship of each space in the facility to other spaces (e.g., functional proximity and required adjacencies to other spaces) and performance requirements addressing interior operational work flow;
- iii. Technical considerations for architecture, structural, mechanical, electrical, and plumbing for each space. Technical considerations shall include design tolerances and any performance standards, as applicable for the bus maintenance facility;
- iv. Common design requirements, including all applicable codes, laws, and ordinances of authorities having jurisdiction over the project; all applicable reference standards and industry reference standards for transit maintenance facilities; SFMTA and City/County policies; and building life-cycle assessment;
- v. Materials, finishes, and clearance requirements throughout the project, including both interior and exterior cladding, fenestration, roofing, and flooring;
- vi. Architectural design criteria narrative that provides a description of architectural aesthetics and architectural finishes, doors, and other architectural systems;
- vii. Design criteria matrix that includes detailed criteria for all mechanical, electrical, and plumbing technical considerations, including functional and performance requirements for the bus maintenance facility;
- viii. General site grading, paving, and drainage standards;
- ix. Building security and access standards;
- x. Functional spacing and placement of structural systems;
- xi. Ventilation requirements for each functional area, including repair bays, maintenance shops, welding, battery, wash areas, and lower level work areas;

- xii. Energy efficiency and sustainable design standards. Sustainable design opportunities shall be categorized into Site Features, Building Design and Materials, Mechanical Systems, Electrical Systems, and Plumbing Systems;
- xiii. Performance requirements defining minimum and maximum design temperatures for heating and cooling for each functional area;
- xiv. Lighting levels and type of lighting for all exterior areas, including parking and loading areas, repair staging, vehicle circulation areas, and outside secure storage;
- xv. Lighting levels and type of lighting for each functional area within the facility;
- xvi. Functional areas and equipment to be included for an emergency power-generating system, and any other building requirements related to disaster resiliency, including seismic design criteria and emergency response level of service;
- xvii. Fire protection, life-safety features, and service fluids piping and storage systems;
- xviii. Design impacts related to the use of alternative vehicle propulsion types, including electrical load requirements for electric buses and the existing vehicle fleet.
- xix. Graphic design criteria, including typical and isometric floor plans and special features for each type of room or use in the facility. These graphic design criteria must identify major features of the space, including equipment and furnishings, in enough detail to thoroughly convey the functional requirements of the room or use.

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

b. Deliverables:

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



- (4) Final Potrero Preferred Design Concept for Scenario 1A/1B and Final Potrero Preferred Design Concept for Scenario 2A (digital copy)
- (5) Final New Bus Facility Preferred Concept for Scenario 1A and Final New Bus Facility Preferred Concept for Scenario 1B (digital copy)
- (6) Draft Potrero/New Bus Facility Design Criteria Document (digital copy)
- (7) Final Potrero/New Bus Facility Design Criteria Document (digital copy)

c. Completion Date: February 15, 2018

## 6. Task 6 – MME Expansion Design Criteria

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

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

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

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

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

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

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

Consultant shall present the Draft MME DCD to the SFMTA for review.

b. Deliverables:

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

c. Completion Date: March 31, 2018

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

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

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

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

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

The final research component of Task 7 shall result in Consultant providing the SFMTA with a clear description of all physical and regulatory constraints of pursuing

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

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

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

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

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

The Prototype Scenario shall include the following components:

- i. Context drawing – An illustration of axonometric views illustrating massing and building use. The context drawing shall clearly illustrate the relationship of the design concept to the adjacent streets and buildings. The entire Potrero Yard and nearby properties shall be included;
- ii. Site plan – An illustration of the development site, the built area, conceptual circulation areas, and landscaped areas. The site plan shall include illustrative floor plans of the site (for both the transit and non-transit uses) and shall indicate the major pedestrian and vehicle access points and wall openings;
- iii. Massing elevations – Exterior building elevations illustrating massing and conceptual openings. Architectural details are not required;
- iv. Historic analysis – A brief narrative, building on the historic resource evaluation recently completed for Potrero Yard, that conceptualizes how a joint use development could address the existing significant structures, or portions of structures, on the yard. This analysis shall highlight potential methods for

historic preservation, adaptive reuse, or removal of the existing structures and include a discussion on how proposed concepts could result in or avoid significant effects to the environment for the purposes of environmental review and approval of the ultimate development plan. The implications of the historic analysis should also be integrated into the conceptual design of the prototype scenario. Drawings should illustrate, at a conceptual level, the historic elements that would be preserved, adapted, or removed;

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

- c. Estimate details – As appropriate, tables and any narrative providing individual line item costs for scope items, including per unit and per square foot costs;
- xii. Financial Pro Forma – Financial model for the proposed joint use in conjunction with the rebuilt Potrero Yard. Consultant shall validate key financial assumptions through outreach to the members of the development community. The financial model shall include:
  - a. Development budget that incorporates the transaction structure of the project and all project hard costs, soft costs, and contingencies;
  - b. Fifteen-year operating budget, including revenues, operating costs (accounting for the SFMTA’s share of operating costs), debt service, cash flow, and lease payments, as applicable;
  - c. Residual land value analysis, indicating whether the project would support lease payments to the SFMTA, the amount of lease payments, and the methodology that Consultant has used to make this determination;
  - d. Statement of financing sources, including debt, equity, subsidy or public funding (as applicable);
  - e. Financial assumptions summary, including the source of assumptions, the various methodologies used, and market justification for assumptions.

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

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

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

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

Each Additional Draft Scenario that Consultant completes shall provide components i. – xii. of Task 8 above. Consultant shall initiate work on any Additional Draft

Scenarios only with the prior written authorization of the SFMTA. At the direction of the SFMTA, Consultant may complete fewer than five Additional Draft Scenarios. The budget for this task is, therefore, on a unit cost (i.e., per Scenario) basis. The unit cost also reflects the overlap between the work completed for the Prototype Scenario in Task 8 and Consultant's subsequent work on any Additional Scenarios.

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

b. Deliverables:

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

c. Completion Date: March 28, 2018

**10. Task 10 –Support for Stakeholder and Community Outreach**

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

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

Consultant will employ a trainee for the duration of the Contract per SFMTA contracting requirements. This trainee will be eligible for full-time employment during the Contract and will support outreach, survey, and desktop research efforts required under Tasks 1 – 13. Consultant will provide oversight and management of the trainee with office space and work equipment as required. The trainee's costs in support of outreach and other scope items within Tasks 1 – 13 are included within this Task.

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

b. Deliverables:

(1) Assistance with stakeholder and community outreach tasks, at the direction of the SFMTA

c. Completion Date: October 31, 2019

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

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

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

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

b. Deliverables:

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

c. Completion Date: December 31, 2019

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

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

i. Scenario feasibility and triple bottom line (TBL) analysis – Narrative analysis of the feasibility, strengths, and weaknesses of the Scenarios completed in Task 11, including a recommendation of which Scenario(s) for the SFMTA to pursue. Embedded in this analysis will be a TBL evaluation, which will determine, with

SFMTA's input, the methodology, the social, environmental, and economic impacts of the Scenarios, as well as the particular financial benefits or burdens to the SFMTA;

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



- ix. Minor revisions to Preferred Design Concept and DCD – Any minor changes, as needed, to the Preferred Design Concept and DCD completed in Task 5 to ensure compatibility with the recommended Joint Development Scenario(s). Revisions to the Design Concept and DCD shall not impinge on the proper, unimpeded function of the rebuilt transit facility;
- x. Project schedule and next steps – Recommended project schedule that identifies key milestones and responsible parties, which is consistent with the SFMTA’s overall facilities plan (i.e. *2017 SFMTA Facilities Framework Addendum*), and which identifies the timeline for the temporary accommodation of the Potrero fleet at another bus yard. The schedule shall also identify critical next steps and a detailed, short-term schedule to get the Potrero project underway.

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

- b. Deliverables:
  - (1) Draft Implementation and Recommendations Report for Potrero Yard (digital copy)
  - (2) Final Implementation and Recommendations Report for Potrero Yard (digital copy)
- c. Completion Date: February 28, 2019

### **13. Task 13 – Draft and Final Consolidated Report for Potrero Yard**

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

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

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

b. Deliverables:

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

c. Completion Date: January 31, 2020

**14. Task 14 – Presidio Yard As-Needed Tasks**

**14a. Task 14a -- Presidio Yard Kickoff Meeting**

- a. Description: Consultant shall lead a kickoff meeting consisting of Consultant and its Subconsultants, SFMTA staff, other City staff relevant to the project, and the Environmental Review and Public Outreach Consultant. At the meeting, Consultant shall introduce the project team that will be involved in the Presidio Yard phase of the project, confirm reporting responsibilities and lines of communication, discuss timelines for interim Deliverables, and provide a detailed project schedule. Consultant shall lead an open discussion to ensure that there is clear understanding of the project methodology, objectives, and any potential obstacles, including a discussion of the Potrero Yard planning process and the knowledge gleaned from Potrero Yard. Consultant shall also request from the SFMTA any data, materials, contacts, or interviews with Agency staff that Consultant will need to complete the project.

This Task corresponds to Task Number 1.3 in the “Presidio Bus Yard Planning Study” grant awarded to the SFMTA by the California Department of Transportation (Caltrans) on May 17, 2019.

b. Deliverables:

- (1) Detailed project schedule in Microsoft Excel format (digital copy and hard copies for review at meeting)
- (2) Summary of SFMTA data requested by Consultant (digital copy)
- (3) Kickoff meeting notes (digital copy)
- (4) Updated team contact information (digital copy)

c. Completion Date: January 25, 2020

**14b. Task 14b – Presidio Yard Current Conditions Analysis – Review Previous Studies and Complete Gap Analysis**

- a. Description: Consultant shall review in detail the contents and recommendations of, at a minimum, the studies listed in Section A.4. Of the three potential capital investment scenarios outlined in the *2017 SFMTA Facilities Framework Addendum*, the SFMTA will be pursuing Scenario 2A, in which the future growth of the bus fleet is accommodated by expanding capacity at existing yards. Thus, Consultant shall limit its review of previous studies to only those that are consistent with Scenario 2A in the *Framework Addendum*. At the direction of the SFMTA, Consultant shall review any other studies or reports that will help to inform Consultant's understanding of SFMTA facilities.

This document review overlaps with the document review completed in Task 2. However, unlike Task 2, this task will focus on Presidio Yard and the analysis and recommendations in previous studies that are specific to Presidio Yard. The goal of this this Task and the Current Conditions Analysis described in Tasks 14c and 14d is for Consultant to understand at a minimum:

- i. The number and type of buses currently stored at Presidio Yard;
- ii. Vehicle ingress and egress at Presidio Yard and vehicle circulation within and adjacent to the yard;
- iii. The overall condition of Presidio Yard facilities, including employee satisfaction, potential hazards, efficiencies and inefficiencies of the existing layout;
- iv. The quantity and location of employee parking at Presidio Yard;
- v. The quantity, type, condition, and approximate size of Presidio Yard maintenance facilities, such as parts storage areas, lifts, bus washes, and service bays;
- vi. The quantity, type, condition, and approximate size of Presidio Yard administrative and personnel facilities, such as offices, locker rooms, and break rooms;
- vii. The anticipated schedule for the design, entitlement, and reconstruction of Presidio Yard under Scenario 2A and how the schedule relates to the SFMTA's campus-wide schedule for capital improvements through 2040, as well as how it relates to the SFMTA's fleet plan;
- viii. Under Scenario 2A, the plan for temporary relocation of the Presidio bus fleet during reconstruction of Presidio Yard and the timeline for the temporary relocation of the fleet;
- ix. Under Scenario 2A, the number and type of buses that must be accommodated at a rebuilt Presidio Yard and how the bus storage requirements of a future Presidio Yard relate to the SFMTA's overall fleet plan;

As Consultant reviews the completed studies, Consultant shall identify any inconsistencies, inaccuracies, or ambiguities and shall notify the SFMTA accordingly. Consultant shall also prepare a Gap Analysis that identifies in what ways the completed studies do not adequately address items (i) – (ix) above. The Gap Analysis shall also note where further research is needed regarding any other aspect of Presidio Yard that will help Consultant to complete the tasks in this Appendix A. The Gap

Analysis shall also outline a proposed schedule and task list for completing further research, including site visits, interviews, questionnaires, or other techniques.

This Task corresponds to Task Number 2.1 in the “Presidio Bus Yard Planning Study” grant awarded to the SFMTA by Caltrans on May 17, 2019.

- b. Deliverables:
  - i. Current Conditions Gap Analysis for Presidio Yard (digital copy)
- c. Completion Date: February 15, 2020

**14c. Task 14c – Presidio Yard Current Conditions Analysis – Addressing Research Gaps and Completing Current Conditions Report**

- a. Description: Consultant shall review with the SFMTA the Gap Analysis completed in Task 20 and shall coordinate with the SFMTA to complete any outstanding research tasks. Upon completion of these research tasks, Consultant shall prepare a Draft Current Conditions Report (not to exceed five pages, unless otherwise authorized by the SFMTA) that describes the current conditions of Presidio Yard. The Current Conditions Report shall also describe the anticipated future program for Presidio Yard under Scenario 2A. The Current Conditions Report will address, at a minimum, items i. – ix. in Task 20. Consultant shall present this information in a clear, concise, user-friendly manner through the use of illustrative tables, charts, graphics and narrative as appropriate, all within the five-page maximum.

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

This Task corresponds to Task Number 2.2 in the “Presidio Bus Yard Planning Study” grant awarded to the SFMTA by Caltrans on May 17, 2019.

- b. Deliverables:
  - (1) Draft Current Conditions Report for Presidio Yard (digital copy)
  - (2) Final Current Conditions Report for Presidio Yard (digital copy)
- c. Completion Date: March 15, 2020

#### 14d. Task 14d – Presidio Yard Site Opportunities and Constraints Analysis

- a. Description: Consultant shall complete a draft site opportunities and constraints analysis (Draft Site Inventory) of Presidio Yard. Consultant shall first review all previously completed reports, including those listed in Section A.4, that provide any information on the physical characteristics, zoning/land use regulations, and any other development-related constraints of the site.

Consultant shall complete a thorough Draft Site Inventory for Presidio Yard because of its unique characteristics. Presidio Yard is being considered for joint development and is the site of a potential historic resource.

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

- i. Zoning, including density, Floor Area Ratio (FAR), required open space, setbacks, parking/loading requirements, and permitted uses;
- ii. Permitted height and massing;
- iii. Solar orientation, shadow potential relative to nearby parks and open space, and prevailing winds;
- iv. Parcel size, boundaries, and ownership<sup>4</sup>;
- v. Infrastructure and utilities serving the site, including water/sewer capacity and electrical infrastructure to service trolley coaches and a future all-electric bus fleet;
- vi. Topographic information;
- vii. Historic resource and historic preservation considerations;
- viii. Flood plain boundaries;
- ix. To the extent available in previously completed reports, geotechnical, structural, and environmental issues that would constrain or facilitate development;
- x. Automobile and non-automobile circulation patterns in the immediate vicinity;
- xi. Transportation infrastructure serving the site, including nearby transit lines and bike facilities;
- xii. Urban design considerations and neighborhood context.

The Draft Site Inventory shall include any other site information germane to the future transit and joint use of the sites.

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

Consultant shall submit the Draft Site Inventory to the SFMTA and other City

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<sup>4</sup> Consultant is not tasked with completing a topographical and boundary survey. To the extent available, the SFMTA will provide survey(s) to Consultant.

stakeholders for review. Consultant shall incorporate any comments and edits from this review into a Final Site Inventory for Potrero Yard.

This Task corresponds to Task Number 3.1 in the “Presidio Bus Yard Planning Study” grant awarded to the SFMTA by Caltrans on May 17, 2019.

- b. Deliverables:
  - (1) Draft Site Inventory for Presidio Yard (digital copy)
  - (2) Final Site Inventories for Presidio Yard (digital copy)
- c. Completion Date: April 15, 2020

#### **14e. Task 14e – Presidio Yard Transit Facility Conceptual Program and Design**

- a. Description: The purpose of this Task is to provide the SFMTA with a concept-level understanding of the transit facilities that a rebuilt Presidio Yard must include, as well as initial concepts for the facility layout and site plan.

Based on site characteristics, the programmatic needs of a new transit facility at Presidio Yard, and best practices from recently completed maintenance facilities throughout the country, Consultant shall formulate a Draft Design Concept for Presidio Yard. The Draft Design Concept shall include a conceptual site plan and floor plan. The Draft Design Concept will also provide a brief narrative and/or graphic summary of the capacity of the facility by number and type of buses and a summary of the number and type of maintenance, storage, and administrative facilities that the yard would accommodate.

As part of the Draft Design Concept, Consultant shall produce conceptual plans incorporating the SFMTA’s commitment to convert 100% of its fleet to battery electric buses by 2035. These concepts should consider site-specific context and needs at Presidio Yard in preparation for this transition, including existing electrical supply and demand and the future power requirements of the facility. Consultant shall coordinate with the San Francisco Public Utilities Commission (SFPUC), PG&E, and other stakeholders to produce these concepts.

In coordination with the SFMTA, Consultant shall organize a presentation of the Presidio Draft Preferred Design Concept before SFMTA executive and frontline staff to gather additional feedback. The presentation shall be in an open-house or charrette format that will allow for extensive dialogue between Consultant and SFMTA staff. Based on the feedback from this presentation, Consultant shall complete a Final Design Concept for Presidio Yard.

This Task corresponds to Task Number 4.1 in the “Presidio Bus Yard Planning Study” grant awarded to the SFMTA by Caltrans on May 17, 2019.

- b. Deliverables:

- (1) Draft Transit Facility Design Concept for Presidio Yard (digital copy)
- (2) Open-house or charrette format meeting to formulate and present draft design
- (3) Final Transit Facility Design concept for Presidio Yard (digital copy)

c. Completion Date: April 30, 2020

#### **14f. Task 14f – Presidio Yard Design Criteria**

a. Description: This Task will build upon the work completed in previous studies, such as the *2017 SFMTA Facilities Framework Addendum*, and will also build upon the work completed in Task 23. The scope of this Task will be identical to the combined scope of Tasks 5 and 18a, but with the following elements that are unique to this Task:

- i. This Task is exclusively for Presidio Yard and does not pertain to any other SFMTA facility.
- ii. The only scenario from the *2017 SFMTA Facilities Framework Addendum* that will inform this Task is Scenario 2A. Scenarios 1A/1B in the *Framework Addendum* are not relevant to this Task.
- iii. This Task will not include a Draft or Final Preferred Design Concept, as these Deliverables are included within Task 14e.
- iv. This Task will not include any presentations of design concepts as design presentations are included within Task 14e.

b. Deliverables:

- (1) Draft Presidio Yard Design Criteria Document (digital copy)
- (2) Final Presidio Yard Design Criteria Document (digital copy)
- (3) Draft Presidio Yard Equipment Manual including cutsheets and drawings (digital copy)
- (4) Final Presidio Yard Equipment Manual including cutsheets and drawings (digital copy)
- (5) Draft Presidio Yard Architectural Drawings, including floor plans, sections, and elevations (digital copy)
- (6) Draft Presidio Yard Equipment Drawings (digital copy)
- (7) Final Presidio Yard Architectural Drawings, including floor plans, sections, and elevations (digital copy)
- (8) Final Presidio Yard Equipment Drawings (digital copy)
- (9) Presidio Yard Square Footage Analysis (digital copy)

c. Completion Date: July 31, 2020

#### **14g. Task 14g – Presidio Yard Land Use Analysis**

- a. Description: Consultant shall analyze potential complementary, non-transit land uses for a rebuilt transit facility at Presidio Yard. Any non-transit land use at a rebuilt Presidio Yard must not detract from the core transit function of the rebuilt Yard.

Consultant shall conduct initial market research to understand the market viability of various land uses at the Presidio Yard site. In analyzing the compatibility of certain land uses, Consultant shall address potentially challenging aspects of the Yard's transit operations including noise, the daily operations and schedule of the facility, and security.

Consultant shall analyze and describe all physical and regulatory constraints that could affect the potential for certain land uses at Presidio Yard. Building on the research completed in Task 22, Consultant shall schedule a meeting with staff from the SFMTA and partner City agencies. This meeting will help Consultant to understand the regulatory framework and neighborhood context that will inform the potential height, massing, land use, and density of uses that the Presidio site could accommodate. The meeting will also provide the Consultant with a more thorough understanding of community concerns that have guided other development projects in the area, such as circulation, urban design, and community benefits.

At the conclusion of these research tasks, Consultant shall prepare a brief summary (not to exceed 10 pages) of the key data points and conclusions arising from its research.

This Task corresponds to Task Number 5.1 in the "Presidio Bus Yard Planning Study" grant awarded to the SFMTA by Caltrans on May 17, 2019.

- b. Deliverable:
  - (1) Summary of Land Use Analysis and Research Findings (digital copy)
- c. Completion Date: May 15, 2020

#### **14h. Task 14h – Presidio Yard Joint Development Market Analysis**

- a. Description: Building on the scope of Task 14g, Consultant shall complete a detailed market assessment of the land use(s) with the greatest potential at the Presidio site and the greatest compatibility with Presidio Yard. This analysis shall include key data such as absorption trends, prevailing rents, comparable land transactions, occupancy trends, capitalization rates, and sales prices based on secondary market sources. This analysis shall focus on the San Francisco market generally and on neighborhood-level data relevant to the Presidio Yard site.

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



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

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

- b. Deliverable:
  - (1) Summary of joint development market analysis findings (digital copy)
- c. Completion Date: May 31, 2020

#### **14i. Task 14i – Joint Development Scenario Prototype for Presidio Yard**

- a. Description: The scope of this Task will be identical to the scope of Task 8, but with the following elements that are unique to this Task:
  - i. The subject site will be Presidio Yard rather than Potrero Yard.
  - ii. Consultant shall coordinate with SFMTA staff to ensure that the design of the Prototype Scenario accounts for and interfaces with potential transportation, safety, and aesthetic enhancements to the streets abutting the Presidio site.
  - iii. Consultant shall also prepare a brief narrative (no more than three pages) explaining how the Prototype design could most effectively complement potential enhancements to the adjacent streets.
  - iv. Consultant shall coordinate with SFMTA staff to ensure that the design of the Prototype Scenario accounts for and interfaces with the Geary Bus Rapid Transit project (Geary Rapid Project). Consultant shall prepare a site plan that provides a conceptual design or designs for the interface between the Geary Boulevard corridor and the new Presidio Yard. Design concepts shall include opportunities for onsite improvements, rider amenities, and linkages between Geary, the rebuilt bus facility, and joint development. The site plan shall also identify the design concepts that require further study.
  - v. Consultant shall also prepare a brief narrative (no more than three pages) explaining how the Prototype design could most effectively complement the Geary Rapid Project through, for example, wayfinding signage, rider amenities, landscaping, and lighting. The narrative shall also include conceptual renderings of design treatments that could enhance the connection between the Presidio site and the Geary Rapid Project.

Items (a)iv and (a)v. of this Task correspond to Task Number 6.2 in the “Presidio

Bus Yard Planning Study” grant awarded to the SFMTA by Caltrans on May 17, 2019.

- b. Deliverable:  
(1) Joint Development Prototype Scenario for Presidio Yard (digital copy)
- c. Completion Date: August 15, 2020

**14j. Task 14j – Initial Presidio Yard Feasibility Report**

- a. Description: Consultant shall synthesize the Deliverables from Tasks 14e - 14d, 14g, and 14i (items (a)iv and (a)v of the Task 14i scope) into a Draft Feasibility Report. Consultant shall write the Report in a clear, concise fashion. The Report shall be graphically rich and shall include illustrative tables, graphs, images, maps, and drawings as appropriate to convey information and the Report’s recommendations and conclusions. The Report shall include a stand-alone Executive Summary written for an audience that may be unfamiliar with SFMTA facilities and the development dynamics of Presidio Yard.

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

This Task corresponds to Task Number 7.1 in the “Presidio Bus Yard Planning Study” grant awarded to the SFMTA by Caltrans on May 17, 2019.

- b. Deliverables:  
(1) Draft Feasibility Report for Presidio Yard (digital copy)  
(2) Final Feasibility Report for Presidio Yard (digital copy)
- c. Completion Date: October 15, 2020

**14k. Task 14k – Additional Draft Joint Development Scenarios for Potrero Yard;**

- a. Description: The scope of this Task will be identical to the scope of Task 9, but with the following elements that are unique to this Task:
  - i. The subject site will be Presidio Yard rather than Potrero Yard.
  - ii. Consultant shall coordinate with SFMTA staff to ensure that the designs of the Additional Scenarios account for and interface with potential transportation, safety, and aesthetic enhancements to the streets abutting the Presidio site.
  - iii. Consultant shall coordinate with SFMTA staff to ensure that the designs of the Additional Scenarios account for and interface with the Geary Rapid Project. Consultant shall modify, as necessary, the site plan described in item (a)iv of

Task 14i, to account for major changes in the interface between the Presidio site and the Geary Rapid Project, relative to the Prototype Scenario.

- b. Deliverable:
  - (1) With the prior authorization of the SFMTA, up to five Additional Draft Joint Development Scenarios for Potrero Yard (digital copy)
- c. Completion Date: January 31, 2021

**14l. Task 14l – Support for Presidio Yard Stakeholder and Community Outreach**

- a. Description: The scope of this Task will be identical to the scope of Task 10, but with the following elements that are unique to this Task:
  - i. The subject site for stakeholder outreach will be Presidio Yard rather than Potrero Yard.
  - ii. Costs for Consultant’s trainee will not be included in the scope of this Task, except to the extent that the Trainee assists in stakeholder and community outreach for Presidio Yard. For Tasks 14 – 18, trainee costs to support each Task will be included in the cost of each Task.
- b. Deliverable:
  - (1) As-needed assistance with stakeholder and community outreach tasks for Potrero Yard, at the direction of the SFMTA
- c. Completion Date: November 30, 2023

**14m. Task 14m – Final Joint Development Scenarios for Presidio Yard**

- a. Description: The scope of this Task will be identical to the scope of Task 11, but with the following element that is unique to this Task:
  - i. The subject site will be Presidio Yard rather than Potrero Yard.
- b. Deliverables:
  - (1) With the prior authorization of the SFMTA, up to six Final Joint Development Scenarios for Presidio Yard (digital copy)
- c. Completion Date: March 31, 2021

**14n. Task 14n – Implementation and Recommendations Report for Presidio Yard**

- a. Description: The scope of this Task will be identical to the scope of Task 12, but with the following element that is unique to this Task:
  - i. The subject site will be Presidio Yard rather than Potrero Yard.
- b. Deliverables:
  - (1) Draft Implementation and Recommendations Report for Presidio Yard (digital copy)
  - (2) Final Implementation and Recommendations Report for Presidio Yard (digital copy)
- c. Completion Date: May 31, 2021

**14o. Task 14o – Draft and Final Consolidated Report for Presidio Yard**

- a. Description: The scope of this Task will be identical to the scope of Task 13, but with the following elements that are unique to this Task:
  - i. The Draft and Final Consolidated Reports in this Task will incorporate the content from the Final Feasibility Report completed in Task 14j.
  - ii. The Draft and Final Consolidated Reports in this Task will also synthesize the Deliverables from Task 14f, Task 14g, the entirety of Task 14i, Task 14k, and Tasks 14m and 14n.
- b. Deliverables:
  - (1) Draft Consolidated Report and Executive Summary (digital copy)
  - (2) Final Consolidated Report and Executive Summary (digital copy)
  - (3) Up to Three Presentations of the Final Consolidated Report
- c. Completion Date: January 31, 2022

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

- a. Description: On an as-needed, task-order basis, Consultant shall complete comprehensive feasibility analyses of additional SFMTA bus yards. At a future date, the SFMTA may wish to determine the feasibility of joint development at bus facilities other than Potrero Yard and Presidio Yard. This Task will be the vehicle for such subsequent analyses. The scope of work under this Task will likely parallel that of Tasks 1-5 and 7-13 above. See Section 4.4 of the Agreement for the Task Order procedure.

**15a. Task 15a – Design Criteria Document for Paratransit Services** (originally authorized as as-needed Task Order 14a on April 1, 2018)

- a. Description: Consultant shall prepare a DCD for a new paratransit services facility for the SFMTA (Paratransit DCD). The Paratransit DCD and scope of work for this Task shall include the elements described in the Task 5 scope of work with the exception that no design charrette will be completed for this Task. The Paratransit DCD shall be based on the Space Needs program within the *2017 Facility Framework* Document. Consultant shall incorporate relevant SFMTA comments from Task 5 into the Paratransit DCD. The Deliverable will be a standalone Paratransit DCD. This task includes the cost of one revision to the Paratransit DCD based on comments from the SFMTA and the SFMTA's paratransit contractor. This task also includes up to three meetings via telephone with the SFMTA's Accessible Services division and the paratransit contractor.
- b. Deliverables:
  - (1) Draft Paratransit Design Criteria Document (digital copy)
  - (2) Final Paratransit Design Criteria Document (digital copy)
- c. Completion Date: July 15, 2018

## **16. Task 16 –Design Peer Review Services**

- a. Description: As the SFMTA pursues the reconstruction of Potrero Yard, Presidio Yard, or possibly other SFMTA yards, the SFMTA or a third party may procure design and development teams to rebuild the yards. During both the design and construction phase of these projects, the SFMTA may require the services of Consultant to complete peer reviews. The purpose of these reviews would be to ensure overall design and construction quality and to ensure that the new facilities adhere to the Design Criteria previously completed by Consultant. On an as-needed, Task Order basis, Consultant shall complete detailed peer reviews of design documents and/or construction progress. The SFMTA, in coordination with Consultant, will formulate the specific scope of work, Deliverables, and Task schedule if the need for these services arises. See Section 4.4 of the Agreement for the Task Order procedure.

Specific services may include:

- i. Reviewing and analyzing design proposals by design/build entities to verify compliance with the DCDs;
  - ii. Performing reviews of all design Deliverables completed by the design entity throughout the design phase;
  - iii. Performing construction oversight throughout the duration of construction to ensure compliance with the DCDs.
- b. Deliverables:

- (1) Deliverables, meetings, and presentations, as applicable, shall be negotiated on a task-order basis

**17. Task 17 – General Consultant As-Needed Support**

- a. Description: 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 the other Tasks in this Appendix A. See Section 4.4 of the Agreement for the Task Order procedure.

**17a. Task 17a – Deed Research, Historic Analysis for Potrero Yard, Presidio Yard, and Kirkland Yard** (originally authorized by the SFMTA as as-needed Task Order 14 on March 28, 2018)

- a. Description: Consultant shall perform title research for Potrero Yard and Presidio Yard. Deliverables shall include paper copies of the sales deeds and block book maps showing the boundaries of the parcels in these transactions. Consultant shall scan the deeds and put the deeds and corresponding maps on a CD and/or upload them to a file-sharing service. Consultant shall create a table for each property that lists property transactions in chronological order and provides the following information: Assessor’s Parcel Number (APN), location and dimensions of parcel, date of transaction, name of grantor (seller), name of grantee (buyer), and cost (if available).

Consultant shall also review the existing Historic Resources Assessment for Kirkland Yard. Consultant shall communicate with the Planning Department on requested modifications to the Department’s eligibility analysis. Consultant shall revise findings as needed, consistent with Consultant’s professional standards and subject matter expertise.

- b. Deliverables:
  - (1) Sales deeds, parcel maps, and transaction summaries for Potrero Yard and Presidio Yard (digital copy)
  - (2) Review and analysis of historic resources assessment for Kirkland Yard (digital copy)
- c. Completion Date: April 16, 2018

**17b. Task 17b - Evaluation of Green LRV Facility, Additional Potrero Yard Design Criteria and Joint Development Scope** (originally authorized by the SFMTA as Task 17a on April 12, 2019).

- a. Description:

- i. Evaluation of parts storage for Green LRV Facility – Consultant shall provide the SFMTA with a preliminary plan for parts storage at the SFMTA’s Green LRV Facility (Green). Consultant shall evaluate existing parts storage at Green, discuss current and future parts storage needs with the SFMTA, and develop a new equipment layout and equipment list for parts storage at Green. Consultant shall develop a Preliminary Design for parts storage at Green. The objective of this exercise is to ensure that the functional requirements, including circulation and proximity relationships, are appropriately addressed in the Preliminary Design. The Preliminary Design shall include the following elements:
  - (a) Equipment Programming/Evaluation
    - (i) Inventory and evaluation of existing parts storage items and equipment and discussions with end users to identify their functional needs.
    - (ii) Preliminary equipment list to be consistent with equipment layout drawings (see below) and facility design. The equipment list shall include equipment description, quantity, list price, dimensions, procurement strategies, specification responsibility, a discipline coordination matrix (e.g. electrical, structural), primary manufacturer, and model number
  - (b) Equipment Manual
    - (i) Refinement of the preliminary equipment list and incorporation into an Equipment Manual.
    - (ii) Included in the Equipment Manual shall be equipment datasheets and equipment cutsheets that correspond to the equipment list
  - (c) Architectural/Demolition Layout Drawings
    - (i) Initial parts storage layout drawings in Revit to be used as backgrounds for the equipment layout drawings (see below)
  - (d) Equipment Layout Drawings
    - (i) Initial maintenance equipment layout drawings in Revit, which will provide an efficient, cost- effective, safe industrial workflow through Green
  
- ii. Revisions to Potrero Three-Level Drawing Package – Consultant shall provide supplemental information related to the three-level Potrero Yard drawing package completed in Task 14c (Three-Level Drawing Package). Consultant shall make minor revisions to the Three-Level Drawing Package to account for joint development Scenario 9E (which was developed in Task 14d) that may result in changes to stairwells, elevator cores, and circulation in the Three-Level Drawing Package. Specifically, Consultant shall:
  - (a) Calculate the gross square footage of various components of the bus facility (e.g. administrative space, maintenance bays, common areas) and provide the resulting figures in a table

- (b) Create color-coded gross square footage plans of the Three-Level Drawing Package with colors corresponding to the components of the bus facility presented in the gross square footage table
  - (c) Make modifications to the circulation between the bus facility and joint development Scenario 9E (e.g. stairs, elevators) and reflect these modifications in a Revised Three-Level Drawing Package
- iii. Finalize Joint Development Scenario 9E – Consultant shall revise and refine joint development Scenario 9E, completed in preliminary form in Task 14d, into a Final Scenario 9E. The Subtask will consist of the revised, final version of the Scenario 9E scope described in Task 14d, including:
- (a) A final joint development program, which will include residential unit counts by type and total gross square footages by type of interior space (e.g. common areas, residential, commercial)
  - (b) A final conceptual drawing set, including site plans, elevations, and axonometric renderings.

Consultant’s work on the Final Scenario 9E under this Task shall also include coordination calls and coordination meetings in support of this Task; supplemental drawings and graphics to support the design workshops described in Task 14d; a revised financial pro forma and TBL analysis for Final Scenario 9E based on updated cost estimates and City input on the pro forma methodology; and a brief narrative summary of potential complementary joint development land uses at Potrero Yard, including the strengths, weaknesses, and limitations of each.

b. Deliverables:

- (1) Equipment Manual for Green Parts Storage, including a preliminary equipment list, equipment cutsheets, and equipment datasheets (digital copy)
- (2) Preliminary Architectural/Demolition Layout Drawings for Green Parts Storage (digital copy)
- (3) Preliminary Equipment Layout Drawings for Green Parts Storage (digital copy)
- (4) Gross Square Footage Calculations of Potrero Yard Three-Level Bus Facility in tabular form (digital copy)
- (5) Revised Three-Level Drawing Package for Potrero Yard (digital copy)
- (6) Color-Coded Three-Level Drawing Package for Potrero Yard corresponding to gross square footage calculations of Potrero Yard (digital copy)
- (7) Final Scenario 9E Joint Development Program (digital copy)
- (8) Final Scenario 9E Conceptual Drawing Set (digital copy)
- (9) Final Scenario 9E Financial Analysis and Land Use Analysis (digital copy)

c. Completion Date: October 31, 2019



**17c. Task 17c – Facilities Design Work for Green LRV Facility and Potrero Yard and Administrative Support for SFMTA Facilities Projects** (originally authorized by the SFMTA as Task 17b on December 17, 2019).

a. Description:

- i. Evaluation of parts storage for Green LRV Facility – Consultant shall provide the SFMTA with an updated evaluation of parts storage at Green. Consultant shall provide an assessment of the structural integrity of the parts storage facility to ensure that the Preliminary Design for parts storage at Green (previously completed in Task 17b) is safe and functional. The assessment shall include the following elements:
  - (a) Site visit – one person for one day on site.
  - (b) Evaluation of the structural integrity of the elevated first floor for additional loads from proposed new parts storage equipment. Assumptions are as follows:
    - (i) If the equipment will be tied into walls or ceilings, the SFMTA will provide relevant design details to Consultant.
    - (ii) Loads provided by equipment manufacturer(s) are unfactored and identified separately as gravity, live (storage and/or crane impact), wind if applicable, and seismic in accordance with ASCE 7.
    - (iii) The SFMTA will provide complete as-built drawings for the building showing all construction details and original design live loads for elevated floors.
    - (iv) The SFMTA will provide any other available record drawings of previous alterations throughout the history of the building.
    - (v) No allowance is included for designing reinforcement or repairs for the existing elevated floor.
    - (vi) No allowance is included for estimating costs for structural improvements.
  - (c) Completion of high-level seismic evaluation of existing building, including additional loads from proposed equipment. Assumptions are as follows:
    - (i) Assumptions b(i) – b(vi) above apply to the seismic evaluation as well.
    - (ii) The building will be evaluated in accordance with the 2019 California Building Code, Cal. Code Regs., Title 24.
    - (iii) The evaluation will only address overall building stability and major seismic lateral force-resisting system elements such as shear walls, vertical bracing, and horizontal diaphragms. No allowance is included to address individual structural element details such as drag struts, column ductility, or connection details.
    - (iv) No geotechnical aspects of seismic resilience shall be addressed.
    - (v) No allowance is included for recommending, designing, or estimating costs for seismic upgrades for the building.

- ii. Green Phasing Plan and Schedule – Consultant shall provide a simple phasing and sequencing plan and general timeline for movement of existing equipment for storage of parts at Green and installation of such equipment.
  - iii. Comparison of Potrero Yard Square Footages – Consultant shall conduct a comparison of the 2017 Facility Framework Document, the Potrero DCD, and the major functional areas of the Concept Floor Plans to assure the SFMTA that all criteria and space requirements in the DCD have been addressed. The deliverable will be an annotated copy of the Facilities Framework Document (FFD) that provides the square footages of each major functional area of Potrero Yard as shown in the three-level Drawing Package. Where there is more than a 20% discrepancy between the FFD and the square footages of the three-level Drawing Package, the annotated FFD will explain the reasons for the discrepancy, whether the discrepancy should be addressed, and how the discrepancy may be addressed.
  - iv. Administrative Support for Miscellaneous SFMTA Facilities Projects – Consultant shall provide interim administrative support for four major facilities projects (Potrero Yard Modernization Project, Interim Trolley Bus Facility Design Process, Zero Emission Fleet and Facilities Plan, Cable Car Barn Master Plan) through the end of January 2020. Consultant shall monitor project scopes and schedules and assist the SFMTA project manager with developing project budgets. Consultant shall monitor project schedules and respond to data requests. Consultant shall assist with communications with other City departments and shall prepare notes, meeting minutes, and weekly reports as directed by the SFMTA project manager. Consultant will devote 20 hours per week to supporting the four projects.
- b. Deliverables:
- i. Detailed memorandum summarizing the results of the structural and seismic evaluation of the Green parts storage area (digital copy)
  - ii. Phasing plan and schedule for existing parts equipment and new parts equipment relocation and installation at Green (digital copy)
  - iii. Potrero Yard Three-Level Square Footage Analysis (digital copy)
- c. Completion Date: January 31, 2020

## **18. Task 18 – As-Needed Revisions**

- a. Description: On an as-needed, Task Order basis, Consultant shall complete revisions to hard cost estimates, Design Criteria, Joint Development Scenarios, and/or implementation measures and recommendations. This Task acknowledges that changes in market conditions, hard costs, and other variables could affect the viability

of Potrero Yard or Presidio Yard development scenarios. At the direction of the SFMTA, Consultant shall complete updates that reflect the most recent, most accurate data and assumptions. See Section 4.4 of the Agreement for the Task Order procedure.

**18a. Task 18a – Detailed Design Criteria, Equipment List, Drawing Package, and Square Footage Analysis for Potrero Yard** (originally authorized as as-needed Task Order 14b on August 16, 2018)

a. Description:

- i. Update Design Criteria Document and Create a Unique Potrero Design Criteria Document – Consultant shall address comments from a peer review for the DCD completed in Task 5 by updating the Task 5 DCD. Consultant shall then modify the revised Task 5 DCD (which applies to both Potrero Yard and a new bus facility) into a DCD solely for Potrero Yard.

The updated and unique Potrero DCD must address the full range of comments from the Task 5 peer review, including, but not limited to, the following specific topics:

- (a) Detailed discussion of overhead contact system (OCS) infrastructure, including location of OCS within Potrero, clear articulation within the DCD's room data sheets as to when OCS is required in a particular room or facility, and more detailed narrative about how trolley buses would transition between off-wire and on-wire as they enter and exit Potrero Yard.
- (b) Detailed discussion of critical adjacencies and required design relationships within the maintenance and operations functions
- (c) Detailed, updated discussion of Potrero Yard's likely structural/foundation system given the geotechnical report completed by the SFMTA and provided to Consultant.
- (d) Detailed narrative and recommendations for the overall level of resilience, emergency responsiveness, and seismic/structural performance criteria for Potrero Yard. The DCD shall establish a clear standard for the performance criteria of the back-up generator, including the functions that the generator would power in the event of a loss of power and the expected duration that the facility could be without primary power. Emergency responsiveness standards shall be expressed as clear, prescriptive criteria rather than a general range.
- (e) Detailed narrative, based on input from the Department of Building Inspection (DBI) and the San Francisco Fire Department (SFFD), and Consultant's own expertise, on the large-scale storage of batteries following the facility's transition to an all battery-electric fleet. The DCD shall clearly

articulate specific design recommendations and fire/risk mitigation measures that should be implemented to accommodate large-scale battery storage.

- (f) Detailed narrative--in consultation with the SFMTA--on the specific Information Technology systems that must be included in Potrero Yard.
- (g) Detailed narrative on recommended roofing, exterior cladding, and fenestration standards. This section shall include recommended materials, desired level of quality/durability, and performance criteria.
- (h) Security requirements, including how security risks will be mitigated, how vehicular and pedestrian entrances to the facility will be monitored and secured (i.e. access control). Security requirements shall also be clearly articulated, to the extent feasible, in detailed floor plans that Consultant shall complete for this Task.
- (i) Clear articulation of minimum sustainability standards. These standards shall include EV charging infrastructure requirements for the non-revenue vehicle fleet and the required number of EV charging parking spaces for non-revenue vehicles.
- (j) Detailed narrative discussion of a building management and maintenance system, including the features of such a system, its potential benefits, case studies of where such a system has been deployed, and how such a system could be coordinated with the SFMTA's other facilities.

ii. Complete Equipment Industrial Design (EID) for Potrero Yard – Consultant shall meet with SFMTA maintenance staff to identify and document specific equipment selection and layout requirements for Potrero Yard. Based on these discussions, Consultant shall develop a preliminary equipment list, equipment cutsheets, and equipment layout drawings as Deliverables for this Task, as described below:

- (a) Preliminary Equipment List: Specific recommendations for equipment type, quantity, durability, and performance standards for the full range of major equipment that will be accommodated within the rebuilt Potrero Yard. The Equipment List will comprise a standalone section in the final Potrero Yard DCD.
- (b) Equipment Cutsheets: Detailed information on equipment selections including dimensions, performance standards, and potential manufacturers and model numbers.
- (c) Equipment Layout Drawings: Specified locations within the Potrero Yard floor plan for specific equipment with a specific notation of whether the location is required or recommended

All equipment documents shall be included in the Potrero Yard DCD as a separate section, including 11x17 equipment layout drawings.

iii. Complete Updated Drawing Package for Potrero Yard – Consultant shall develop a package of approximately 20 conceptual level, unsealed drawings to function as

“bridging documents” to a future detailed design or design/build process and to illustrate the minimum architectural and equipment requirements at Potrero Yard. Consultant shall not provide civil, structural, mechanical, electrical, or plumbing drawings under this Task. The drawing package shall address the following topics:

- (a) Required and recommended adjacencies. Rather than a generic functional classification of spaces, the drawing package will be prescriptive about specific room types and layouts.
  - (b) Minimum acceptable clearances in the various areas of each floor; clearances may vary across the same floor due to use.
  - (c) Required and recommended work flows, e.g. how buses proceed from fare collection to bus wash.
  - (d) How vehicle deliveries will be handled and the path of travel for deliveries.
  - (e) Pedestrian and vehicular entrances, gates, and security measures, and how people move in/out of and within the Yard.
  - (f) In conjunction with the EID scope described within this task, designated locations where certain equipment should be placed.
  - (g) The division of the various maintenance bays, e.g. where lower level work areas should be located and where platform lifts should be located.
  - (h) The suggested location of OCS throughout the Yard.
  - (i) Facilities and equipment not specified in the conceptual drawings completed in Task 5, such as chassis wash and EV charging stations.
  - (j) Minimum height clearances in section drawings.
  - (k) Clearly delineated sidewalk/right of way and property boundaries.
  - (l) Clear legend and term/acronym definitions, scale, north arrow.
- iv. Square Footage Analysis for Potrero Yard – Consultant shall complete a comparison of the 2017 Facility Framework Document, the Potrero DCD, and the major functional areas of the floor plans completed under this Task to confirm that all criteria and space requirements outlined in the Potrero DCD are addressed in the Potrero Drawing Package completed in this Task. Consultant shall deliver an annotated copy of the 2017 Facility Framework Document that provides the square footages of each major functional area of Potrero Yard as shown in the Potrero Drawing Package. Where there is more than a 20% discrepancy between the Facility Framework Document and the square footages calculated from the Drawing Package, the annotated Facility Framework Document shall explain the reasons for the discrepancy and how the discrepancy may be addressed.
- b. Deliverables:
- (1) Draft Updated Potrero Yard Design Criteria Document (digital copy)
  - (2) Final Updated Potrero Yard Design Criteria Document (digital copy)

- (3) Draft Potrero Yard Equipment Manual including cutsheets and drawings (digital copy)
- (4) Final Potrero Yard Equipment Manual including cutsheets and drawings (digital copy)
- (5) Draft Potrero Yard Architectural Drawings, including floor plans, sections, and elevations (digital copy)
- (6) Draft Equipment Drawings (digital copy)
- (7) Final Potrero Yard Architectural Drawings, including floor plans, sections, and elevations (digital copy)
- (8) Final Equipment Drawings (digital copy)
- (9) Potrero Yard Square Footage Analysis (digital copy)

c. Completion Date: July 31, 2019

**18b. Task 18b – Three-Level Drawing Package for Potrero Yard** (originally authorized as as-needed Task Order 14c on January 16, 2019)

- a. Description: Consultant shall prepare a Drawing Package for a three-level Potrero Yard. This Task shall consist of the same scope of work as the Drawing Package component of Task 18a, but with the following specific provisions that are in addition to the Drawing Package described in Task 18a:
  - i. Consultant shall produce a new, unique Drawing Package for a three-level Potrero Yard. Task 18b had assumed a two-level Potrero Yard.
  - ii. The Drawing Package shall reflect the space needs, including non-revenue vehicle parking, of the SFMTA's Transit Services Division.
  - iii. The Drawing Package shall delineate any space along the 17th Street façade at the street level that could possibly be allocated to non-transit uses (e.g. commercial uses), without compromising the function and capacity of the transit facility. If non-transit uses could not be accommodated along 17th Street, Consultant shall provide a brief narrative description explaining whether the transit facility could be shifted further south on the site to accommodate non-transit uses along 17th Street while preserving the function and capacity of the transit facility. This narrative shall provide a rough estimate of the depth of frontage along 17th Street that could be made available for non-transit uses and an estimate of the related impact to bus parking and/or maintenance bays (i.e. loss of parking or maintenance bays). This analysis and accompanying narrative shall not include any additional drawings.
- b. Deliverables:
  - (1) Draft Paratransit Design Criteria Document (digital copy)

(2) Final Paratransit Design Criteria Document (digital copy)

c. Completion Date: July 31, 2019

**18c. Task 18c – Additional Joint Development Analysis and Detailed Design Criteria for Potrero Yard** (originally authorized as as-needed Task Order 14d on April 12, 2019)

a. Description:

- i. Update Joint Development Scenarios – Consultant shall develop a draft final joint development scenario for Potrero Yard--Scenario 9E. In developing Scenario 9E, Consultant shall incorporate 1) feedback from Potrero Yard community workshops; 2) feedback from the Planning Department; 3) the updated three-level transit facility Drawing Package completed in Task 18b; 4) financial feasibility considerations; and 5) direction from the SFMTA.

The Scenario 9E Deliverable shall be identical to the scenario Deliverables completed for Tasks 8 and 9, but with two additional components. First, the Scenario 9E Deliverable shall include two hard cost estimates. One hard cost estimate will assume that the joint development will be built as a standard Risk Category II (RC-II) structure; the other hard cost estimate will assume that the joint development will be built to the elevated standard of resilience described in the Potrero Yard DCD. Second, the Scenario 9E Deliverable shall include two updated development pro formas and two TBL analyses, which will be prepared for each of the hard cost estimates prepared under this Task (RC-II estimate and elevated resilience estimate).

Preparation of Scenario 9E shall include:

- (a) Consultant's preparation for and participation in a March 2019 joint development charrette with the Planning Department, including any graphic materials and design concepts completed for the charrette
- (b) A sketch session with the Planning Department and the SFMTA, resulting in massing variation concepts
- (c) A workshop with the Planning Department, facilitated by Consultant, including one draft and one final conceptual graphic of development concepts
- (d) Coordination calls between the SFMTA and Consultant
- (e) Three urban design concept diagrams
- (f) Two residential massing variations
- (g) For each variation, two conceptual floor plans, one aerial massing view with building texture for scale and variation, four street level distant views, and two corner views
- (h) TBL analysis for two pro forma scenarios
- (i) Plots/prints for sketch session and Planning Department workshop

- (j) Conceptual urban design guidelines/principles for a future Potrero Yard developer solicitation
  - (k) File preparation (presentation .pdf and Google Earth files) and distribution of digital files to Planning
- ii. Design Support for Shadow Analysis – Consultant shall provide design support for a shadow analyses of Potrero Yard, performed by a consultant under a separate contract (Shadow Consultant). At the request of the Shadow Consultant, Consultant shall provide design details and electronic files to support the shadow analysis. Consultant shall also be available to answer any questions from the Shadow Consultant about joint development scenarios previously completed by Consultant. Consultant shall also support the shadow analysis by completing three conceptual massing model variants of Potrero Yard. Consultant shall also review and comment on the findings of the Shadow Consultant. This work in support of a Potrero shadow analysis includes staff time and budget for two coordination calls and one round of revisions to the three conceptual massing model variants of Potrero Yard.
- iii. Update Design Criteria Document for a Three-Level Potrero Yard – Consultant shall complete a new DCD for a three-level Potrero Yard. This DCD shall include the same scope of work as the DCD described in Task 18a, but the DCD completed in this Task shall reflect the bus capacity, staffing, and facilities requirements of a three-level bus yard. The DCD completed in this Task shall also include the SFMTA’s Transit Services Division in the program, design, and facility requirements of Potrero Yard.
- iv. Update Potrero Equipment Industrial Design for a Three-Level Potrero Yard - Consultant shall complete a new EID for a three-level Potrero Yard. This EID shall include the same scope of work as the EID described in Task 18a, but the EID completed in this Task shall reflect the equipment requirements of a three-level Potrero Yard. The EID completed in this Task shall also reflect the equipment requirements of the SFMTA’s Transit Services Division, as relevant. The equipment needs of the Transit Services Division are expected to be minimal, but the EID shall include any equipment requirements of this Division that are identified during the course of Consultant’s discussions with SFMTA staff.
- b. Deliverables:
- (1) Draft Joint Development Scenario 9E for Potrero Yard (digital copy)
  - (2) Final Joint Development Scenario 9E for Potrero Yard (digital copy)
  - (3) Conceptual Massing Models for Potrero Yard to support shadow analysis (digital copy)
  - (4) Draft Design Criteria Document for Three-Level Potrero Yard (digital copy)



- (5) Final Design Criteria Document for Three-Level Potrero Yard (digital copy)
- (6) Draft EID for Three-Level Potrero Yard (digital copy)
- (7) Final EID for Three-Level Potrero Yard (digital copy)

c. Completion Date: October 31, 2019

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

### **1. Regular Reporting and Bi-Weekly Progress Meetings**

From project inception through project completion, Consultant shall coordinate and lead a brief phone call at regular intervals with the SFMTA project manager or his/her designee. On these calls, Consultant shall provide a summary of accomplishments since the previous call, potential obstacles, and outstanding questions. Initially, the phone calls shall occur every two weeks, but the SFMTA may reduce the frequency of these calls based on project activity.

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

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

### **2. Reports**

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

### **3. SFMTA Liaison**

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

**APPENDIX B**  
**Project Schedule, Budget, and Payment Procedures**

**1. Payment Milestones and Payment Schedule**

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

**Table 1**  
**Detailed Cost and Estimated Completion Dates by Task**

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

Task 12 – Implementation and Recommendations Report for Potrero Yard	\$63,800	February 28, 2019
Task 13 – Draft and Final Consolidated Report for Potrero Yard	\$40,000	January 31, 2020
Task 14 – Presidio Yard As-Needed Tasks		
Task 14a – Presidio Yard Kickoff Meeting	\$3,840	January 25, 2020
Task 14b – Presidio Yard Current Conditions Analysis – Review Previous Studies and Complete Gap Analysis	\$16,240	February 15, 2020
Task 14c – Presidio Yard Current Conditions Analysis – Addressing Research Gaps and Completing Current Conditions Report	\$16,240	March 15, 2020
Task 14d – Presidio Yard Site Opportunities and Constraints Analysis	\$57,880	April 15, 2020
Task 14e – Presidio Yard Transit Facility Conceptual Program and Design	\$86,685	April 30, 2020
Task 14f – Presidio Yard Design Criteria	\$171,555	July 31, 2020
Task 14g – Presidio Yard Land Use Analysis	\$28,872	May 15, 2020
Task 14h – Presidio Yard Joint Development Market Analysis	\$27,080	May 31, 2020
Task 14i – Joint Development Scenario Prototype for Presidio Yard	\$74,518	August 15, 2020
Task 14j – Initial Presidio Yard Feasibility Report	\$27,488	October 15, 2020
Task 14k – Additional Draft Joint Development Scenarios for Potrero Yard	\$117,180	January 31, 2021

Task 14l– Support for Presidio Yard Stakeholder and Community Outreach	Time and materials, plus expenses, not to exceed \$61,540	November 30, 2023
Task 14m – Final Joint Development Scenarios for Presidio Yard	\$45,093	March 31, 2021
Task 14n – Implementation and Recommendations Report for Presidio Yard	\$49,440	May 31, 2021
Task 14o – Draft and Final Consolidated Report for Presidio Yard	\$28,240	January 31, 2022
Task 15 – Comprehensive Feasibility Analyses for Additional Bus Yards	\$313,000	TBD, based on Task Order(s)
Task 15a – Design Criteria Document for Paratransit Services	\$40,744	July 15, 2018
Task 16 – Design Peer Review Services	\$300,000	TBD, based on Task Order(s)
Task 17 – General Consultant As-Needed Support	\$248,037	TBD, based on Task Order(s)
Task 17a – Deed Research, Historic Analysis for Potrero Yard, Presidio Yard, and Kirkland Yard	\$4,350	April 16, 2018
Task 17b – Evaluation of Green LRV Facility, Additional Potrero Yard Design Criteria and Joint Development Scope	\$56,266	October 31, 2019
Task 17c – Facilities Design Work for Green LRV Facility and Potrero Yard and Administrative Support for SFMTA Facilities Projects	\$87,428	January 31, 2020
Task 18 – As Needed Revisions	\$100,000	TBD, based on Task Order(s)
Task 18a – Detailed Design Criteria, Equipment List, Drawing Package, and Square Footage Analysis for Potrero Yard	\$278,492	July 31, 2019

Task 18b – Three Level Drawing Package for Potrero Yard	\$30,500	July 31, 2019
Task 18c – Additional Joint Development Analysis and Detailed Design Criteria for Potrero Yard	\$118,796	October 31, 2019
<b>TOTAL, Tasks 1-14o, 15a, 17a, 17c, 18a-18c</b>	<b>Not to exceed \$2,038,963</b> (funds may be re-allocated among Tasks 15, 16, 17, and 18 so long as the total not-to-exceed amount does not change)	
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$3,000,000</b>	

## Caltrans RGA Third Party Requirements

- Contractor agrees that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all Contractor shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Part 200) to the extent applicable.
- Prior to Contractor seeking reimbursement of indirect costs, Contractor must have prepared and submitted annually to the SFMTA for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with Part 200, or, in the alternative, an audited rate approved by a U.S. Government agency.
- During the performance of this RGA, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall it discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by CALTRANS to implement such article.
- Contractor and its subcontractors shall permit access by representatives of the Department of Fair Employment and Housing and CALTRANS upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CALTRANS shall require to ascertain compliance with this clause.
- Contractor and its subcontractors shall give written notice of their obligations under the above clauses to labor organizations with which they have a collective bargaining or other agreement.
- Contractor and its subcontractors shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other City of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this Agreement.

- Travel and per diem reimbursements to Contractor will be allowable as Project costs only after those costs are incurred and paid for by Contractor. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Contractor at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link:  
<https://travelpocketguide.dot.ca.gov/>.

**The following provisions supplement Article 9 of the Agreement.**

- **Definitions:**
  - **Work:** The work to be directly or indirectly produced by Contractor under this Agreement.
  - **Work Product:** All deliverables created or produced from Work under this Agreement including but not limited to, all Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. “Work Product” includes all deliverables, inventions, innovations, improvements, or other works of authorship Contractor or its subcontractors may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection
- **Copyright Ownership of Work Product:** Except in regard to pre-existing works, all Work Product derived by the Work performed by Contractor or its employees under this Agreement, shall be owned by CALTRANS and the City and shall be considered to be works made for hire by the Contractor. CALTRANS and the City shall own all United States and international copyrights in the work product.

As such, all work product shall contain, in a conspicuous place, a copyright designation consisting of a “c” in a circle followed by the four-digit year in which the Work Product was produced, followed by the words “California Department of Transportation and City and County of San Francisco. All Rights Reserved.” For example, a Work Product created in the year 2018 would contain the copyright designation © 2018 California Department of Transportation and City and County of San Francisco. All Rights Reserved.

- **Vesting of Copyright Ownership:** Contractor agrees to perpetually assign, and upon creation of each Work Product, automatically assigns, to CALTRANS and City, and their successors, and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the City’s contractor, subcontractor, and/or subrecipient from CALTRANS. From time to time, CALTRANS and the City shall require its contractors, subcontractors, and/or subrecipients and their respective employees to confirm such assignments by execution and delivery of such

assignments, confirmations, or assignment, or other written instruments as CALTRANS and the City may request. CALTRANS and the City, and their successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Contractors, including subcontractors, shall waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

- **Pre-existing Works and License:** Contractor and its subcontractors acknowledge that all Work Product shall be the sole and exclusive property of **CALTRANS** and **City**, except that any pre-existing works created by Contractor and third parties outside of the Agreement but utilized in connection with the Agreement (the “Pre-existing Works”) shall continue to be owned by Contractor or such parties. Contractor agrees to notify City in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and grants to City a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the Pre-existing Works in connection with the Work Product.





