

THIS PRINT COVERS CALENDAR ITEM NO. : 14

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Transit Division

BRIEF DESCRIPTION:

Authorizing the Director of Transportation to execute an agreement with Turnstone Consulting for Environmental Consulting Services for the Transit Effective Project, Contract No. SFMTA 2009-10/22, for a total contract amount not to exceed \$2,000,000 and a term not to exceed four years.

SUMMARY:

- The Transit Effectiveness Project (TEP) is a joint effort by the San Francisco Municipal Transportation Agency (SFMTA) and the City Controller's Office that aims to transform Muni so that people can get where they want to go more quickly, reliably and safely.
- In October 2008, the SFMTA Board of Directors endorsed the TEP for the purpose of environmental review.
- Since 2008, TEP principles have guided SFMTA transit policy and have informed a variety of agency activities including the December 2009, May 2010 and September 2010 service changes and schedule improvements, the prioritization of the capital program, and the launch of the line management center.
- On May 26, 2011, SFMTA issued a Request for Proposals (RFP) to three environmental and transportation firms from a prequalified pool of applicants from the Planning Department. Turnstone Consulting was selected as the highest-scoring proposer to provide implementation consulting services through a competitive RFP process, after pre-qualifying through a Request for Qualifications (RFQ) process. The SFMTA successfully concluded contract negotiations with the Consultant.
- The funds required for the contract are provided from operating funds through a work order to the Controller's City Services Auditor (2003 Proposition C).

ENCLOSURES:

1. SFMTA Board Resolution
2. Agreement with Turnstone Consulting

APPROVALS:

DATE

DIRECTOR OF DIVISION

PREPARING ITEM _____

FINANCE _____

DIRECTOR OF TRANSPORTATION _____

SECRETARY _____

ADOPTED RESOLUTION

BE RETURNED TO Julie Kirschbaum _____

ASSIGNED SFMTAB CALENDAR DATE: _____

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PURPOSE

SFMTA staff request that the Board of Directors authorize the Director of Transportation to execute an agreement with Turnstone Consulting for services related to the environmental review of the Transit Effectiveness Project.

GOAL

By providing environmental disclosure for the impacts of the implementation of the TEP, and thereby permitting the implementation of TEP proposals, the consulting services provided by Turnstone Consulting will specifically address the following SFMTA Strategic Plan goals and their relevant objectives:

- Goal 1: To provide safe, accessible, clean and environmentally sustainable service, and encourage the use of auto-alternative modes through the Transit First Policy;
Objective: 1.1 Improve accessibility across transit services
- Goal 2: To get customers where they want to go, when they want to get there;
Objectives: 2.1 Improve transit reliability to meet the 85% on-time performance standard
2.2 Ensure efficient transit connectivity and span of service
2.4 Reduce congestion on major corridors
- Goal 3: To improve the customer experience and community value, and enhance the image of the SFMTA, as well as ensure that the SFMTA is a leader in its industry;
Objective: 3.2 Pursue internal and external customer satisfaction through proactive outreach and heightened communication conduits
- Goal 4: To ensure financial stability and effective resource utilization.
Objective: 4.2 Ensure efficient and effective use of resources

DESCRIPTION

The TEP was initiated as a comprehensive review of the Muni system, and included rigorous technical analysis, extensive stakeholder input, and research of best practices from other transit agencies. The TEP is a joint effort of the SFMTA and the City Services Auditor (CSA) of the Controller's Office¹ and aims to strengthen Muni's ability to respond to current travel needs, provide a blueprint for future service, apply best practices to service delivery, and promote the system's long-term financial stability.

¹ The Controller's City Services Auditor (CSA) was created by a November 2003 ballot measure (Proposition C). CSA is funded by roughly two-tenths of one percent (0.2%) of the City's overall budget (including SFMTA's) to conduct Audits, City Projects, and Performance Management functions.

The goals of the TEP are to 1) improve service reliability, 2) reduce travel time, 3) improve customer experience; and 4) improve service effectiveness and efficiency. These goals will 1) improve conditions for current customers, 2) increase transit ridership by attracting new customers, 3) develop positive relationships with communities, customers, and employees, and 4) deliver cost-effective service to optimize existing resources. In October 2008, the SFMTA Board of Directors endorsed the TEP for the purpose of environmental review. Since 2008, TEP principles have guided SFMTA transit policy and have informed a variety of agency activities including the December 2009, May 2010 and September 2010 service changes and schedule improvements, the prioritization of the capital program, and the launch of the line management center.

California Environmental Quality Act (CEQA)

The San Francisco Planning Department is the lead agency charged with evaluating the environmental impacts of the TEP in accordance with the California Environmental Quality Act (CEQA). The TEP environmental consultants will collect supporting data, prepare technical analyses, and assist in preparing a completed Environmental Impact Report (EIR) in conjunction with the Planning Department. The TEP is comprised of multiple proposals that collectively represent a blueprint for transforming Muni service; service improvements and capital project proposals included in the TEP have had varying levels of engineering. Proposals that are further along in the design process, including the service improvements for network restructuring and a portion of the travel time reduction proposals, will be evaluated at the “project” level. Enough detail is known about these projects to quantify impacts such as intersection delay and therefore these projects will be fully analyzed for the purpose of implementation. These proposals would not require additional CEQA review once the TEP environmental documents are certified. Proposals that have had less design work and/or have more uncertainty will be evaluated at the “program” level. For example, the TEP recommends additional accessible rail platforms, but more study is needed with the disability community to prioritize locations prior to beginning engineering design. Program level proposals will require subsequent CEQA review before they can be implemented.

National Environmental Policy Act (NEPA)

In addition to CEQA clearance, projects that are pursuing federal funding must also be evaluated in accordance with the National Environmental Policy Act (NEPA). The NEPA analysis will draw heavily from the state assessment, but will have some unique environmental topics and will need to be assessed in accordance with the federal requirements. The Planning Department would play a support role for the NEPA review, but a federal department, such as the Federal Transit Administration, would serve as the lead agency for the purpose of environmental review.

TEP Environmental Review Strategy

The TEP environmental analysis will evaluate the following:

- 1) A new four-tier service structure and a new service policy framework that will consider the needs of customers and optimize existing resources;
- 2) Restructuring the existing Muni network including service improvement proposals;
- 3) Constructing capital projects needed to support proposed service improvements along with work to improve access to the network; and
- 4) Enhancing service delivery on the proposed Rapid Network with travel time reduction proposals (TTRP), utilizing a toolkit of engineering strategies to reduce transit vehicle delay on 24 Rapid corridor segments.

1) Policy Framework

The TEP proposes a new Policy Framework to replace existing service standards (traditionally published in the Short Range Transit Plan). The Policy Framework clarifies how investments should be made to the Muni system and establishes guidelines for minimum service levels, crowding, stop spacing and service performance. The Policy Framework structures Muni into four distinct service types:

- **Rapid Network:** These frequent, heavily used bus routes and rail lines make up the backbone of the Muni system and would be high priorities for service and customer amenity enhancements. The Rapid Network would be supported by travel time reduction proposals (TTRP), systemwide capital improvements, and service improvements.
- **Local Network:** These essential routes complement and connect to the Rapid Network, allowing customers to get to most destinations in San Francisco with no more than one transfer.
- **Community Connectors:** This category includes lightly used bus routes that circulate through San Francisco's hillside residential neighborhoods and fill in gaps in coverage to connect customers to key transit hubs.
- **Specialized Services:** These routes are tailored to serve a particular market at limited times of day, and include express routes, commuter connections to BART and Caltrain stations, and ballgame routes or lines.

2) Service Improvements:

The TEP planning phase identified a series of service improvements that would better match current travel patterns with the service network. A portion of the initial recommendations were implemented as part of the service re-structuring during the FY 2010 fiscal emergency. The remaining improvements include:

- Elimination of unproductive existing routes or route segments;

- Creation of new routes or addition of service to new streets;
- Vehicle type changes;
- Frequency and span of service changes; and
- Changes to mix of local/limited/express services.

The service improvements are proposed to be implemented in two phases, pending resource availability in FY 2014 and FY 2016.

3. Infrastructure to Support Service Improvements.

While some service improvements can be implemented with relatively little capital investment, other changes require associated infrastructure improvements. Three categories of infrastructure projects are proposed to support service improvements: overhead wire expansion, transfer and terminal point improvements, and systemwide capital infrastructure. Overhead wire expansion is needed to improve service on the system's busiest corridors, increase transit access, and provide more reliable and streamlined service. The addition of bypass wires would allow new limited-stop service on Fulton Street to pass local service routes. Additionally, many of these investments would accommodate planned service improvements, improve terminal operations, and provide more reliable service by reducing bus turns. Overhead wire expansion would occur throughout the TEP implementation timeframe, with the bypass wire proposal to be completed by FY 2016.

Terminal and transfer point improvements focus on investments that serve both customers and operational needs at route terminals or critical transfer points. Some of the TEP route changes would require additional buses to layover and/or customers to transfer at new locations. Physical changes associated with this category include new bus stop and hub (way-finding) signage, new switches and overhead work, and expanded areas for bus layovers traffic lane and on-street parking reconfiguration to support terminal operations. These infrastructure investments would primarily support service improvements and, consequently, need to occur before FY 2016.

Lastly, new accessible rail platforms to improve system accessibility across the rail network and a contraflow lane on Sansome Street to optimize bus routing will be evaluated as systemwide capital infrastructure.

4) Travel Time Reduction Proposals (TTRP)

To help achieve the TEP goal of reducing customer travel time and improving reliability, the Travel Time Reduction Proposals (TTRP) would implement treatments to reduce delays on the Rapid Network and make transit more appealing. The TTRP were developed by dividing the Rapid Network into similarly sized corridor segments and developing conceptual proposals that draw upon a toolbox of travel time improvement treatments. Treatment proposals will vary by corridor, but the toolbox recommendations include turn lanes, shifting transit stop locations,

transit stop consolidation, dedicated transit lanes, auto turn restrictions and other engineering improvements to reduce delay to transit. By applying targeted methods customized to each corridor, TTRP could reduce travel times by 10 to 30 percent, depending on the corridor segment.

A range of TTRP proposals are being considered for each corridor segment. The range of TTRP proposals being analyzed would be bracketed by: 1) a lower bound set of treatments and 2) an upper bound set of treatments. Lower bound treatments will have a more conservative use of the TTRP toolbox, resulting in a lower cost investment but more limited travel time savings for transit. Upper bound treatments will have a wider use of the TTRP toolbox, with more investment and more substantial changes to parking and traffic circulation needed but resulting in higher transit time savings than the lower bound proposals or existing conditions. All corridors would receive customer amenities, such as stop upgrades, ticket vending machines, and improved branding. The public outreach process and further design work would inform the ultimate design of each corridor segment. All of these measures, supported by traffic signal priority work, would improve the speed and reliability of the SFMTA's most heavily used transit routes while enhancing the customer's waiting experience.

The implementation of TTRP would be phased between FY 2013 and FY 2019; however, this timeline could be compressed pending resource availability. The corridor segment approach described above enabled data-based analysis to prioritize routes based on their cost-effectiveness (customer-seconds saved per dollar spent) and travel-time savings (percent reduction in travel time). The phasing schedule was then modified to allow for coordination with other efforts underway, such as repaving or rail replacement. Some routes or route segments were excluded from the TTRP because complementary corridor projects, such as the Geary and Van Ness Bus Rapid Transit (BRT), Central Subway, and the Better Market Street projects, are already underway and are receiving independent environmental clearance.

CONSULTANT SELECTION

On July 8, 2010, the City Planning Department issued a Request for Qualifications (RFQ) to solicit responses from which to create a pre-qualified list of firms to prepare environmental documents and transportation technical studies. Turnstone Consulting was one of the consulting firms on the City Planning Department's pre-qualified list.

On May 26, 2011, SFMTA issued a Request for Proposals (RFP) with a 15 percent Local Business Enterprise (LBE) subcontracting requirement to three environmental and transportation firms on the pre-qualified consultant pool. Two pre-qualified firms submitted proposals, which were evaluated by a diverse selection panel that included staff from SFMTA Transit Operations, SFMTA Sustainable Streets, and the City Planning Department. The two firms were interviewed on June 24, 2011. Turnstone Consulting was selected as the highest-scoring proposer. The SFMTA successfully concluded contract negotiations with the consultant.

CONTRACTED TASKS AND DELIVERABLES

Turnstone Consulting will work collaboratively with staff from the City Planning Department, SFMTA, and other relevant entities to complete environmental assessment of the TEP scope of work, including review of new service policies, network updates, travel time reduction proposals and associated capital improvements. The completion of the contract will satisfy all requirements under CEQA, enabling SFMTA to implement project-level proposals, including the service changes and many of the capital projects identified in the TEP, without further CEQA review. The proposals that will be cleared at the programmatic level may be subject to additional CEQA requirements, but will benefit from the ability to reference the TEP program analysis.

The work as scoped will be divided into two phases: (1) required steps for the purpose of completing an Environmental Impact Report for CEQA, and (2) tasks that support the work or may arise as needed. Phase One work will begin with project kick-off meetings, information review and development and approval of a project work plan. Directly following, the team will hold public scoping meetings to provide opportunity for customers and stakeholders to comment, ask questions and inform the upcoming assessment. An Initial Study will be conducted to review the required CEQA topics and to determine the level of further environmental review that will be needed on each topic. Technical studies, including a Transportation Impact Study and an Air Quality Impact Study, will be performed on topics that require further discussion and technical modeling of potential impacts. Based on the findings of the Initial Study and further technical studies, a Draft Environmental Impact Report (DEIR) will be developed. Mitigation measures will be developed in conjunction with DEIR findings. The public will be asked to comment on the DEIR, and those comments will be responded to in a Comments and Responses document (C&R). The DEIR and C&R together are considered the Final Environmental Impact Report (FEIR) that will be presented to the San Francisco Planning Commission and the SFMTA Board of Directors.

Phase Two includes tasks that support technical studies, such as micro-simulation of travel time reduction proposal corridors and pilot project evaluation. Other tasks anticipate as-needed additions to the proposed scope of work, including additional technical studies or additional alternatives for the DEIR, or preparation and participation in hearings of an FEIR appeal.

Lastly, for proposals that will pursue federal funding, compliance with NEPA will be needed prior to project implementation. NEPA is the federal equivalent of CEQA and is required for projects that will pursue federal funding. The NEPA analysis will draw heavily from the state assessment, but will have some unique sections and will need to be packaged in accordance with the federal requirements. Therefore, as proposals are refined through CEQA, the team will begin to strategize and move forward with environmentally assessing the level and need for NEPA compliance with identified federal agency partners and provide further support for on-going outreach, engineering and environmental services.

ALTERNATIVES CONSIDERED

It is the responsibility of the Planning Department to conduct all environmental review for projects subject to CEQA under the jurisdiction of the City and County of San Francisco. Within this context, the SFMTA considered two alternatives for this work: 1) completion of the Initial Study with Planning Department staff time and completion of the EIR by consultants under the direction of the Planning Department staff; or 2) completion of the entire environmental review by consultants under the direction of the Planning Department staff. The second alternative was selected because the environmental review of the TEP requires a very specialized expertise since it is not a typical land use development project. Furthermore, the Planning Department staff does not currently perform large-scale EIRs without assistance from consultants. As such, the SFMTA concluded that hiring an independent contractor to perform the entirety of the environmental review would be more practical, efficient and expeditious.

FUNDING IMPACT

The total TEP environmental review is expected to cost approximately \$2.84 million. The majority of the expenditure will go towards the consultant contract and funds will be provided from operating funding through a work order to the Controller's City Services Auditor (Proposition C) in the amount of \$2,000,000. In addition, the Planning Department's services are estimated to cost \$720,000 and the City Attorneys' services are estimated to cost \$120,000. The Planning Department and City Attorney expenditures will be covered by grant funding from the Federal Transit Administration.

OTHER APPROVALS RECEIVED OR STILL REQUIRED

The Civil Service Commission has approved this contract on July 18, 2011 with PSC Resolution No. 4004-11/12

The Contract Compliance Office has reviewed this report and confirmed the consultant's commitment to meeting the 15 percent LBE participation goal for this contract.

The City Attorney's Office has reviewed this report.

RECOMMENDATION

SFMTA staff recommends authorization of the Director of Transportation to execute the agreement with Turnstone Consulting for implementation consulting services for the Transit Effectiveness Project for an amount not to exceed \$2,000,000 and a contract term of four years.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, The Transit Effectiveness Project (TEP) is a joint effort by the San Francisco Municipal Transportation Agency (SFMTA) and the City Controller's Office that aims to transform Muni so that people can get where they want to go more quickly, reliably and safely; and,

WHEREAS, In October 2008, the SFMTA Board of Directors endorsed the TEP for the purpose of environmental review and on July 8, 2010, the City Planning Department issued a Request for Qualifications (RFQ) to solicit responses from which to create a pre-qualified list of firms to provide transit service planning and implementation consulting services; and,

WHEREAS, The SFMTA issued a Request for Proposals (RFP) on May 26, 2011 for a consultant to perform environmental review of the TEP in compliance with the requirements of the California Environmental Quality Act (CEQA), the CEQA Guidelines, San Francisco Administrative Code Chapter 31, and any National Environmental Policy Act (NEPA) requirements that apply to the project; and

WHEREAS, The SFMTA received two proposals from the pre-qualified consultant pool in response to the RFP; and,

WHEREAS, Turnstone Consulting was selected as the highest-scoring proposer in the Request for Proposals process; and,

WHEREAS, The SFMTA has successfully completed negotiations with the consultant; and,

WHEREAS, The total contract amount shall not exceed \$2,000,000, with a term not to exceed four years; and,

WHEREAS, The Contract Compliance Office has confirmed the consultant's commitment to meeting the 15 percent LBE participation goal for this contract; and,

WHEREAS On July 18, 2011, the Civil Service Commission approved this contract pursuant to PSC No. 4004-11/12; and,

WHEREAS, The operating funds required for the implementation consulting services for the TEP are provided by the Controller's City Services Auditor (Proposition C); now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute an agreement with Turnstone Consulting to conduct implementation consulting services for the Transit Effectiveness Project environmental review for an amount not to exceed \$2,000,000 and a contract term not to exceed four years.

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

Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

***Environmental Impact Analysis and
Transportation Impact Study on the SFMTA's
Transit Effectiveness Project***

CONTRACT NO. SFMTA – 2009/10-22



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

**Agreement between the City and County of San Francisco and
TURNSTONE CONSULTING
for Environmental Impact Analysis and Transportation Impact Study on the
SFMTA's Transit Effectiveness Project**

Contract No. SFMTA-2009/10-22

This Agreement is made this _____ day of _____, 2011, in the City and County of San Francisco, State of California, by and between: Turnstone Consulting, a California corporation, 330 Townsend Street, Suite 216, San Francisco, CA 94107 ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Municipal Transportation Agency ("SFMTA").

Recitals

A. The SFMTA wishes to procure the services of a qualified and experienced consultant team to complete comprehensive environmental review with a focus on transportation impacts for the SFMTA's Transit Effectiveness Project (TEP), and prepare and publish its findings as required by the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), if required.

B. The TEP consists of a set of proposals designed to transform and maximize San Francisco Municipal Railway (Muni) service delivery. Through these proposals the TEP aims to achieve the following goals for Muni transit service: 1) improve service reliability; 2) reduce travel time; 3) improve customer experiences; and 4) improve service effectiveness and efficiency.

C. A Request for Proposals ("RFP") was issued on May 26, 2011, and City selected Contractor as the highest ranked proposer.

D. Contractor represents and warrants that it is qualified to perform the services required by City as described in this contract.

E. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 4004-11/12 on July 18, 2011.

Now, THEREFORE, the parties agree as follows:

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

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

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be four years from Effective Date.

3. Effective Date of Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform. The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation.

a. Amount. Compensation under this Agreement shall be based on a fixed amount for Tasks 1-11 not to exceed (One Million, Two Hundred Fifty-Three Thousand, Ninety-Seven Dollars (\$1,253,097), and, for As-Needed Tasks 12-18, either a negotiated lump sum price per Task, or actual direct costs plus a negotiated fixed profit per Task, for a total amount for Tasks 12-18 not to exceed Seven Hundred Forty-Six Thousand, Nine Hundred Three Dollars (\$746,903). In no event shall the total amount of this Agreement exceed Two Million Dollars (\$2,000,000).

b. Payment. Compensation shall be made in monthly payments on or before the 30th day of each month for the percentage of work on each Task, as set forth in Section 4 of this Agreement, that the SFMTA TEP Program Manager, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by SFMTA as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

Except as otherwise agreed to for Tasks 12-18 (As-Needed Tasks), payments for completed Tasks will be made on a “not-to-exceed” fixed price basis. “Not-to-exceed” means that Contractor shall perform its obligations under the Agreement for the amounts listed in Appendix B, regardless of the number of hours that Contractor has expended on the Task.

Contractor shall provide back-up documents with its invoices to SFMTA at the level of detail requested by the SFMTA Liaison identified in Appendix A of the Agreement to allow the SFMTA Liaison to effectively track the level of services provided by Contractor and Contractor’s subcontractors.

In no event shall City be liable for interest or late charges for any late payments.

c. As-Needed Tasks (Tasks 12-18). The SFMTA will define the requirements for Tasks 12-18. The cost and estimated time to perform the Task fully will be agreed upon in advance of the start of work on each Task in accordance with the terms and conditions of this Agreement, generally following the procedures outlined below.

- (i) **Scope of Work.** SFMTA will prepare the scope of work and expected time of completion, using the Task Order form (Appendix C) and transmit the Task Order form to the Contractor with a request for a proposal for the performance of the Task.
- (ii) **Information and Data.** The Contractor shall request in writing any information and data it will require to perform Task Orders. The Contractor shall identify the timing and priority for which this information and data will be required. The Contractor and SFMTA shall reach agreement as to the availability and delivery time for this data and information during initial Task negotiations.
- (iii) **Contractor Proposal.** The Contractor shall prepare and submit a proposal for the Task to the Contracting Section showing:
 - (a) A detailed description by Subtask of the work to be performed and the means and methods that will be used to perform it;
 - (b) Milestones for completion for each Subtask and deliverables at each milestone;
 - (c) Personnel and the subcontractors assigned to each part of the work along with a justification as to why such personnel are qualified to

perform the work; and prior experience in performing work of this nature;

(d) A detailed cost estimate for each Task or Subtask showing:

- 1) Number of hours for each Task or Subtask, along with the negotiated billing rates as set forth in Table 2 of Appendix B;
- 2) Estimated reasonable out-of-pocket expenses;

- (iv) **Negotiation of Cost and Profit.** The SFMTA will review the proposal and negotiate a lump sum price to perform the work of each Task and Subtask.
- (v) **Record of Negotiations.** If agreement is reached, the SFMTA will document the negotiations and agreement in a Record of Negotiations and obtain the approval from the TEP Program Manager of the agreement as defined in the Record of Negotiations.
- (vi) **Controller Certification.** Upon approval of the TEP Program Manager, the SFMTA will request certification from the Controller that adequate funds are available to proceed with the Task as agreed.
- (vii) **Notice to Proceed (NTP).** After certification, the TEP Program Manager will send to the Contractor a written NTP and Task Number. The Contractor is required to use the Task number when submitting invoices to the Contracting Section for payment. The Contractor shall not commence work on any Task until it receives a written NTP for the Task.
- (viii) **Changes.** Agreed lump sum prices for Subtasks and Tasks above cannot be modified unless there is a material change in the scope of work of the Task. If there is a material change in the scope of work of a Task, then a proposal, negotiations, Record of Negotiations and approval of the Record of Negotiations by the TEP Program Manager shall be required before changes to agreed lump sum prices and fixed profits can be approved. Certification by the Controller is required for changes that result in an increase to the total cost of a Task.
- (ix) **Failure to Agree on Terms of Task.** In the event that City and Contractor cannot reach agreement on the terms of the Task Order, City may either cancel the Task Order and have the work accomplished through other available sources, or City may direct the Contractor to proceed with the Task under such conditions as City may require to assure quality and timeliness of the Task performance. **Under no circumstances may the Contractor refuse to undertake a City-ordered Task.**

d. Subcontractor Payments. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Progress Payment Form. If Progress Payment Form is not submitted with Contractor's invoice, the Controller will notify the SFMTA and Contractor of the omission. If Contractor's failure to provide HRC Progress Payment Form is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Progress Payment Form is provided.

Following City's payment of an invoice, Contractor has ten days to file an affidavit using HRC Payment Affidavit verifying that all subcontractors have been paid and specifying the amount.

e. Key Team Members. The Contractor agrees that the following Key Team Members shall be committed and assigned to work on the Project to the level required by SFMTA for the term of the Agreement and shall also be staffed at the local Contractor offices within the San Francisco Bay Area if required by SFMTA:

Barbara Sahn - Turnstone
Donna Pittman - Turnstone
Chris Mitchell – Fehr & Pehrs
Eric Womeldorff – Fehr & Pehrs
Jim McCarty - Baseline

Contractor shall advise SFMTA immediately any time one of the Key Team Members deviates from its committed role or time on the Project (e.g., is removed from this Project). SFMTA may in turn require Contractor to provide a remedy and/or corrective actions for such deviations.

f. Current Workload and Available Resources. The Contractor covenants that its current workload and the workload of its subcontractors will not affect the commencement and the progress of the work under this Agreement. The Contractor shall have all the necessary professional, technical and support personnel, including those of the subcontractors, available, ready and mobilized to perform actual work within a reasonable time, not to exceed three (3) weeks of the receipt of NTP on a particular Task.

6. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of the City are not authorized to offer or promise, nor is the City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code, is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

9. Left blank by agreement of the parties. (Disallowance)

10. Taxes. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor. Contractor recognizes and understands that this Agreement may create a “possessory interest” for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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

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

(3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the

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

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

11. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

12. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same.

Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance.

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

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

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

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

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

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

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

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

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City

receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

16. Indemnification

a. General. To the fullest extent permitted by law, Contractor shall assume the defense of (with legal counsel subject to approval of the City), indemnify and save harmless the City, its boards, commissions, officers, and employees (collectively “Indemnitees”), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its subconsultants), expense and liability of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses, fees of expert consultants or witnesses in litigation, and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively, “Liabilities”).

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

c. Copyright infringement. Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards,

commissions, officers, or employees of articles or services to be supplied in the performance of Contractor's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

17. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

18. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Left blank by agreement of the parties. (Liquidated Damages. (

20. Default; Remedies. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

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

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|---|---------------------------------------|
| 8. Submitting false claims | 30. Assignment |
| 10. Taxes | 37. Drug-Free Workplace Policy |
| 15. Insurance | 53. Compliance with Laws |
| 24. Proprietary or Confidential Information of City | 57. Protection of Private Information |
| | 58. Graffiti Removal |

(2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any

jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.

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

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

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

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

(1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.

(2) Not placing any further orders or subcontracts for materials, services, equipment or other items.

(3) Terminating all existing orders and subcontracts.

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

(5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.

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

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

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

(2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

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

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

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

e. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

22. Rights and Duties upon Termination or Expiration. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

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| 8. Submitting False Claims | Information of City |
| 10. Taxes | 26. Ownership of Results |
| 11. Payment Does Not Imply Acceptance of Work | 27. Works for Hire |
| 13. Responsibility for Equipment | 28. Audit and Inspection of Records |
| 14. Independent Contractor; Payment of Taxes and Other Expenses | 48. Modification of Agreement |
| 15. Insurance | 49. Administrative Remedy for Agreement Interpretation |
| 16. Indemnification | 50. Agreement Made in California; Venue |
| 17. Incidental and Consequential Damages | 51. Construction |
| 18. Liability of City | 52. Entire Agreement |
| 24. Proprietary or Confidential | 56. Severability |
| | 57. Protection of Private Information |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner,

at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City. This subsection shall survive termination of this Agreement.

23. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

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

To City: Trinh Nguyen, P.E.
RE: TEP Environmental
Senior Program Manager / Contract Manager
One South Van Ness Avenue
Transit Division, 7th Floor , Room 7068
San Francisco CA 94103
415-701-4602 (Phone)
415-701-5328 (Fax)

To Contractor: Barbara W. Sahn
Principal
330 Townsend Street, Suite 216
San Francisco, CA 94107
Fax: 415-536-3802
E-mail: bsahm@consultturnstone.com

Any notice of default must be sent by registered mail.

26. Ownership of Results. Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire. If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the City. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the City, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the City, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

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

29. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or

provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms . Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance. Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

(1) **Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(2) **Subcontracting Goals.** The LBE subcontracting participation goal for this contract is 15%. Contractor shall fulfill the subcontracting commitment made in its bid or proposal. Each invoice submitted to City for payment shall include the information required in the HRC Progress Payment Form and the HRC Payment Affidavit. Failure to provide the HRC Progress Payment Form and the HRC Payment Affidavit with each invoice submitted by Contractor shall entitle City to withhold 20% of the amount of that invoice until the HRC Payment Form and the HRC Subcontractor Payment Affidavit are provided by Contractor. Contractor shall not participate in any back contracting to the Contractor or lower-tier subcontractors, as defined in the LBE Ordinance, for any purpose inconsistent with the provisions of the LBE Ordinance, its implementing rules and regulations, or this Section.

(3) **Subcontract Language Requirements.** Contractor shall incorporate the LBE Ordinance into each subcontract made in the fulfillment of Contractor's obligations under this Agreement and require each subcontractor to agree and comply with provisions of the ordinance applicable to subcontractors. Contractor shall include in all subcontracts with LBEs made in fulfillment of Contractor's obligations under this Agreement, a provision requiring Contractor to compensate any LBE subcontractor for damages for breach of contract or liquidated damages equal to 5% of the subcontract

amount, whichever is greater, if Contractor does not fulfill its commitment to use the LBE subcontractor as specified in the bid or proposal, unless Contractor received advance approval from the Director of HRC and contract awarding authority to substitute subcontractors or to otherwise modify the commitments in the bid or proposal. Such provisions shall also state that it is enforceable in a court of competent jurisdiction. Subcontracts shall require the subcontractor to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination of this contract and to make such records available for audit and inspection by the Director of HRC or the Controller upon request.

(4) Payment of Subcontractors. Contractor shall pay its subcontractors within three working days after receiving payment from the City unless Contractor notifies the Director of HRC in writing within ten working days prior to receiving payment from the City that there is a bona fide dispute between Contractor and its subcontractor and the Director waives the three-day payment requirement, in which case Contractor may withhold the disputed amount but shall pay the undisputed amount. Contractor further agrees, within ten working days following receipt of payment from the City, to file the HRC Payment Affidavit with the Controller, under penalty of perjury, that the Contractor has paid all subcontractors. The affidavit shall provide the names and addresses of all subcontractors and the amount paid to each. Failure to provide such affidavit may subject Contractor to enforcement procedure under Administrative Code §14B.17.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate. In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts. Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits. Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San

Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract. As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles—Northern Ireland. Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

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

37. Drug-Free Workplace Policy. Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises.

Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation. Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance. In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records. If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §§12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for

the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the

MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor.

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in

existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or

property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a

fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, “Political Activity”) in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City’s Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor’s use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic. Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with the SFMTA to submit to the SFMTA Contract Compliance Office any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

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

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

52. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

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

54. Services Provided by Attorneys. Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Left blank by agreement of the parties. (Supervision of minors)

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

57. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made.

Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

60. Left blank by agreement of the parties. (Slavery era disclosure)

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

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

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By:</p> <hr/> <p>Robin M. Reitzes Deputy City Attorney</p> <p>AUTHORIZED BY: MUNICIPAL TRANSPORTATION AGENCY BOARD OF DIRECTORS Resolution No: _____ Adopted: _____ Attest: _____ Roberta Boomer, Secretary to the SFMTA Board of Directors</p>	<p>CONTRACTOR</p> <p>Turnstone Consulting</p> <p>By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <hr/> <p>Barbara W. Sahn Principal 330 Townsend Street, Suite 216 San Francisco, CA 94107</p> <p>City vendor number: 5853</p>
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Appendices

- A: Services to be provided by Contractor
- B: Calculation of Charges and Negotiated Billing Rates
- C: Task Order Form

P-500 Appendix A
Services to be provided by Contractor

Contractor: **Turnstone Consulting**

I. Project Description and Scope of Work
A. Project Description

The TEP consists of a set of proposals designed to transform and maximize Muni service delivery. Through these proposals the TEP aims to achieve the following goals: 1) improve service reliability; 2) reduce transit travel time; 3) improve customer experiences; and 4) improve service effectiveness and efficiency. The TEP proposals were developed based on a service policy framework that clarifies where and how investments should be made to the system. The policy framework also establishes guidelines for minimum service levels, crowding, stop spacing and service performance.

TEP implementation will span a ten-year period, and will focus on the following categories of initiatives.

- **Service Policy Framework** includes guidance on where and how investments should be made to the system.
- **Service Improvements**, including physical route changes and frequency improvements.
- **Travel Time Reduction Proposals (TTRP)**, including traffic engineering changes, stop spacing optimization and customer amenity improvements along corridor segments of the TEP-recommended rapid route network.
- **Infrastructure to Support Service Improvements**, including:
 - **Terminal and transfer point improvements**, including proposals to build new or update old route terminals and transfer points to support the service improvements; and
 - **Overhead wire expansions**, including investments in overhead wire system to accommodate planned service improvements and improve existing terminal operations.

A. SERVICE POLICY FRAMEWORK

The TEP proposals were developed based on a service policy framework that clarified where and how investments should be made to the system. The policy framework also establishes guidelines for minimum service levels, crowding, stop spacing and service performance. The policy framework, developed as part of the TEP, would replace existing service standards (traditionally published in the Short Range Transit Plan).

The Policy Framework structures Muni into four distinct service types.

- **Rapid Network:** These frequent, heavily used bus routes and rail lines make up the backbone of the Muni system and would be high priorities for service and

customer amenity enhancements. The rapid network would be supported by travel time reduction proposals (TTRP), systemwide capital improvements, and service improvements.

- **Local Network:** These essential routes complement and connect to the Rapid Network, allowing customers to get to most destinations in San Francisco with no more than one transfer.
- **Community Connectors:** This category includes lightly used bus routes that circulate through San Francisco's hillside residential neighborhoods and fill in gaps in coverage to connect customers to key transit hubs.
- **Specialized Services:** These routes are tailored to serve a particular market at limited times of day, and include express routes, commuter connections to BART and Caltrain stations, and ballgame routes or lines.

B. SERVICE IMPROVEMENTS (SI)

The TEP planning phase identified a series of service improvements that would better match current travel patterns with the service network. A portion of the initial recommendations were implemented as part of the last two years of service restructuring. The remaining improvements represent a 5- to 10-percent increase in total service hours. They include:

- Elimination of unproductive existing routes or route segments;
- Creation of new routes or addition of service to new streets;
- Vehicle type changes;
- Frequency and span of service changes; and
- Changes to mix of local/limited/express services.

The service improvements are proposed to be implemented in two phases, pending resource availability in fiscal year (FY) 2014 and FY 2016.

C. TRAVEL TIME REDUCTION PROPOSALS (TTRP)

To help achieve the TEP goal of reducing customer travel time, the Travel Time Reduction Proposals (TTRP) would implement treatments to reduce delays on the Rapid Network and make transit more appealing. The TTRP were developed by dividing the Rapid Network into similarly sized corridor segments and developing conceptual proposals that draw upon a toolbox of travel time improvement treatments. By applying targeted methods customized to each corridor, TTRP would reduce travel times by 10 to 30 percent, depending on the corridor segment.

A range of TTRP proposals are being considered for each corridor segment. The range of TTRP proposals being analyzed would be bracketed by: 1) a lower bound set of treatments and 2) an upper bound set of treatments. The difference would be that the upper bound proposal would have the potential for additional time savings over the lower bound proposal through higher cost investment or more substantial changes to parking and traffic circulation. All corridors would receive customer amenities, such as stop

upgrades, ticket vending machines, and improved branding. The public outreach process and further design work would inform the ultimate design of each corridor segment. All of these measures, supported by traffic signal priority work, would improve the speed and reliability of the SFMTA's most heavily used transit routes while enhancing the customer's waiting experience.²

The implementation of TTRP would be phased over seven years between FY 2013 and FY 2019. The corridor segment approach described above enabled data-based analysis to prioritize routes based on their cost-effectiveness (customer-seconds saved per dollar spent) and travel-time savings (percent reduction in travel time). The phasing schedule was then modified to allow for coordination with other efforts underway, such as repaving or rail replacement. The prioritized list of 24 TTRP corridor segments and the treatments being considered is provided in Appendix G.3. Some routes or route segments were excluded from the TTRP because complementary corridor projects, such as the Geary and Van Ness Bus Rapid Transit (BRT), Central Subway, and the Better Market Street projects, are already underway.

Travel Time Reduction Proposals Toolkit

The 11 TTRP for the highest priority transit corridor segments are being developed such that the design detail would enable environmental review at the project level. These high priority TTRP proposals will be refined and vetted with community stakeholders in the summer of 2011. The remaining 13 TTRP transit corridor segments will be evaluated at a programmatic level based on a toolkit of potential infrastructure investments including, but not limited to, the following treatments:

- Transit stop optimization including stop consolidation and modified intersection placement;
- Conversion of STOP-controlled intersections to signalized intersections;
- Transit zone bulbs and boarding islands;
- Transit-only lanes;
- Queue jump and bypass lanes;
- On-street parking management or removal to improve transit operations; and
- Traffic regulations to improve transit operations such as curb color changes or turn restrictions.

The TTRP infrastructure components listed above represent a toolkit of treatments that would be implemented to facilitate transit travel time improvements throughout the Rapid Network and would require the appropriate project-level environmental assessment prior to implementation on a specific corridor.

² The traffic signal priority (TSP) is an ongoing SFMTA program. While implementation of the TSP program is expected to support the goals of the TEP, it is not part of the project.

D. INFRASTRUCTURE TO SUPPORT SERVICE IMPROVEMENTS

While some service improvements can be implemented with relatively little capital investment, other changes require associated infrastructure improvements. Most of the improvements fall under two categories: Terminal and Transfer Point Improvements and Overhead Wire Expansions. In addition, accessible rail platforms and the extension of the Sansome contraflow lane will also be evaluated. These infrastructure investments are required to fully implement the TEP Service Improvements or are critical to realizing TEP goals, such as improved reliability.

D(1). TERMINAL AND TRANSFER POINT IMPROVEMENTS (TTPI)

This category focuses on investments in terminals and transfer points that serve both customers and operational needs. Some of the TEP route changes would require additional buses to layover and/or customers to transfer at new locations. Physical changes associated with this category include new bus stop and hub (way-finding) signage, and expanded areas for bus layovers traffic lane and on-street parking reconfiguration to support terminal operations. These infrastructure investments would primarily support service improvements and, consequently, occur before FY 2016.

D(2). OVERHEAD WIRE EXPANSION (OWE)

This category includes investments in the overhead wire system to improve service on the system's busiest corridors, increase transit access, and provide more reliable and streamlined service. The addition of bypass wires would allow new limited-stop service on Fulton Street to pass local service routes. Additionally, many of these investments would accommodate planned service improvements, improve terminal operations, and provide more reliable service by reducing bus turns. Overhead wire expansion would occur throughout the TEP implementation timeframe, with the bypass wire proposal to be completed by FY 2016.

B. Scope of Work

The first phase of work, Tasks 1 through 11, comprise tasks that have been fully budgeted and scoped based on existing expectations of the level of work needed to complete these tasks as described below.

TASK 1: PROJECT KICK-OFF MEETINGS, INFORMATION REVIEW AND PROJECT WORK PLAN

Upon receipt of a Notice to Proceed, the Contractor shall conduct a Project Kick-off Meeting in coordination with the SFMTA and Planning Department to discuss TEP specifics to facilitate efficient and thorough environmental review in conformance with CEQA and NEPA. Tasks related to compliance with NEPA are further described in As Needed Task 17 below. In advance of the Project Kick-off Meeting, the Contractor shall provide a Draft Project Work Plan that outlines the Contractor approach to completing the scope of work for discussion at the Project Kick-off Meeting. This meeting will mutually confirm expectations about deliverables to meet project objectives. To launch the technical work, the Contractor will set up a one-half day workshop with SFMTA and

Planning Department staff and key Contractor team members to review project information, identify additional informational needs, and review the contents of the TEP Implementation Strategy. This meeting will serve as a knowledge transfer between agency staff and the Contractor and will inform the Project Work Plan and all subsequent analysis. One task to be included in the Project Work Plan developed by the Contractor will be development of an approach for the programmatic analysis of the TEP policies and the TTRP Toolkit.

Upon receiving a detailed understanding of the TEP work to date and feedback from City staff on the Draft Project Work Plan, the Contractor shall conduct a Project Work Plan Meeting in coordination with the SFMTA and Planning Department to review a detailed Second Draft Project Work Plan that outlines the schedule with timeframes for all project tasks and deliverables, and acceptable formats for project invoices, quarterly status reports and meeting notes for twice monthly meetings described in Task 11, Administration. The Project Work Plan should specify a protocol for addressing changes to the project description.

The Contractor will prepare a Final Project Work Plan that provides clear definition of the project team's roles and responsibilities, fully integrated with SFMTA and Planning Department staffs; a detailed scope of work; and a project schedule with time frames by task and subtask for the Contractor team and the City, invoicing procedures and formats. It will also contain coordination procedures for conducting two meetings per month, including the format for twice-monthly administration meetings with the SFMTA and the Planning Department, as well as a structure for information management and record-keeping that focuses on the legal requirements for environmental review. The approach and Contractor's fee assume that the SFMTA Project Manager and the Planning Department EIR Coordinator will attend these regular meetings, as regular communication among the Principals involved in this project will be necessary to complete the work efficiently and on schedule. The Project Work Plan will outline procedures for quality assurance and document review and production.

All documents will be prepared in accordance with the SFMTA's Style Guide and with the Planning Department's "Consultant Guidelines," except where Planning Department agrees that departures are appropriate for the TEP. The Contractor will prepare the published Notice of Preparation and Public Scoping, Initial Study, Draft EIR, Comments and Responses document and Final EIR in an accessible format as called for in Task 11 for posting on the appropriate City web sites, meeting the requirements of the City's Accessibility Standards.

Deliverable 1a: Draft Project Work Plan

Deliverable 1b: Draft Approach memorandum describing approach to analysis for the programmatic analysis of the TEP policies and TTRP Toolkit;

Deliverable 1c: Final Approach memorandum describing approach to analysis for the programmatic analysis of the TEP policies and TTRP Toolkit;

Deliverable 1d: Refined project scope of work including project schedule and timeframes for all project tasks and deliverables (Second Draft Project Work Plan); and

Deliverable 1e: Final project scope of work including project schedule and timeframes for all project tasks and deliverables (Final Project Work Plan).

TASK 2: PUBLIC PROJECT SCOPING MEETING AND NOTICE OF PREPARATION

The Contractor shall prepare and distribute a Notice of Preparation (NOP) of an EIR. The NOP will include a brief summary of the proposed project, with up to four color maps/graphics to assist the public in understanding the proposed project. The NOP will include a notice of public scoping meetings. Up to two public scoping meetings will be noticed and conducted, with attendance by the Contractor's Project Manager.

The Planning Department will review and approve drafts of the NOP and public scoping meeting notice, and will provide consolidated sets of comments from the Planning Department, SFMTA and the City Attorney's Office with appropriate direction from the Planning Department to the Contractor with respect to any conflicting comments to guide preparation of the Draft, Screencheck, and Final documents, prior to issuance to the public. City staff will translate the NOP and public notices and provide the translated documents in Cantonese and Spanish to the Contractor in a pdf format for publication and distribution. After the Planning Department approves the final NOP, it shall be distributed by the Contractor in conformance with CEQA regulations. The Contractor will create a distribution list for mailing the NOP and notice of public scoping, with input from SFMTA and Planning Department staff, and will mail up to 5,000 documents. The Contractor shall be responsible for the distribution (including copies and mailing) of the NOP and for contacting all relevant community groups, public agencies and individuals at the City's direction to notify them of the public scoping meetings for the project.

The Contractor shall organize, manage, set up and facilitate two public scoping meetings for the project, and shall arrange for translation services (Cantonese and Spanish) and court reporter services for both meetings. The Contractor will work with SFMTA and Planning Department staff to prepare sign-in materials, and will review City-produced power point materials and prepare up to 4 information boards based on the power point materials provided by the City or graphics from the NOP. City staff will make the presentations, with Contractor staff facilitating public comment. To continue the TEP focus on community outreach, multilingual services will be provided beyond the traditional standards for public information. The City shall be responsible for providing all materials written under this Task for the purpose of public information and distribution in Chinese and Spanish. The Contractor will provide English versions. The Contractor will use the transcripts and any written comments received to prepare a matrix of issues raised, by topic and commenter. This matrix will assist in finalizing key topics to be analyzed in the Initial Study, technical studies, and the EIR.

Deliverable 2a: Draft Notice of Preparation (may require two rounds of review);

Deliverable 2b: Screencheck Notice of Preparation;
Deliverable 2c: Final Notice of Preparation and Notice of Public Scoping meetings;
Deliverable 2d: Distribution (mailings/emails) of notices for public scoping meetings in accordance with CEQA;
Deliverable 2e: Transcript of TEP EIR public scoping meetings;
Deliverable 2f: A matrix that presents all the scoping meeting comments organized by CEQA topics; and
Deliverable 2g: Public scoping meeting materials (sign-in sheets, comment cards, and information boards describing recommendations, etc).

TASK 3: INITIAL STUDY

The TEP represents a package of transportation improvement proposals intended to be implemented over a ten-year period. As a result, the level of design detail available for each proposal varies based on design complexity, public input to date and expected implementation schedule. Therefore, the proposals being analyzed fall into two categories. The proposals for which there is sufficient detail to receive environmental evaluation at the project level will be analyzed at the project level, and the remaining proposals for which design detail is still being developed will be evaluated at the programmatic level and may require additional environmental review before implementation. In addition, TEP policies will be analyzed at a programmatic level. Table A in Task 4 below indicates whether a proposal will be evaluated at a project or programmatic level.

The Initial Study (IS) shall describe and discuss the environmental impacts of the TEP, for the proposals being environmentally cleared at the project level as well as those being cleared at the programmatic level. The goal of the IS is to focus the Draft EIR on topics that require in-depth analysis to determine the level of environmental impacts that the TEP may result in. As part of the IS work, Contractor shall evaluate both the localized and cumulative 2035 impacts associated with the TEP proposals (project and programmatic) for the topic areas below. In addition, appropriate analysis must be provided for both the lower bound and upper bound alternatives of the project level proposals. Pursuant to CEQA, those topics that may result in a significant impact will be further analyzed, and the results of the analysis shall be presented in the EIR.

The Contractor will prepare the IS, intended to fully address most of the CEQA checklist topics for both the program-level and project-level analyses. This will allow the TEP EIR to focus on key topics. The IS and all other environmental review documents will conform to the current version of the Planning Department's *Consultant Guidelines*. A specific list of topics to be "focused out" via the Initial Study cannot be finally established this early in the process. For the purposes of this Agreement, the City and Contractor anticipate that the following topics may be fully addressed in the IS: Aesthetics, Population and Housing, Cultural and Paleontological Resources, Wind and Shadow, Recreation, Utilities and Service Systems, Public Services, Biological Resources, Geology and Soils, Hydrology and Water Quality, Hazards and Hazardous

Materials, Mineral and Energy Resources, Greenhouse Gas Emissions and Agriculture and Forest Resources. Land Use may also be focused out in the IS but will be discussed briefly in the EIR to provide the reader with information about the various neighborhoods in San Francisco and consistency with applicable City policies. The level of effort described in Appendix B assumes that the aforementioned topics can be focused out in the Initial Study. If additional analyses or technical studies are needed, they will be addressed in As Needed tasks.

The Contractor will prepare up to two drafts and one screencheck version of the Initial Study, based on consolidated sets of comments from the Planning Department, SFMTA and the City Attorney's Office with appropriate direction from the Planning Department with respect to any conflicting comments, provide Administrative Record materials for the Planning Department's formal files, publish and circulate the IS and a Notice of Availability to distribution lists prepared in consultation with the Planning Department and the SFMTA, and prepare a summary matrix of public comments received during the comment period.

The Contractor shall follow the Consultant Guidelines (refer to Task 11); any deviation from the Consultant Guidelines must be approved in advance by the Planning Department. The Contractor shall prepare two administrative drafts, a screencheck and a Final Initial Study in conformance with CEQA. Each draft of the Initial Study shall be reviewed and approved by the Planning Department. The Contractor shall be responsible for distributing up to 550 copies of the Notice of Availability (NOA) and up to 200 hard copies and 200 CDs of the Final Initial Study.

Deliverable 3a: Draft Project Description;

Deliverable 3b: Draft 1 of Initial Study;

Deliverable 3c: Draft 2 of Initial Study;

Deliverable 3d: Screencheck Initial Study;

Deliverable 3e: Notice of Availability of an Initial Study;

Deliverable 3f: Final Initial Study; and

Deliverable 3g: Matrix of all the public comments received on the Initial Study.

TASK 4: TRANSPORTATION IMPACT STUDY

The Transportation Impact Study (TIS) will address the traffic, transit, pedestrian, bicycle, truck loading, emergency vehicle access, parking and other transportation impacts of a wide variety of transit improvement recommendations proposed by the TEP. The analysis will include evaluations of existing and future cumulative conditions with and without the TEP.

The TEP represents a package of transportation improvement proposals intended to be implemented over a ten-year period. As a result, the level of design detail available for each proposal varies based on design complexity, public input to date and expected implementation schedule. Therefore, the proposals being analyzed fall into two

categories. The proposals for which there is sufficient detail to receive environmental evaluation at the project level will be analyzed at the project level, and the remaining proposals for which design detail is still being developed will be evaluated at the programmatic level and may require additional environmental review before implementation. Table A indicates whether a proposal will be evaluated at a project or programmatic level.

Contractor shall prepare a scope of work for the TIS to be approved by the City consistent with the overall approach described herein and with the level of effort included in Contractor’s cost proposal. This scope will describe in detail the methods by which Contractor shall evaluate the localized impacts associated with the TEP proposals being cleared at both the program and project level.

For most of the service improvements and systemwide capital investments, one set of recommendations will be evaluated. A limited number of Project variants may also be included with differences between variants and the Project described qualitatively. Variants requiring additional technical analysis may require additional funding. As described above, for most of the TTRP corridor segments, an upper-bound proposal will be analyzed as well as lower-bound proposal. The basic lower-bound alternatives would provide essential travel-time improvements while minimizing parking loss and effects on traffic-circulation with elements like traffic-engineering changes and stop-spacing optimization. Where applicable, a premium upper-bound alternative would be evaluated that proposes a higher cost investment or more substantial changes to parking and traffic circulation to achieve additional travel time savings. The upper and lower bound proposals to be analyzed will be identified by the Contractor and the City prior to initiation of this task.

Table A.

Description	Level of Clearance	Proposal Group
TEP Policy Framework	Program	Service Policy Framework
All updated route, routes with mode changes, routes with frequency changes, all considered one project.	Project	Service Improvements
TTRP.22_2: 16th St (22)	Program	Travel Time Savings Proposals
TTRP.28_1: Lombard St (28)	Program	Travel Time Savings Proposals
TTRP.9_1: 11th St, Potrero Av and Bayshore Blvd (9)	Program	Travel Time Savings Proposals
TTRP30_3: Chestnut St (30)	Program	Travel Time Savings Proposals
TTRP.1_2: California St (1, 1AX, 1BX)	Program	Travel Time Savings Proposals
TTRP.22_1: Fillmore St (22)	Program	Travel Time Savings Proposals
TTRP.N_2: Judah St (N)	Program	Travel Time Savings Proposals
TTRP.L_1: Taraval St (L)	Program	Travel Time Savings Proposals
TTRP.K_1: Ocean Av (K)	Program	Travel Time Savings Proposals
TTRP.J_1: Church St (J)	Program	Travel Time Savings Proposals

Description	Level of Clearance	Proposal Group
TTRP.71_1: Haight St (6, 71, 71L)	Program	Travel Time Savings Proposals
TTRP.1_1: Sacramento St and Clay St (1)	Program	Travel Time Savings Proposals
TTRP.71_2: Noriega/22nd/23rd St and Lincoln Way (71L)	Program	Travel Time Savings Proposals
TTRP.30_1: Stockton St and Kearny St (30, 45)	Project	Travel Time Savings Proposals
TTRP.30_2: North Point St and Columbus Av (30)	Project	Travel Time Savings Proposals
TTRP.9_2: San Bruno Av (8X, 8AX, 9)	Project	Travel Time Savings Proposals
TTRP.N_1: Irving St and Carl St (N)	Project	Travel Time Savings Proposals
TTRP.14_2: Inner Mission St (14, 14L, 14X)	Project	Travel Time Savings Proposals
TTRP.14_3: Outer Mission St (14, 14L, 14X)	Project	Travel Time Savings Proposals
TTRP.28_2: 19th Av Richmond-Sunset Districts (28, 28L)	Project	Travel Time Savings Proposals
TTRP.M_28: 19th Av-Stonestown/SFSU (M, 28)	Project	Travel Time Savings Proposals
TTRP.14_1: Mission St east of Van Ness (14, 14L, 14X)	Project	Travel Time Savings Proposals
TTRP.8X_1: Geneva (8X, 43, 54, 29, 8BX)	Project	Travel Time Savings Proposals
TTRP.5_1: Fulton St and McAllister (5)	Program	Travel Time Savings Proposals
TTPI.1: Van Ness and North Point	Project	Terminal and Transfer Point Improvements
TTPI.3 Lee St. Terminal for 52	Project	Terminal and Transfer Point Improvements
TTPI.7: Lyon/ Richardson Bus Stop - Transfer Point	Project	Terminal and Transfer Point Improvements
TTPI.4: E Line Independent Terminal at Beach/ Jones	Program	Terminal and Transfer Point Improvements
TTPI.8: SFGH Transfer Point	Program	Terminal and Transfer Point Improvements
TTPI.2: Daly City Bus Terminal and Transfer Point Improvements	Program	Terminal and Transfer Point Improvements
OWE.6: New Overhead Wiring - 6 Ext to West Portal	Project	Overhead Wire Expansion
OWE.1: New Overhead Wiring - Reroute 33 on to Valencia	Project	Overhead Wire Expansion
OWE.2: Bypass Wires at Various Terminal Locations	Project	Overhead Wire Expansion
OWE.3: New Overhead Wiring - 6 Parnassus on Stanyan St.	Project	Overhead Wire Expansion
OWE.4: 5 Limited/Local Bypass Wires	Project	Overhead Wire Expansion
OWE.5: 22 Fillmore Extension to Mission Bay	Project	Overhead Wire Expansion
SCI.1: Accessible Rail Platforms	Program	Systemwide Capital Infrastructure
SCI. 4: Sansome Contraflow Extension	Project	Systemwide Capital Infrastructure

Task 4.1. Graphic Support

For proposals receiving project level environmental review, the Contractor shall prepare technical drawings and public-oriented graphics to support the analysis of impacts and the public understanding of the proposed changes. Anticipated materials include cross sections and diagrams overlaid on aerial photos for travel time projects and striping diagrams for terminal and transfer projects. SFMTA will provide diagrams of the route changes, as well as striping drawings to inform diagrams for overhead wire projects and the Sansome contraflow extension. Contractor shall prepare up to 40 one-page fact-sheets, conceptually illustrating the upper and lower bound improvements for each of the TTRP and Capital improvements for which project-level clearance is sought. Contractor's fee in Appendix B does not include substantial revisions to graphics to accommodate revisions or alternatives to the proposals themselves.

The Contractor and the SFMTA understand and agree that the above-mentioned graphics are not meant to be engineered drawings and will not be used for the design of permanent improvements to the transit system, but will only be illustrative in nature for the purposes of providing information to the public.

Task 4.2. Project Impact Analysis

The project impact analysis will present the localized impacts associated with implementation of the entire TEP project, and not specific elements or combinations of elements. Overall, evaluation of localized impacts for the project level proposals will likely include, but may not necessarily be limited to, the following:³

- Collect/compile traffic volumes for up to 60 intersections in the PM peak and up to 20 intersections in the AM peak;
- Compile existing and proposed signal timing and striping plans from SFMTA;
- Using factors from the travel demand model, estimate traffic volumes for Existing plus Project, Cumulative, and Cumulative plus Project Conditions (including the effects of traffic diversions, if any);
- Gather transit, parking, pedestrian, bicycle, truck loading and emergency vehicle access data, as described herein and in the subsequent TIS scope of work;
- Contractor will also perform field visits to the TTRP corridors and locations of capital investments to qualitatively observe and report traffic, bicycle, pedestrian, and transit conditions;
- Develop traffic analysis models using Traffix or Synchro modeling software, and quantify traffic and transit impacts of proposed TEP proposals selected for project-level environmental review; and
- Present results in tabular, diagrammatic, and narrative form as appropriate for Final TIS.

³ SFMTA will provide existing signal timing and striping diagrams in addition to data on transit boarding's, passenger loads and existing transit travel times.

A more detailed description of Contractor's scope for this task is provided below.

Contractor shall work with City staff, including the San Francisco County Transportation Authority (SFCTA) to refine the SF-CHAMP travel demand forecasting model to assess the degree to which TEP implementation would affect travel behavior, and to adequately project long-term cumulative conditions for conditions with and without the TEP. The City and the SFCTA will ensure that model inputs, both in terms of the elements of the TEP that constitute the "project" and the effects that various elements, such as bus bulbs, have at influencing transit performance are adequately input into the SF-CHAMP model. Contractor will join this effort and review model inputs and assumptions (including backup for assumptions to be provided by SFMTA) related to elements of the TEP. Contractor will provide recommendations as to whether refinements to the model inputs related to the TEP should be considered. Contractor's fee assumes that inputs will generally be adequate and, thus, does not include conducting substantial research or oversight of model refinements.

The TIS Scope of Work will describe the intersections for which levels of service will be evaluated (up to 60 intersections in the PM peak hour, up to 20 of which will also be evaluated in the AM peak hour). Contractor will collect new intersection vehicle turning movement volumes at up to 40 intersections in the PM peak hour and 20 intersections in the AM peak hour. Contractor assumes that City will provide recent PM peak hour intersection turning movement counts at a minimum of 20 intersections.

Impact Analysis

Following confirmation that the SF-CHAMP model is accurately forecasting the effects of TEP implementation, Contractor will analyze the impacts of each of the four categories of initiatives on all transportation modes. City will provide model output to Contractor in an appropriate GIS format. Contractor will use this output to graphically identify locations where transit ridership and traffic volumes are forecasted to increase substantially.

Impacts on automobile circulation will be analyzed based on intersection LOS. Contractor will conduct intersection level of service analysis at up to 60 intersections in the PM peak and 20 intersections in the AM peak at locations where improvements are being analyzed at a project level, primarily along the TTRP corridor segments, but additionally in locations impacted by the service improvements and associated infrastructure investments.

Impacts on transit circulation will be evaluated using the SF-CHAMP model output. Contractor will examine GIS output to identify locations where the project causes transit capacity utilization to exceed established thresholds, or where the project substantially increases capacity utilization on lines operating above established thresholds without the project. Contractor will also evaluate whether or not TTRP proposals increase delay to

transit routes crossing TTRP corridors. Contractor's fee assumes no more than four locations will be identified.

Contractor will also qualitatively identify impacts to bicycle and pedestrian circulation, as well as emergency vehicle access and on-street loading supply and operations. Contractor will quantify the reduction in on-street parking spaces as well as on-street loading spaces due to the project; however, Contractor will not quantify overall neighborhood parking utilization for conditions with or without the project.

As part of the TIS work, Contractor shall evaluate the impacts associated with the TEP proposals being cleared at the programmatic level. As described in the Work Plan Task, an approach will need to be developed by the Contractor, reviewed and approved by the Planning Department. Contractor's fee assumes that for locations where improvements are being analyzed at a program level, Contractor will provide a qualitative assessment of potential impacts, but will not perform detailed calculations or quantification.

Task 4.3. Cumulative Impact Analysis

Contractor shall evaluate the cumulative impacts of the project in combination with other reasonably foreseeable land use and transportation changes, such as the Van Ness Avenue BRT project (i.e., year 2035 conditions based on City convention). The cumulative impact analysis will be conducted for both the upper bound option and lower bound option for the project level proposals. The cumulative impacts of the TEP proposals will be evaluated using outputs from SF-CHAMP, as described in Task 4.2.

Cumulative impacts, and the project's contribution to those impacts, will be identified for automobiles and transit ridership. The same analyses conducted for "Existing" and "Existing plus Project" conditions will be repeated for year 2035 cumulative conditions with and without the project.

The analysis will consider the following scenarios:

- Baseline/Existing Conditions (Date of NOP issuance)
- Baseline/Existing Conditions (Date of NOP issuance) plus TEP (upper-bound)
- Baseline/Existing Conditions (Date of NOP issuance) plus TEP (lower-bound)
- Cumulative (No-project) 2035
- Cumulative 2035 plus TEP (upper bound)
- Cumulative 2035 plus TEP (lower bound)

In addition to localized impacts of the project, the analysis will include more global metrics, such as trip generation by mode, vehicle miles traveled, transit capacity, transit travel time and mode shift on a city-wide or regional basis.

Task 4.4. Document Preparation

The Project Work Plan discussed in Task 1 will provide a general approach to the TIS that shall be refined and finalized in a TIS Outline and Study Approach. Contractor shall propose and vet the proposed TIS outline at the onset of Task 4. Contractor shall present the findings of Subtasks 4.1, 4.2, and 4.3, including appropriate graphics, in the TIS report. Contractor's fee includes preparation of two administrative drafts, a screencheck and a Final TIS. Each draft of the TIS shall be reviewed and approved by the City and comments from the Planning Department, SFMTA and the City Attorney's Office with appropriate direction from the Planning Department with respect to any conflicting comments shall be returned to Contractor. Each draft subsequent to the first submittal shall be accompanied by a response/explanation as to how City comments were addressed. Contractor shall also prepare and submit a stand-alone transportation technical appendix containing analysis data and results.

Deliverable 4a: Draft graphics for all initiatives pursuing project level clearance (cross sections, annotated aerials and plan drawings)

Deliverable 4b: Final graphics for all initiatives pursuing project level clearance (cross sections, annotated aerials and plan drawings)

Deliverable 4c: Draft TIS Outline and Study Approach

Deliverable 4d: Final TIS Outline and Study Approach

Deliverable 4e: Draft 1 Transportation Impact Study

Deliverable 4f: Draft 2 Transportation Impact Study

Deliverable 4g: Screencheck Transportation Impact Study; and

Deliverable 4h: Final Transportation Impact Study.

TASK 5: AIR QUALITY IMPACT STUDY

At the direction of the Planning Department and in accordance with the applicable Bay Area Air Quality Management District's (BAAQMD) CEQA Air Quality Guidelines, the Contractor shall prepare an Air Quality Analysis.

The Contractor will prepare a memorandum identifying the potential sources of operational and construction emissions from implementation of the TEP. The Contractor will perform an evaluation of specific elements of the proposed project to determine if there is a potential air quality impact. Those program or project elements that are determined to have a potential to result in air quality impacts will be summarized in the memorandum and be subject to further analysis. The Contractor will revise and finalize the memorandum based on a consolidated set of comments from the Planning Department, SFMTA and City Attorney's Office staff, with appropriate direction from the Planning Department with respect to any conflicting comments.

Based on the findings of the memorandum, the Contractor will prepare a scope of work that describes the approach that will be employed to evaluate the potential air quality and climate change impacts from the TEP proposals (project and programmatic) in accordance with the Bay Area Air Quality Management District's (BAAQMD) current CEQA guidelines. It is anticipated that the approach will include evaluation of both

construction and operational impacts. Operational impacts will be evaluated for baseline conditions, as defined by the date of the publication of the NOP; baseline conditions with the TEP (upper-bound and lower-bound); no project in year 2035; and the year 2035 with the TEP proposals. Contractor will first consider the upper-bound implementation and, if a significant air quality impact is identified, will then consider the lower-bound implementation. If it is determined that the upper-bound implementation would not result in a significant air quality impact, then the lower-bound implementation will not be further evaluated. The Contractor will revise the scope of work based on a consolidated set of comments from the Planning Department, SFMTA and the City Attorney's Office, with appropriate direction from the Planning Department with respect to any conflicting comments, and submit a Draft 2 scope if necessary. Based on a consolidated set of comments from the Planning Department, SFMTA and the City Attorney's Office, with appropriate direction from the Planning Department with respect to any conflicting comments, the Contractor will prepare a final approach memorandum.

Once the air quality evaluation approach has been approved by the Planning Department, Contractor will prepare an Air Quality Technical Report that will be used to support the CEQA document. The technical report will include an evaluation of the regional air quality impacts from criteria pollutants for which the San Francisco Bay Area Air Basin is in state or federal non-attainment status: ozone (through evaluation of ozone precursors nitrogen oxides [NO_x] and reactive organic gases [ROG]) and respirable particulate matter (PM₁₀ and PM_{2.5}). The analysis of criteria pollutants from construction impacts will be performed using the BAAQMD's screening tables based on the size of the specific improvement element, where possible, and URBEMIS or OFFROAD modeling tools where quantification is required to provide sufficient data for an impact determination. Contractor assumes that SFMTA will be able to provide estimates, based on past experience, of the types of construction equipment used and the durations of construction projects. The analysis of criteria pollutant impacts from the operation of the TEP elements will be based on changes in transit vehicle miles traveled, increased efficiency in the transit system, and estimates for the improved system to promote travel mode changes with the public. The net change in criteria pollutants will be quantified and compared against the BAAQMD's thresholds of significance. It is not anticipated that traffic conditions will meet the criteria, as presented in the BAAQMD May 2011 CEQA Guidelines, requiring further evaluation of carbon monoxide hot-spots. For programmatic analyses, the various proposals in the toolkit of travel time improvement treatments will be evaluated qualitatively to determine if they are likely to have a positive or negative air quality impact. Recommendation for further analysis on a program level will also be provided, as appropriate.

Contractor will also evaluate the local community risk and hazard impacts from toxic air contaminants (TACs) due to implementation of the proposed project. Contractor will evaluate the diesel particulate matter (DPM) impact as PM_{2.5} using BAAQMD's screening tables for toxic evaluation during construction, and traffic volumes, fleet mix, and BAAQMD's roadway screening analysis tables for operational impact. PM_{2.5} and other mobile source TACs may also be evaluated based on the BAAQMD CEQA

Guidelines as updated May 2011 and San Francisco County-specific emission rates generated by the California Air Resources Board's EMFAC2007 on-road emissions model with traffic volume and fleet data from the TIS. If uncertainty remains after the evaluation, the health impact from specific TEP improvement elements will be evaluated by performing dispersion modeling to determine if the PM_{2.5} concentrations or health risks exceed the BAAQMD's threshold of significance. The Contractor anticipates that dispersion modeling will be performed at up to three specific worst-case locations where potential health risk issues from TEP implementation have been identified. The results of the modeling at these three locations may be used to make a comparative, and where necessary, quantitative evaluation of the potential impact at other locations.

The Contractor will revise the Draft 1 Air Quality Technical Report based on a consolidated set of comments from the Planning Department, SFMTA and the City Attorney's Office, with appropriate direction from the Planning Department with respect to any conflicting comments, and prepare Draft 2. Based on a consolidated set of comments on Draft 2 from the Planning Department, SFMTA and the City Attorney's Office, with appropriate direction from the Planning Department with respect to any conflicting comments, Contractor will finalize the Air Quality Technical Report.

Deliverable 5a: Draft Memorandum Identifying the Sources of Operational and Construction Emissions for TEP;

Deliverable 5b: Final Memorandum Identifying the Sources of Operational and Construction Emissions for TEP

Deliverable 5c: Draft 1 Air Quality Analysis Scope of Work (Approach Memorandum)

Deliverable 5d: Draft 2 Air Quality Analysis Scope of Work (Approach Memorandum)

Deliverable 5e: Final Air Quality Analysis Scope of Work (Approach Memorandum)

Deliverable 5f: Draft 1 Air Quality Technical Report

Deliverable 5g: Draft 2 Air Quality Technical Report

Deliverable 5h: Final Air Quality Technical Report

TASK 6: ALTERNATIVES DEVELOPMENT AND ANALYSIS

For TEP components expected to have significant transportation impacts, the Contractor will provide a strategy for environmental review of at least two design alternatives grouped into: one alternative which groups design elements most likely to adversely affect one or more modes (upper bound proposals); and another alternative which groups design less likely to impact other modes (lower bound proposals). This approach will provide coverage of a wide variety of alternatives and the transportation impacts for each so that decision makers can make choices among alternatives based on full disclosure of likely impacts. The analysis provided in Task 4, will analyze these two alternatives at the same level of detail.

The EIR will analyze three alternatives: 1) No Project; 2) Lower Bound Alternative; and 3) Upper Bound Alternative. In addition to a discussion of the No Project Alternative, the Lower and Upper Bound alternatives of the TEP will be analyzed for both project and

cumulative impacts. The lower-bound set of improvements will represent those improvements least likely to result in significant impacts. The upper-bound set of improvements will represent a higher degree of improvement for transit, but perhaps could have other environmental trade-offs (either to other modes or to resources other than transportation). The Contractor will work with SFMTA and Planning Department staff to identify both the upper- and lower-bound improvements for analysis, with these two alternatives together encompassing all TEP elements, including TTRP, service improvements and capital infrastructure proposals.

Based on the results of the analysis, it may be necessary to modify the descriptions and features of the upper bound and lower bound alternatives in order to address potentially significant environmental impacts identified through the analysis for both programmatic and project-level proposals. The Contractor will prepare a draft alternatives document that will identify a range of alternatives to be studied in the Draft EIR and the level of detail at which each alternative will be evaluated. Based on a consolidated set of comments from the Planning Department, SFMTA and the City Attorney's Office, with appropriate direction from the Planning Department with respect to any conflicting comments, Contractor will prepare a final alternatives document. The Contractor shall then conduct technical analyses on the two alternatives, including evaluation of traffic impacts, as necessary, as defined in other tasks. If additional alternatives are determined to be required, they will be addressed in Task 16, As Needed Additional Draft EIR Alternatives.

Deliverable 6a: Draft Alternatives Outline and Approach

Deliverable 6b: Final Alternatives Outline and Approach

Deliverable 6c: Draft Alternatives Analysis Report

Deliverable 6d: Final Alternatives Analysis Report

TASK 7: DRAFT ENVIRONMENTAL IMPACT REPORT

The Contractor will prepare up to two Administrative Drafts of the EIR and a Screencheck Draft for Planning Department and SFMTA review and comment. Based on consolidated sets of comments from the Planning Department, SFMTA, and the City Attorney's Office, with appropriate direction from the Planning Department with respect to any conflicting comments on Administrative Draft 1, the Contractor will prepare ADEIR 2 for Planning Department and SFMTA review. Based consolidated sets of comments from the Planning Department, SFMTA, and the City Attorney's Office, with appropriate direction from the Planning Department with respect to any conflicting comments on ADEIR 2, the Contractor will prepare the Screencheck Draft. Based on consolidated sets of comments from the Planning Department, SFMTA, and the City Attorney's Office on the Screencheck Draft, the Contractor will prepare and publish a Draft EIR and Notice of Availability for public circulation and comment.

The Draft EIR will be focused on a limited number of topics, to include transportation, air quality and noise, with information on land use at a neighborhood or quadrant level to

help orient the reader. For the transportation and air quality setting and impacts sections, the Draft EIR will summarize the analysis and results from the TIS and the Air Quality Technical Report prepared in Tasks 4 and 5, respectively. The noise setting and impacts analysis and mitigation section will be developed for the Draft EIR as part of this Task 7, as described in detail below; no stand-alone noise report will be prepared. Each topic in the EIR will include a subsection identifying any significant cumulative impacts and a determination as to whether the proposed project would contribute considerably to those impacts. A description of alternatives analyzed will be based on the information developed in Task 6. The Alternatives Chapter in the EIR will include a description of alternatives considered by the City and rejected, and reasons for their rejection, based on information provided to the Contractor by the City; no analysis of these alternatives is required or proposed. It will also include an explanation of why an alternative location for the proposed project is not included and not required.

The required growth inducement discussion in the EIR will be based in part on any substantial increases in availability or improved transit service that may foster new population, housing, or employment growth beyond what is projected by ABAG forecasts and planned for in the City's Housing Element.

As noted above, a noise analysis will be prepared for the EIR. The approach will include evaluation of both construction and operational impacts. For those elements of the TEP that are specific enough to evaluate on a project level, the noise and vibration section will describe noise and vibration levels that would be expected during project construction and the impact on nearby receptors. Operational impacts will be evaluated for upper-bound and lower-bound TEP proposals by considering the upper-bound implementation first and, if a significant impact is identified, then considering the lower-bound implementation. The operational impacts will be based on noise and vibration information for typical Muni vehicles, provided by the City. Where substantial changes in traffic volumes are identified in the TIS, the change in traffic noise will be estimated using the Federal Highway Administration Highway Traffic Noise Prediction Model (FHWA RD-77-108). The Contractor will analyze the noise increases that would be expected from implementation of the TEP to determine consistency with San Francisco's noise standards. For project elements that are determined to have a potential for having significant noise impacts, such as new bus stops or routes, ambient noise monitoring may be performed for up to five locations, to be approved by the City; the Contractor will use ambient noise measurements by the Department of Public Health wherever possible. If potential vibration impacts are identified for project-specific transit lines proposed to be extended or substantially re-routed, the impacts will be evaluated based on FTA's methodology and significance criteria for evaluation of vibration impacts from surface transportation modes and construction activity. For programmatic analyses, the various proposals in the toolkit of travel time improvement treatments will be evaluated qualitatively to determine if they are likely to have a noise or vibration impact.

The Draft EIR will also present all of the mitigation measures identified in the Initial Study as part of the proposed project, as well as those identified in the TIS, the Air

Quality Technical Report, and the noise analysis. The Alternatives chapter will briefly describe and analyze the No Project Alternative and the upper- and lower-bound alternatives for the TEP, analyzed at equal levels of detail in the TIS and in the Environment Setting and Impacts chapter of the EIR. A chapter on other topics required by CEQA will include a discussion of growth inducement, a listing of significant unavoidable impacts, and significant irreversible environmental changes. Notices of Availability will be mailed to a distribution list compiled with input from SFMTA and Planning Department staff.

If significant impacts are identified for any CEQA topic, the Contractor shall prepare a draft Mitigation Monitoring and Reporting Plan (MMRP). The first draft MMRP will present all of the mitigation measures identified in the IS and ADEIR, as well as any improvement measures identified, for review by Planning Department and use by SFMTA staff.

The publication of the Draft EIR will be followed by a public review and comment period pursuant to CEQA and the CEQA Guidelines and will include a hearing at the Planning Commission, and, if required, a hearing before the Historic Preservation Commission.

The Contractor shall prepare two administrative drafts and a screencheck of the Draft EIR, and a Notice of Availability (NOA). Each draft of the document shall be prepared pursuant to the Consultant Guidelines and reviewed and approved by the Planning Department. The Contractor shall be responsible for distributing up to 550 NOAs and 200 hard copies and 200 CDs of the Draft EIR. The City shall be responsible for translation of the NOA for the purpose of public information and distribution in Chinese and Spanish. The Contractor will provide English versions.

Key staff from the Contractor shall attend and participate in, and Contractor shall retain court reporter services for one Draft EIR public hearing at the San Francisco Planning Commission. The Contractor shall also be responsible for ensuring that translation services for Cantonese and Spanish are available at the DEIR hearing.

The Contractor shall also be responsible for preparation of an administrative record. Materials for the Administrative Record will be developed as EIR sections are prepared. The calculations and other Administrative Record material supporting the noise analysis shall be submitted with ADEIR1. A complete Administrative Record will be delivered to the Planning Department at publication of the Draft EIR.

Deliverable 7a: Administrative Draft 1 EIR;

Deliverable 7b: Administrative Draft 2 EIR;

Deliverable 7c: Draft 1 of Mitigation Monitoring and Reporting Program (MMRP) with ADEIR 2;

Deliverable 7d: Screencheck Draft EIR;

Deliverable 7e: Final Draft EIR and Notice of Availability;

Deliverable 7f: Attendance and participation in one Draft EIR hearing before the San Francisco Planning Commission; and
Deliverable 7g: Administrative Record.

TASK 8: RESPONSE TO COMMENTS

Following the public review period for the Draft EIR, the Contractor shall prepare a Response to Comments document. The Contractor shall work with Planning Department staff to organize comments on the Draft EIR in the format preferred by Planning Department staff, using a matrix format to identify the commenter, and the topics and subtopics to be grouped together for single master responses. The Contractor shall be responsible for developing the first draft of responses. Based on consolidated sets of comments from the Planning Department, SFMTA, and the City Attorney's Office, with appropriate direction from the Planning Department with respect to any conflicting comments, Contractor shall prepare Draft 2 of the Comments and Responses document.

Prior to finalizing the Response to Comments document, the Contractor shall prepare a second draft and final Mitigation Monitoring and Reporting Plan (MMRP), if significant impacts are identified. Based on the second draft Responses to Comment document and on input regarding the second draft MMRP from the Planning Department, SFMTA, and the City Attorney's Office, the Contractor will update and finalize the MMRP for use by SFMTA staff in preparing action documents for the SFMTA Board of Directors.

Based on consolidated sets of comments from the Planning Department, SFMTA and the City Attorney's Office, with appropriate direction from the Planning Department with respect to any conflicting comments, Contractor shall prepare a Screencheck Draft of the Comments and Responses document. Based on a final set of consolidated comments from the City, the Contractor will prepare the final Responses to Comments document.

The Final Responses to Comments document will be published and distributed to appropriate public agencies and those who commented on the Draft EIR. The Contractor shall be responsible for distributing up to 200 hard copies and 200 CDs of the Response to Comments document. The Contractor shall also be responsible for attending and participating in one EIR certification hearing as described in Task 9.

Task 8 budget anticipates generally addressing up to 20, 2-page comment letters and up to 40 public hearing comments, assuming no new technical or quantitative analyses, and assuming that many comments raise the same or similar issues so that up to 5 master responses can be prepared to address most of the comments. If additional effort from the Contractor is needed, the budget for this Task will be adjusted accordingly.

Deliverable 8a: Matrix of Comments organized by environmental topic area;
Deliverable 8b: Draft 1 of Response to Comments;
Deliverable 8c: Draft 2 of Response to Comments;

Deliverable 8d: Screencheck of Response to Comments;
Deliverable 8e: Final Response to Comments;
Deliverable 8f: Draft 2 of MMRP; and
Deliverable 8g: Final MMRP.

TASK 9: PREPARATION FOR AND PARTICIPATION IN HEARING OF THE FINAL EIR

The Contractor shall attend one public hearing on the Final EIR before the San Francisco Planning Commission. In addition, the Contractor may be asked to attend one Final EIR hearing before the SFMTA Board of Directors as presented by City staff, if requested. Key Contractor staff will assist the City in preparing for the certification hearing.

As discussed above, to continue the TEP focus on community outreach, multilingual services will be needed beyond the traditional standards for public information. The Contractor shall arrange for translation services (Cantonese and Spanish) and court reporter services for both hearings. City will prepare and publish all public notices of these public hearings and provide translation of these notices.

The Contractor shall be responsible for preparing the first draft of the CEQA approval findings, which will be finalized by the SFMTA in consultation with the Planning Department and the Office of the City Attorney.

The Contractor will prepare a Draft Notice of Determination for the City's use and filing with the County Clerk and the State Clearinghouse.

Deliverable 9a: Draft CEQA Approval Findings;
Deliverable 9b: Attendance and participation in one Final EIR certification hearing before the San Francisco Planning Commission; and
Deliverable 9c: Public presentation before one SFMTA Board of Directors hearing regarding the Final EIR, if requested.

TASK 10: FINAL EIR DOCUMENT

The Contractor shall make any final revisions or modifications to the environmental review documents and prepare a camera-ready copy and coordinate the printing of the documents with City and County staff. This shall include a single consolidated Final EIR document that contains the Draft EIR, any amendments to the Draft EIR, Response to Comments, all appropriate Motions and Resolution, and Appendices. The Contractor shall be responsible for distributing up to 50 hard copies and 200 CDs of the consolidated Final EIR. The Contractor shall assist the Planning Department in preparing a Final Administrative Record.

Deliverable 10a: Final approved and certified EIR; and
Deliverable 10b: Final Administrative Record.

TASK 11: ADMINISTRATION

The Contractor shall:

- Coordinate notices/invitations for and attend up to 52 bi-monthly (approximately every 2 weeks) meetings with the Project Sponsor and the Planning Department team, approximately 13 of which will be 1-hour conference calls;
- At least one of the bi-monthly meetings early in the process will be convened with appropriate federal agency(s) to discuss the TEP components to be cleared for NEPA;
- Prepare agendas for project meetings in an approved format established in Task 1;
- Take notes at all meetings and provide them to the City Project team in a format approved in the Project Work Plan in Task 1;
- Prepare presentation materials as needed for, and the Contractor's Project Manager to participate in, up to 8 status briefings at key milestones to the TEP Implementation Task Force, as well as senior management at SFMTA and the Planning Department;
- Provide quarterly status reports describing work completed by task, in a format approved in Task 1, and,
- Unless otherwise specified, provide 10 hard copies and a pdf as well as one version in an editable, electronic format of all deliverables presented to City staff

To establish the stable Project Description essential to an efficient process, it will be necessary to identify all components of the TEP, and clarify details of the components to be analyzed at a project-level of detail for the Transportation Impact Study (TIS) and the environmental review documents. To do this, the Contractor shall hold a series of up to three meetings with the SFMTA and the Planning Department over a short time frame to confirm details, and provide written minutes of these meetings that include summaries of the components of the proposed project for sign-off by the SFMTA. These meetings will be 3 of the 52 bi-monthly meetings in this Task 11. This step will begin during preparation of the Project Work Plan and may continue during preparation of the Notice of Preparation and Notice of Public Scoping in Task 2, but should be complete before preparation of the second draft Initial Study to protect the budget and schedule. Revisions that require significant new calculations, revisions to technical studies, new data collection, substantial new analyses, or substantial rewriting of documents resulting from substantial changes in the project description may result in adjustments to the scope of work and budget.

All Contractor work published for the environmental review of this project shall conform to the Planning Department *Consultant Guidelines for the Preparation of Environmental Review Documents* (Consultant Guidelines) and any updates to the same.⁴ Any deviation

⁴ San Francisco Planning Department. [2008 Consultant Guidelines for the Preparation of Environmental Review Documents](http://www.sfplanning.org/Modules/ShowDocument.aspx?documentid=3771). Online at <http://www.sfplanning.org/Modules/ShowDocument.aspx?documentid=3771> [Accessed April 27, 2011].

from the Consultant Guidelines must be approved in advance by the Planning Department. Further, all documents shall be consistent with the SFMTA Style Guide.

For all tasks identified above, all materials intended to be posted on the SFMTA website or provided to the SFMTA Board of Directors must also be Federal Section 508 compliant (accessible for all users), including but not limited to descriptions of all graphics in text format and all information usable with common screen reading software. The City and County of San Francisco recognizes its obligation under the Americans with Disabilities Act (ADA) and other disability civil rights laws to provide equal access to all City and County programs and activities. On January 21st, 2005, the City's Board of Supervisors adopted Resolution #2005-1 in support of a motion passed by the Disability Council in support of the DT Web Site Accessibility standards. This resolution called for the City to adopt the DT Web Site Accessibility recommendations as the single, applicable accessibility standard for all Web sites operated by all Departments and Subdivisions of the City and County. [View the enhanced Web Accessibility Standards & Guidelines online at http://www6.sfgov.org/index.aspx?page=76.](http://www6.sfgov.org/index.aspx?page=76) Environmental documents and notices published for public use for this project shall follow these standards and guidelines, with assistance of experienced SFMTA staff when needed.

Deliverable 11a: Coordinate and attend bi-monthly (approximately every two weeks) environmental team project meetings;

Deliverable 11b: Attend milestone meetings with SFMTA management;

Deliverable 11c: Prepare and maintain notes from meetings;

Deliverable 11d: Prepare presentation materials for milestone meetings;

Deliverable 11e: Prepare and maintain quarterly status reports describing work completed by Task

Deliverable 11f: Provide web content, environmental documents, and notices that are Federal Section 508 compliant.

The following tasks comprise Phase 2 of the TEP EIR (Tasks 12-18). These are as needed with deliverables and budget to be determined between the city and contractor upon task initiation.

TASK 12: AS-NEEDED PREPARATION FOR AND PARTICIPATION IN HEARINGS OF AN APPEAL OF THE FINAL EIR

If the Final EIR is appealed, the Contractor may be requested to prepare an Appeal Response. The Contractor would attend public hearings of an appeal of the Final EIR before the San Francisco Board of Supervisors (BOS), if necessary. The Contractor would be responsible for distributing up to 100 hard copies and up to 75 CDs of the Final Appeal Response document.

Deliverable 12a (as needed): Draft 1 of the Appeal Response;

Deliverable 12b (as needed): Draft 2 of the Appeal Response;

Deliverable 12c (as needed): Screencheck of the Appeal Response;

Deliverable 12d (as needed): Final BOS Appeal Response; and
Deliverable 12e (as needed): Attendance and participation in hearings regarding an appeal of the Final EIR.

TASK 13: AS-NEEDED TTRP MIRCOSIMULATION

For up to two sample corridor segments, a microsimulation traffic model may be developed to examine benefits and impacts of TTRP proposals. This task would model existing conditions as well as the lower- and upper-bound alternatives for these corridor segments, and gather data on measures of effectiveness. One corridor would be selected for visualizations.

Deliverable 13a (as needed): Technical memorandum documenting the process that will be used to validate and calibrate the existing year model, including the calibration metrics.

Deliverable 13b (as needed): PM Peak Simulation Models of existing and up to two alternatives for up to two TTRP Corridor Segments

Deliverable 13c (as needed): Simulation model runs in consultation with City

Deliverable 13d (as needed): Memo summarizing analysis of Simulation Measures of Effectiveness

Deliverable 13e (as needed): Visualization of existing and alternatives using movies and static images of one TTRP Corridor segment.

TASK 14: AS-NEEDED PILOT PROJECT EVALUATION

It is anticipated that TEP pilot projects may be developed and implemented for limited trial periods as permitted by CEQA during the time frame of the environmental review for some of the TEP proposals or elements therein. Data collection and analysis shall be completed in conjunction with SFMTA and City Planning staff. The Contractor shall complete a memorandum analyzing key findings and advise stakeholders of how the pilot should inform the TIS conducted for this environmental review process. Up to four pilot projects may be implemented.

To the extent that the pilot projects are identified at the same time, they may be addressed together. However, the deliverables needed for different pilot projects may not be concurrent.

Deliverable 14a (as needed): Draft memorandum of pilot project evaluation

Deliverable 14b (as needed): Final memorandum of pilot project evaluation

TASK 15: AS-NEEDED ADDITIONAL TECHNICAL STUDIES

At the direction of the Planning Department and in accordance with the findings of the Initial Study, the Contractor shall prepare any additional necessary technical studies to

support the TEP environmental review, such as but not limited to an Archeological Report, or an Historic Resource Evaluation Report.

Deliverable 15 (as needed): Drafts and Final Technical Studies to be determined based on input from the Planning Department and on the findings of the Initial Study.

TASK 16: AS-NEEDED ADDITIONAL DRAFT EIR ALTERNATIVE

Based on the results of the analysis, it may be necessary to develop other alternatives, or to modify the alternatives described in Task 6 above, in order to address potentially significant environmental impacts identified through the analysis for both programmatic and project level proposals. This optional task would provide for development and analysis of an additional alternative for the Draft EIR. It is assumed that the additional alternative will not be analyzed at the same level of detail as the upper and lower bound for the TTRP and capital improvements; no new model runs will be performed and no new quantification of air quality impacts will be prepared; but that some technical transportation analysis will be provided for up to two corridors and a qualitative discussion of other impacts of the added alternative will be provided for the Draft EIR. A separate memorandum discussing the approach and results of any transportation analysis will be included.

Deliverable 16a (as needed): Draft memorandum describing the additional alternative with the results of any transportation analysis included.

Deliverable 16b (as needed): Final memorandum describing the additional alternative and the results of any transportation analysis included.

TASK 17: AS-NEEDED COMPLIANCE WITH NEPA

It is anticipated that the TEP will require preparation of an Environmental Impact Report pursuant to CEQA; however, the level of NEPA review is likely to vary by project or project group. The NEPA document for each project or project group may range from a Categorical Exclusion to an Environmental Assessment (EA) with Finding of No Significant Impact (FONSI) to an Environmental Impact Statement (EIS). The approach for compliance with NEPA will be a two step process with Step 1 to provide strategies for NEPA compliance, and Step 2 to prepare NEPA documents, as required. Step 1 will inform the subsequent tasks in Step 2, as required. Proposals that may be subject to the requirements of NEPA are indicated in Table B. In Step 1, the Contractor and the Planning Department will develop a strategy for NEPA compliance and consult with the applicable federal agencies to determine the appropriate level of environmental review under NEPA.

Table B. Projects to be cleared for NEPA

TTRP.30_1: Stockton St and Kearny St (30, 45)

TTRP.30_2: North Point St and Columbus Av (30)

TTRP.9_2: San Bruno Av (8X, 8AX, 9)

TTRP.N_1: Irving St and Carl St (N)
TTRP.14_2: Inner Mission St (14, 14L, 14X) RI5
TTRP.14_3: Outer Mission St (14, 14L, 14X)
TTRP.28_2: 19th Av Richmond-Sunset Districts (28, 28L)
TTRP.M_28: 19th Av-Stonestown/SFSU (M, 28)
TTRP.14_1: Mission St east of Van Ness (14, 14L, 14X)
TTRP.8X_1: Geneva (8X, 43, 54, 29, 8BX)
TTRP.5_1: Fulton St and McAllister (5)
TTPI.1: Van Ness & North Point Hub & Bus Terminal
TTPI.7: Lyon/Richardson Bus Stop - Transfer Point
OWE.1: New Overhead Wiring - Reroute 33 on to Valencia
OWE.2: Bypass Wires at Various Terminal Locations
OWE.3: New Overhead Wiring - 6 Parnassus on Stanyan St.
OWE.4: 5 Limited/Local Bypass Wires
OWE.5: 22 Fillmore Extension to Mission Bay

TEP implementation will span a ten-year period. For TEP proposals being analyzed at the programmatic level, it is uncertain at this time whether environmental review pursuant to NEPA would be required. As part of this environmental review process, the consultant shall prepare a NEPA strategy for how to evaluate the programmatic corridors when they proceed to project level clearance. It is envisioned that this strategy document would be a general resource and would be based on the NEPA compliance conducted for the project level proposals.

Where possible, the requirements for environmental review of TEP pursuant to NEPA will be conducted jointly with the requirements for CEQA, depending on timing and strategies established. It is expected that the analysis conducted for the TEP background technical studies will inform any environmental documents published pursuant to NEPA.

Step 1: Strategies for NEPA Compliance

The deliverables of Step 1 of this Task will be directed by the results of consultation conducted by the Contractor, the Planning Department, and SFMTA with applicable federal agencies. SFMTA, the Planning Department and the Contractor will hold up to two (2) meetings to discuss reasonable approaches to grouping TEP projects for NEPA clearance. SFMTA, the Planning Department and the Contractor will conduct up to four (4) meetings with up to two federal agencies to present the TEP projects to be cleared for NEPA, obtain direction from the federal agencies regarding the appropriateness of the groupings, the expected level of NEPA review, and the level of detail of analyses expected. Based on these meetings, the Contractor will prepare draft and final memoranda discussing a strategy for NEPA compliance, including identification of the applicable federal agency for each project or group of projects, and the level of environmental review anticipated and level of detail of required analyses. Step 1 is anticipated to be completed early within the timeline for the environmental review process

Deliverable 17a: Draft Strategy for NEPA compliance including a matrix that identifies the projects from Table B that would require NEPA review, including identification of applicable federal agency, and preliminary assessment of the level of environmental review anticipated based on consultation with the applicable federal agency.

Deliverable 17b: Final Strategy for NEPA compliance including matrix that identifies the projects from Table B that would require NEPA review, including identification of applicable federal agency and preliminary assessment of the level of environmental review anticipated based on consultation with the applicable federal agency.

Deliverable 17c: Coordination and participation in up to four meetings in consultation with applicable federal agency or agencies to determine approach, scope and schedule for NEPA compliance.

Step 2: Conduct NEPA Analysis and Documentation

For Step 2, the Contractor should be prepared to work with the Planning Department and the applicable federal agency to draft and issue separate NEPA documents as informed by the requirements of the applicable federal agency and that agency's specific input.

The Work Plan and Deliverables required for Step 2 of this optional task will be determined upon completion of Step 1, but this task anticipates the preparation and publication of documents to comply with NEPA.

TASK 18: AS-NEEDED OUTREACH, ENGINEERING AND ENVIRONMENTAL SUPPORT

The Contractor shall conduct consulting services as requested by the TEP Program Manager to support the timely implementation of the TEP proposals. Work will include, but not be limited to, outreach, engineering and environmental support as needed during the contract.

2. Reports

Contractor shall submit written reports as requested by the SFMTA. Format for the content of such reports shall be determined by the SFMTA. 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, Contractor's liaison with the SFMTA will be Trinh Nguyen.

**P-500 Appendix B
Calculation of Charges**

In accordance with this Agreement, the Contractor's total compensation under this Agreement is detailed below, inclusive of all costs required to complete all work specified in Appendix A. In no event shall the total costs under this Agreement exceed the amount provided in Section 5 of this Agreement.

TABLE 1. CALCULATION OF CHARGES

Task	Phase	Task Description	Task Cost
Task 1	1	Project Kick-off Meetings, Information Review and Project Work Plan	\$26,037
Task 2	1	Public Project Scoping Meeting and NOP	\$63,959
Task 3	1	Initial Study	\$143,751
Task 4	2	Transportation Impact Study	\$315,950
Task 5	3	Air Quality Impact Study	\$72,320
Task 6	3	Alternatives Development and Analysis	\$42,733
Task 7	3	Draft EIR	\$239,312
Task 8	4	Response to Comments	\$122,846
Task 9	4	Preparation for and Participation in Hearing of Final EIR	\$28,657
Task 10	4	Final EIR Document	\$26,648
Task 11	4	Administration	\$170,884
Subtotal Tasks 1-11			\$1,253,097
Task 12	As Needed	<i>As Needed EIR Appeal</i>	
Task 13	As Needed	<i>As Needed TTRP Microsimulation</i>	
Task 14	As Needed	<i>As Needed Pilot Project Evaluation</i>	
Task 15	As Needed	<i>As Needed Additional Technical Studies</i>	
Task 16	As Needed	<i>As Needed Additional DEIR Alternative</i>	
Task 17	As Needed	<i>As Needed Compliance with NEPA</i>	
Task 18	As Needed	<i>As Needed Outreach, Engineering and Environmental Support</i>	
Subtotal Tasks 12-18			\$746,903
Total Tasks 1-18			\$2,000,000

No mark-up on the either labor or expenses is allowed in this contract.

TABLE 2 . NEGOTIATED BILLING RATES

Name/ Title	Firm	Rate
B. Sahn Project Manager	Turnstone Consulting (LBE/WBE)	\$210
D. Pittman Senior Planner V	Turnstone Consulting (LBE/WBE)	\$190
M. Kometani, M. Li Senior Planner II	Turnstone Consulting (LBE/WBE)	\$180
E. Dupre, P. Mye Staff Planner	Turnstone Consulting (LBE/WBE)	\$150
Staff Scientist (TBD)	Turnstone Consulting (LBE/WBE)	\$150
J. Barlow Senior Planner I	Turnstone Consulting (LBE/WBE)	\$175
E. Haines Research Editor	Turnstone Consulting (LBE/WBE)	\$140
Project Planner (TBD)	Turnstone Consulting (LBE/WBE)	\$125
J. Clark Project coordinator	Turnstone Consulting (LBE/WBE)	\$115
Project Assistant (TBD)	Turnstone Consulting (LBE/WBE)	\$95
C. Mitchell Principal Engineer	Fehr & Peers	\$201
E. Womeldorff Sr. Engineer/Planner	Fehr & Peers	\$133
N. Foletta Engineer/Planner	Fehr & Peers	\$99
W. Tam Engineer/Planner	Fehr & Peers	\$91
L. Wood Sr. Eng. Tech.	Fehr & Peers	\$107
Various Document Production, Records Maintenance	Fehr & Peers	\$81
L. Wycnyckyj, Transportation Planner (Principal)	LCW Consulting (LBE/WBE)	\$180
B. Abelli-Amen Principal/Senior Hydrogeologist	Baseline	\$160
J. McCarty Senior Engineer	Baseline	\$150
Various Word Processing	Baseline	\$90
Various Clerical	Baseline	\$85

Name/ Title	Firm	Rate
Sheila McElroy Senior Analyst (Principal)	Circa (LBE/WBE)	\$130
Historian and Technical (TBD)	Circa (LBE/WBE)	\$95
Y. Kawaguchi Cartographer (Principal)	Yuki Kawaguchi (LBE/MBE)	\$119
R. Teitel Senior Associate	Yuki Kawaguchi (LBE/MBE)	\$91
L. Fromm Editor (Principal)	Eagle Eye (LBE)	\$120
B. Vahey Word Processor	Eagle Eye (LBE)	\$60
K. Chandiok Owner, Word Processor	ASAP (WBE)	\$50
Ray Leung Manager/Coordinator	Direct Mail (LBE/MBE)	\$75
J. Ou/R. Bayquen Computer Programmer	Direct Mail (LBE/MBE)	\$65

Payment Requests, including invoices, project status reports and copies of all associated HRC forms should be sent to:

TEP Project Manager
Transit Division
San Francisco Municipal Transportation Agency
1 South Van Ness Ave, 7th Floor
San Francisco, CA 94102

Retention

Five percent (5%) of each task amount shall be withheld from the payment of each invoice and retained by the City pending the City’s determination that the Contractor has completed all tasks within the project’s phase. Once all tasks within each phase are complete to the City’s satisfaction, the Contractor may request and the City shall release the retention for those tasks at the end of the last task of that phase. Tasks by phases are as follows:

- Phase 1: Tasks 1 - 3
- Phase 2: Task 4
- Phase 3: Task 5 - 7
- Phase 4: Task 8 - 11

Appendix C
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
TASK ORDER FORM

Contract Title: _____ **Contract No.:** _____

Project Title: _____ **Project No.:** _____

TASK ORDER DESCRIPTION

Task Title		
<input type="checkbox"/> New Task Order <input type="checkbox"/> Revised Task Order		
Work to be Performed		
Schedule		
START DATE:	ESTIMATED COMPLETION DATE:	
Budget Amount: \$	Index Code:	
Deliverables		
Descriptions	Date Requested	Quantity
APPROVALS		
<p style="text-align: center;">Approved _____ Date: _____</p> <p style="text-align: center;">TEP Program Manager</p>		
<p style="text-align: center;">Approved _____ Date: _____</p> <p style="text-align: center;">SFMTA Director of Transit</p>		