

STAFF REPORT FOR CALENDAR ITEM NO.: 9
FOR THE MEETING OF: November 19, 2012

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorize the Executive Director to execute a Professional Services Agreement between the Transbay Joint Powers Authority (TJPA) and AECOM Technical Services, Inc. (AECOM) to provide Supplemental Environmental Impact Statement/Environmental Impact Report (SEIS/EIR) Preparation Services for the Transbay Transit Center Program (Program), for an amount of \$1,300,000 and a two-year term, with an option to extend the term for an additional two years.

EXPLANATION:

The TJPA sought proposals from qualified individuals and/or firms to prepare a SEIS/EIR, including a New Starts Alternatives Analysis (AA) chapter, for Phase 2 of the Transbay Program.

The SEIS/EIR will be supplemental to the March 2004 Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (Transbay Program) Final Environmental Impact Statement/Environmental Impact Report (2004 FEIS/EIR) and will address refinements in the Phase 2 Transbay Program elements, including changes to the Caltrain Downtown Extension (DTX) tunnel curvature, and the extension of rail levels of the Transbay Transit Center (TTC) to accommodate high-speed rail (HSR) requirements, and other changes or new information. The 2004 FEIS/EIR was certified by the predecessor agencies to the TJPA, and a Record of Decision (ROD) for the 2004 FEIS/EIR was signed in 2005 by the Federal Transit Administration (FTA). In 2010, the Federal Railroad Administration (FRA) published a ROD adopting those portions of the 2004 FEIS/EIR dealing with Phase 1 of the Transbay Program (the TTC) as it relates to FRA funding of the train box in Phase 1. The upcoming SEIS/EIR will evaluate potential new or increased environmental impacts that may result from changes in Phase 2 of the Transbay Program, changes in circumstances, and new information, as required by the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

The TJPA will be the lead agency for purposes of compliance with CEQA. The FTA will be the lead federal agency for purposes of compliance with NEPA, and the FRA will be a cooperating agency pursuant to 40 CFR Section 1501.6. The outcome of this work will be CEQA and NEPA clearance for changes to Phase 2, which will involve certification of the SEIR by the TJPA, adoption of RODs by FTA and FRA, and completion of a focused New Starts Alternatives Analysis as part of the SEIS.

The TJPA thus sought qualified firms with expertise in preparing alternatives analyses and joint EIS/EIRs. A Request for Proposals (RFP) was advertised on August 23, 2012. Notices advising potential proposers of the RFP were sent to 278 contacts from a compiled list from the San Francisco Human Rights Commission, California Department of General Services and the California Unified Certification Program; as well as our internal list of 499 self-identified firms requesting to receive information from the TJPA on all Professional Services RFPs.

On September 28, 2012, the TJPA received one proposal in response to the RFP. Following the receipt of the single proposal from AECOM, the TJPA reviewed its process to confirm that appropriate efforts were taken to promote full and open competition, in accordance with FTA Circular C 4220.1F. The work scope specified in the proposal was reviewed, and it was determined that it was not restrictive and promoted full and open competition.

A selection committee of TJPA staff, legal counsel and a Parsons representative evaluated and interviewed AECOM and determined that the firm was responsive and qualified to provide the services. Based on the selection committee's recommendation, staff negotiated a contract with AECOM and the firm has signed the contract. The contract is for a maximum of \$1,300,000 and a term not to exceed two years, with an option to extend the term for an additional two years by mutual agreement of the parties.

There are ten specific tasks of work, as follows:

- Task 1. Project Management and Coordination
- Task 2. Preliminary Project Description
- Task 3. Technical Reports
- Task 4. Scoping
- Task 5. First Administrative SEIS/EIR
- Task 6. Screen Check Draft SEIS/EIR for FTA, FRA, and TJPA Review
- Task 7. Public Draft SEIS/EIR
- Task 8. Final SEIS/EIR
- Task 9. Mitigation Monitoring and Reporting Program
- Task 10. EIR Certification

All work under the agreement shall be compensated on an hourly basis, subject to any maximum price set forth in a particular NTP. The total compensation under this agreement will not exceed \$1,300,000, and includes a breakdown of estimated compensation by task for facilitate progress monitoring.

The RFP included a 20 percent SBE goal, which AECOM is committed to meeting. The agreement includes a 20.8 percent SBE participation requirement. The following subcontractors were submitted with the proposal and will be working on this contract:

Aetypic, Inc.	DBE
BioMaAS, Inc.	DBE
Daniller Consulting, Inc.	DBE
Terry Hayes Associates Inc.	DBE
Transportation Analytics	DBE
WRECO	DBE
Seifel Consulting Inc.	SBE
Square One Productions	SBE
Resource Systems Group, Inc.	
William Self Associates, Inc.	

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the Executive Director to execute a Professional Services Agreement with AECOM for an amount not to exceed \$1,300,000 to provide Supplemental Environmental Impact Statement/Environmental Impact Report Preparation Services for a two-year term, with an option to extend the term for an additional two years.

ENCLOSURES:

- 1. Resolution
- 2. Agreement No.12-04-SEIS-000
- 3. Selection Committee Report

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The Transbay Joint Powers Authority (TJPA) is a joint powers agency organized and existing under the laws of the State of California; and

WHEREAS, Pursuant to the Joint Powers Agreement creating the TJPA, dated April 4, 2001, the TJPA has the authority to, among other things, make and enter into contracts and exercise all powers necessary and proper to carry out the provisions of the Joint Powers Agreement; and

WHEREAS, On August 23, 2012, the TJPA issued a Request for Proposals (RFP) No. 12-04 for Supplemental Environmental Impact Statement/Environmental Impact Report (SEIS/EIR) Preparation Services for a consultant to prepare an SEIS/EIR, including an Alternative Analysis chapter, for Phase 2 of the Transbay Program; and

WHEREAS, On September 28, 2012, the TJPA received one proposal in response to the RFP, and a Selection Committee evaluated the proposal for technical merit; and

WHEREAS, The Selection Committee found the proposal submitted by AECOM Technical Services, Inc. to be responsive to the RFP and that the proposer is well qualified to perform the scope of services in a cost-effective manner; and

WHEREAS, Proposed changes in Phase 2 of the Transbay Program, along with changes in circumstances and new information, will require the TJPA, FTA and FRA to evaluate potential new or increased environmental impacts pursuant to the National Environmental Policy Act and the California Environmental Quality Act, which will involve preparation of the SEIS/EIR, certification of the SEIR by the TJPA, adoption of RODs by FTA and FRA, and completion of a focused New Starts Alternatives Analysis as part of the SEIS; and

WHEREAS, The AECOM Technical Services, Inc. proposal addresses all of the tasks necessary to comply with and gain clearance for Phase 2 of the Transbay Program; and

WHEREAS, TJPA staff has negotiated an agreement with AECOM Technical Services, Inc. for a term of two years, with an option to extend the term for an additional two years, at a cost not to exceed \$1,300,000; now, therefore, be it

RESOLVED, That the TJPA Board of Directors authorizes the Executive Director to execute an agreement for Supplemental Environmental Impact Statement/Environmental Impact Report Services with AECOM Technical Services, Inc., in the amount of \$1,300,000 for a period of two years, with the option to extend the term for an additional two years.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of November 19, 2012.

Secretary, Transbay Joint Powers Authority

SUPPLEMENTAL EIS/EIR PREPARATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the _____ day of _____ 2012, by and between the TRANSBAY JOINT POWERS AUTHORITY ("TJPA") and AECOM Technical Services, Inc. ("Contractor").

Recitals

A. The TJPA requires Supplemental Environmental Impact Statement/Environmental Impact Report ("SEIS/EIR") Services ("Services") for the Transbay Transit Center Program ("Program").

B. The Contractor submitted a written proposal ("Proposal") in response to the TJPA's Request for Proposals ("RFP"). Based on that Proposal, the TJPA's selection committee determined the Contractor to be the highest-ranked respondent to the RFP and the TJPA invited the Contractor for exclusive negotiations. This Agreement is the product of those negotiations.

C. The Contractor represents and warrants that it is qualified to perform the Services required by this Agreement as set forth in Appendix B ("Scope of Services").

D. The TJPA and the Contractor intend that this Agreement comply with the regulations of the United States Department of Transportation ("USDOT") and certain contracting requirements of the City and County of San Francisco (the "City").

E. On _____, 2012, the TJPA Board of Directors adopted Resolution No. _____ authorizing the TJPA's Executive Director to execute this Agreement with the Contractor for the Services.

Now, THEREFORE, the parties agree as follows:

1. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

Charges under this Agreement will accrue only after prior written authorization certified by the TJPA's Chief Financial Officer. The amount of the TJPA'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 the TJPA 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 fiscal year for which funds are appropriated.

The TJPA has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or Program costs. The TJPA's budget decisions are subject to the discretion of the TJPA Board of Directors. The 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 for a period not to exceed two years from the Effective Date of the Agreement, as described in Section 3 below, provided that (i) the TJPA shall have the right to extend this Agreement for an additional two years by providing to the Contractor written notice of such extension on or before the expiration of this Agreement, and (ii) any such extension shall

be subject to and conditioned upon the written agreement of the Contractor and the approval of such extension by resolution adopted by the TJPA Board of Directors.

3. Effective Date of Agreement

This Agreement shall become effective when the Chief Financial Officer has certified to the availability of funds for the first notice to proceed ("NTP") and the Contractor has been notified in writing via an NTP.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services listed in Appendix B, Scope of Services, attached hereto and incorporated by reference as though fully set forth within. Each NTP shall relate to a specified part of the services, and a not-to-exceed maximum price under that NTP. No NTP can be amended, except in writing and signed by an authorized representative of the TJPA.

To minimize the potential for a conflict of interest or unfair competitive advantage, the Contractor agrees that it shall not enter into a contract with any property owner with respect to any property that is planned for acquisition by the TJPA on Appendix A attached hereto, and any properties that are subsequently added to this list.

5. Compensation

All work under this Agreement shall be compensated on an hourly basis, subject to any maximum price set forth in a particular NTP. In no event shall the total compensation under this Agreement exceed One Million, Three Hundred Thousand Dollars (\$1,300,000). The breakdown of the Contractor's fees appears in Appendix C, "Fees".

Hourly rates for services are to remain fixed during the entire contract period, including any option periods, except for reasonable cost of living increases approved by TJPA.

No charges shall be incurred under this Agreement nor shall any payments become due to the Contractor until the Services required under this Agreement are received from Contractor and approved by the Executive Director as being in accordance with this Agreement. The TJPA may withhold payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

6. Guaranteed Maximum Costs

a. The TJPA's obligation hereunder shall not at any time exceed the amount certified by the Chief Financial Officer for the purpose and period stated in such certification, or the maximum price set forth in an NTP with respect to the work covered under that NTP.

b. Except as may be provided by laws governing emergency procedures, officers and employees of the TJPA are not authorized to request, and the TJPA is not required to reimburse the Contractor for, commodities or services in excess of the price set forth in an NTP and in excess of the total compensation under this Agreement as stated in Section 5, unless the changed scope is authorized by written amendment and approved as required by law.

c. Officers and employees of the TJPA are not authorized to offer or promise, nor is the TJPA required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract or NTP is certified without certification of the additional amount by the Chief Financial Officer.

d. The Chief Financial Officer is not authorized to make payments on any contract or NTP for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment

Invoices furnished by the Contractor under this Agreement must be in a form acceptable to the TJPA and must include a unique invoice number. Invoices shall include the first and last day of a calendar month and be submitted within thirty (30) days of the end of said calendar month. Contractor must submit required DBE/SBE Progress Payment Reports with every invoice. All amounts paid to the Contractor shall be subject to audit by the TJPA.

The TJPA shall make payment to the 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 Chapter 6, Article V, any Contractor, subcontractor, or consultant who submits a false claim shall be liable to the TJPA for three times the amount of damages which the TJPA sustains because of the false claim, plus a civil penalty of up to \$10,000, and other damages as provided by statute. A Contractor, subcontractor or consultant will be deemed to have submitted a false claim to the TJPA if the Contractor, subcontractor or consultant (a) knowingly presents or causes to be presented to an officer or employee of the TJPA 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 TJPA; (c) conspires to defraud the TJPA by getting a false claim allowed or paid by the TJPA; (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 TJPA; or (e) is a beneficiary of an inadvertent submission of a false claim to the TJPA, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the TJPA within a reasonable time after discovery of the false claim.

9. Disallowance

If Contractor claims or receives payment from the TJPA for a service, reimbursement for which is later disallowed by the State of California or United States Government, the Contractor shall promptly refund the disallowed amount to the TJPA upon the TJPA's request. At its option, the TJPA may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.

By executing this Agreement, the Contractor certifies that the Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. The Contractor acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

10. Taxes

Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by the TJPA, or the receipt thereof by the Contractor, shall in no way lessen the liability of the Contractor to correct or revise unsatisfactory work, even though the unsatisfactory character of such work may not have been apparent or detected at the time such payment was made.

12. Qualified Personnel

The Contractor represents and warrants to the TJPA that the Contractor is qualified to perform the services as contemplated by this Agreement. The Contractor further represents and warrants to the TJPA that it has all required licenses and approvals to perform the work contemplated by this Agreement, and that all work performed under this Agreement shall be performed only by personnel under the supervision and in the employment of the Contractor. All personnel engaged in the work shall be fully qualified and shall be authorized, licensed and certified under state and local law to perform such work if authorization, licensing or certification is required. The persons performing professional services under this Agreement on behalf of the Contractor are shown in Appendix D attached hereto, and shall not be changed or substituted without the prior written consent of the TJPA, but all personnel, including those assigned at the TJPA's request, must be supervised by the Contractor. The Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

The TJPA 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 the TJPA.

14. Independent Contractor, Payment of Taxes and Other Expenses

a. Independent Contractor

The 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 the TJPA under this Agreement. The Contractor or any agent or employee of the Contractor shall not have employee status with the TJPA, nor be entitled to participate in any plans, arrangements, or distributions by the TJPA pertaining to or in connection with any retirement, health or other benefits that the TJPA may offer its employees. The Contractor or any agent or employee of the Contractor is liable for the acts and omissions of itself, its employees and its agents. The Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, Federal Insurance Contributions Act (FICA), income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to the Contractor's performing services and work, or any agent or employee of the Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or joint venture relationship between the TJPA and the Contractor.

Any terms in this Agreement referring to direction from the TJPA shall be construed as providing for direction as to policy and the result of the Contractor's work only, and not as to the means by which such a result is obtained.

b. Payment of Taxes and Other Expenses

Should the TJPA, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that the 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 the Contractor which can be applied against this liability). The TJPA shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by the Contractor for the TJPA, upon notification of such fact by the TJPA, the Contractor shall promptly remit such amount due or arrange with the TJPA to have the amount due withheld from future payments to the Contractor under this Agreement (again, offsetting any amounts already paid by the 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, The Contractor shall not be considered an employee of the TJPA. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that the Contractor is an employee for any other purpose, then the Contractor agrees to a reduction in the TJPA's financial liability so that the TJPA's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that the Contractor was not an employee.

15. Insurance

a. Without in any way limiting the Contractor's other indemnification obligations under this Agreement, the Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages.

(1) If required under California law, Worker's 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) Business 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; and

(4) Professional Liability Insurance 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 Business Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the TJPA, its members, directors, 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. All policies shall be endorsed to provide thirty (30) days' advance written notice to the TJPA of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the address specified in the Section entitled "Notices to the Parties".

d. Should any of the required insurance be provided under a claims-made form, the Contractor shall maintain such coverage continuously throughout the term of this Agreement, and without lapse, for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should occurrences during the agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. 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 are included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

f. Should any required insurance lapse during the term of this Agreement, requests for

payment originating after such lapse shall not be processed until the TJPA receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the TJPA may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, the Contractor shall do the following: (a) furnish to the TJPA certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VII or higher, that are authorized to do business in the State of California, and that are satisfactory to the TJPA, in form evidencing all coverages set forth above, and (b) furnish complete copies of policies promptly upon TJPA request. Failure to maintain insurance shall constitute a material breach of this Agreement.

h. Approval of the insurance by the TJPA shall not relieve or decrease the liability of the Contractor under this Agreement.

16. Indemnification

Contractor shall indemnify and save harmless the TJPA and its officers, directors, agents and employees from, and if requested shall defend them against, any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of the Contractor or loss of or damage to property, arising directly or indirectly from the Contractor's performance of this Agreement, including, but not limited to, the Contractor's use of facilities or equipment provided by the TJPA or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on the TJPA, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the TJPA and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and the TJPA's costs of investigating any claims against the TJPA.

In addition to the Contractor's obligation to indemnify the TJPA, the Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the TJPA from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Contractor by the TJPA and continues at all times thereafter. The Contractor shall have the exclusive right to select and retain attorneys to defend against such indemnified claims (subject to the reasonable approval of the TJPA) and the TJPA shall cooperate with the Contractor and its attorneys, at no cost to the TJPA.

The Contractor shall indemnify and hold the TJPA harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by the TJPA, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages to the TJPA 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 the TJPA may have under applicable law to seek a defense, indemnity, or damages for such acts or omissions.

18. Liability of TJPA

The TJPA's monetary obligations under this agreement shall be limited to the payment of the compensation provided for in the Section of this Agreement entitled "Compensation". Notwithstanding any other provision of this Agreement, in no event shall the TJPA 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. Reserved

20. Default; Remedies

a. 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: Payment; Submitting False Claims, Monetary Penalties; Taxes; Insurance; Proprietary or Confidential Information of TJPA; Protection of Private Information; Assignment; Drug-Free Workplace; Compliance With Laws; USDOT Requirements.

(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 (10) days after written notice thereof from TJPA to Contractor.

(3) The 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 the Contractor or of any substantial part of the 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 the 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 the Contractor.

b. On and after any Event of Default, the TJPA 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, the TJPA shall have the right (but no obligation) to cure (or cause to be cured) on behalf of the Contractor any Event of Default; the Contractor shall pay to the TJPA on demand all costs and expenses incurred by the TJPA in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The TJPA shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between the TJPA and the Contractor all damages, losses, costs or expenses incurred by the TJPA as a result of such Event of Default and any liquidated damages due from the Contractor pursuant to the terms of this Agreement or any other agreement.

c. 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. The TJPA shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience when it is in the TJPA's best interest, which best interest shall be determined at the TJPA's sole discretion. The TJPA shall exercise this option by giving the Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

b. Upon receipt of the notice, the Contractor shall commence and perform, with diligence, all actions necessary on the part of the Contractor to effect the termination of this Agreement on the date specified by the TJPA and to minimize the liability of the Contractor and the TJPA to third parties as a result of termination. All such actions shall be subject to the prior approval of the TJPA. 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 the TJPA.

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

(3) Terminating all existing orders and subcontracts.

(4) At the TJPA's direction, assigning to the TJPA any or all of the Contractor's right, title and interest under the orders and subcontracts terminated. Upon such assignment, the TJPA 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 the TJPA'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 the TJPA designates to be completed prior to the date of termination specified by the TJPA.

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

c. Within thirty (30) days after the specified termination date, the Contractor shall submit to the TJPA an invoice, which shall set forth the reasonable cost to the Contractor for all services and other work the TJPA directed the Contractor to perform prior to the specified termination date, for which services or work the TJPA has not already tendered payment. The costs shall be determined as provided in Section 5, and shall be invoiced as provided in Section 7. The Contractor may also recover the reasonable cost of preparing the invoice.

d. In no event shall the TJPA be liable for costs incurred by the Contractor or any of its subcontractors after the termination date specified by the TJPA, 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 the Contractor under this Section, the TJPA may deduct (1) all payments previously made by the TJPA for work or other services covered by the Contractor's final invoice; (2) any claim which the TJPA may have against the 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 TJPA, 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 the TJPA's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.

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

22. Rights and Duties Upon Termination or Expiration

a. This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: Submitting False Claims, Monetary Penalties; Disallowance; Taxes; Payment Does Not Imply Acceptance of Work; Responsibility for Equipment; Independent Contractor, Payment of Taxes and Other Expenses; Insurance; Indemnification; Incidental and Consequential Damages; Liability of TJPA; Proprietary or Confidential Information of TJPA; Protection of Private Information; Notices to the Parties; Ownership of Results; Works for Hire; Audit and Inspection of Records; Non-Waiver of Rights; Limitations on Contributions; Modification of Agreement; Administrative Remedy for Agreement Interpretation; Agreement Made in California, Venue; Construction; Entire Agreement; Severability; USDOT Requirements; Prompt Payment of Subcontractors.

b. Subject to the immediately preceding subsection (a), 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. The Contractor shall transfer title to the TJPA, and deliver in the manner, at the times, and to the extent, if any, directed by the TJPA, 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 the TJPA. This subsection shall survive termination of this Agreement.

23. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, email, or fax, and shall be addressed as follows:

To TJPA: Ms. Maria Ayerdi-Kaplan, Executive Director
Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105
(415) 597-4615 fax
MAyerdi-Kaplan@TransbayCenter.org

To Contractor: Ms. Marcia Tobin
AECOM Technical Services, Inc.
150 Chestnut Street
San Francisco, CA 94111
(415) 788-4875 fax
Marcia.Tobin@aecom.com

Any notice of default must be sent by registered mail.

24. Proprietary or Confidential Information of the TJPA

The Contractor understands and agrees that, in the performance of the work or services under the Agreement or in contemplation thereof, the Contractor may have access to private or confidential information which may be owned or controlled by the TJPA and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the TJPA. The Contractor agrees that all information disclosed by the TJPA to the Contractor shall be held in confidence and used only in performance of this Agreement. The 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. Protection of Private Information

The Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, the Contractor agrees to all of the following:

a. Neither the Contractor nor any of its subcontractors shall disclose Private Information obtained from the TJPA or the City in the performance of this Agreement to any other subcontractor, person, or other entity, unless one of the following is true.

- (i) The disclosure is authorized by this Agreement;
- (ii) The Contractor received advance written approval from the TJPA to disclose the information; or
- (iii) The disclosure is required by law or judicial order.

b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by the TJPA shall be in accordance with any conditions or restrictions stated in the approval.

c. Private Information shall mean any information that (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives or (2) the law forbids any person from disclosing.

d. Any failure of the Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the TJPA may terminate this Agreement, debar Contractor, or bring a false claim action against the Contractor.

26. News Releases/Interviews

All Contractor news releases, media interviews, testimony at hearings and public comment relating to the Transbay Transit Center Program shall be prohibited unless expressly authorized by the TJPA.

27. Ownership of Results

Any interest of the Contractor or its subcontractors, in drawings, plans, specifications, blueprints,

studies, reports, memoranda, computation sheets, computer files and media, or other documents prepared by the Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to the TJPA. However, the Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

28. Works for Hire

If, in connection with services performed under this Agreement, the Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, 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 TJPA. If it is ever determined that any works created by the Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, the Contractor hereby assigns all copyrights to such works to the TJPA, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the TJPA, the Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

29. Audit and Inspection of Records

The Contractor agrees to maintain and make available to the TJPA, during regular business hours, accurate books and accounting records relating to its work under this Agreement. The Contractor will permit the TJPA 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. The 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 governmental agency having an interest in the subject of this Agreement shall have the same rights conferred upon the TJPA by this Section.

30. San Francisco Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), the Contractors' bids, responses to solicitations and all other records of communications between the TJPA 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's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits 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.

31. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least \$250,000 in TJPA funds or TJPA-administered funds and is a nonprofit organization as defined in Chapter 12L of the S.F. Administrative Code, the 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 Sections 12L.4 and 12L.5 of the Administrative Code. The Contractor further agrees to make good faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 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 TJPA to terminate and/or not renew the Agreement, partially or in its entirety.

32. Subcontracting

The Contractor is permitted to subcontract portions of the services to be performed under this Agreement as follows:

<i>Aetypic, Inc.</i>	<i>7 Freelon Street, San Francisco, CA 94107</i>
<i>BioMaAS, Inc.</i>	<i>333 Valencia Street, Suite 324, San Francisco, CA 94103</i>
<i>Daniller Consulting, Inc.</i>	<i>114 Divisadero Street, San Francisco, CA 94117</i>
<i>Resource Systems Group, Inc.</i>	<i>55 Railroad Row, White River Junction, VT 05001</i>
<i>Seifel Consulting Inc.</i>	<i>221 Main Street, Suite 420, San Francisco, CA 94105</i>
<i>Square One Productions</i>	<i>1736 Stockton Street, Studio 7, San Francisco, CA 94133</i>
<i>Terry A. Hayes Associates Inc.</i>	<i>8522 National Blvd., Suite 102, Culver City, CA 90232</i>
<i>Transportation Analytics</i>	<i>4096 Piedmont Ave., #802, Oakland, CA 94611</i>
<i>William Self Associates, Inc.</i>	<i>P.O. Box 2192, 61d Avenida de Orinda, Orinda, CA 94563</i>
<i>WRECO</i>	<i>1243 Alpine Road, Suite 108, Walnut Creek, CA 94596</i>

The Contractor will be permitted to subcontract additional portions of the work under this Agreement subject to the prior written approval of the TJPA Executive Director. Subcontractors shall be solely responsible to the Contractor throughout the performance of their services under this Agreement. Assignment by the Contractor of work to subcontractors shall not relieve the Contractor of any obligation to the TJPA for the work performed.

33. Assignment

The services to be performed by the 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 the TJPA by written instrument executed and approved in the same manner as this Agreement.

34. 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. There shall be no waiver except in writing, signed by the party to be charged.

35. 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 TJPA. No invoices for such services provided by law firms or attorneys, including, without limitation, as subcontractors of the Contractor, will be paid unless the provider received advance written approval from the TJPA.

36. Conflict of Interest

Through its execution of this Agreement, the Contractor acknowledges that it is familiar with the provisions of the Conflict of Interest Code of the TJPA; Section 15.103 of the San Francisco City Charter; Article III, Chapter 2 of San Francisco'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 constitute a violation of said provisions.

37. Limitations on Contributions

Through execution of this Agreement, the Contractor acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the TJPA for the rendition of personal services, for the furnishing of any material, supplies or equipment, or for the sale or lease of any land or building, from making any campaign contribution to (1) a TJPA elective officer if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The 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. The Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of the Contractor's board of directors; the 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 the Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by the Contractor. Additionally, the Contractor acknowledges that the Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

38. Prohibition on Political Activity with TJPA Funds

In accordance with San Francisco Administrative Code Chapter 12.G, the 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. The Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the TJPA's Chief Financial Officer. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event that the Contractor violates the provisions of this Section, the TJPA may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit the Contractor from bidding on or receiving any new TJPA contract for a period of two (2) years. The TJPA will not consider the Contractor's use of profit as a violation of this Section.

39. Equal Employment Opportunity/Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, the Contractor agrees not to discriminate against any TJPA or City 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, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or Acquired Immune Deficiency Syndrome or Human Immunodeficiency Virus (AIDS/HIV) status, or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor is encouraged to actively recruit minorities and women for its workforce and take other steps, such as on-the-job training and education, to ensure nondiscrimination in the Contractor's employment practices.

b. Subcontracts

The Contractor shall incorporate by reference in all subcontracts the provisions of Chapters 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from the TJPA upon request) 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

The 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 the work is being performed for the TJPA elsewhere within 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 Chapter 12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, the Contractor shall execute the appropriate "San Francisco Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101, HRC-12B-102, or HRC-12B-103) with supporting documentation and file the form with the TJPA Contract Compliance Officer.

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. The Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, the Contractor understands that pursuant to Section 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 the Contractor and/or deducted from any payments due the Contractor.

40. Disadvantaged Business Enterprise (DBE) Requirements

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the TJPA deems appropriate.

Pursuant to the monitoring requirements outlined in Section XIII of the TJPA's DBE Program (49 CFR 26.37), the Contractor will be required to update and submit the TJPA's "Bidders/Proposers Information Request Form," regardless of DBE participation. Upon award of the contract, the Contractor shall submit the TJPA's "Progress Payment Report" with every invoice, the "Subcontractor Payment Declaration" within five days of each Contractor payment to a subcontractor, and a "Final Expenditure Report" with the completion of the contract.

41. Small Business Enterprise (SBE) Requirements

Contractor shall comply with the SBE provisions contained in the TJPA Small Business Enterprise Program and incorporated into this Agreement as though fully set forth, including, but not limited to, achieving and maintaining the SBE goal as submitted by Contractor in its Proposal of 20.8 percent. Failure of the Consultant to comply with any of these requirements, or to submit compelling documentation acceptable to the TJPA detailing the good faith efforts to comply, shall be deemed a material breach of this Agreement.

Pursuant to the monitoring requirements outlined in Section IX of the TJPA's SBE Program, the Contractor will be required to update and submit the TJPA's "Bidders/Proposers Information Request Form," regardless of SBE participation. Upon award of the contract, the Contractor shall submit the TJPA's "Progress Payment Report" with every invoice, the "Subcontractor Payment Declaration" within five days of each Contractor payment to a subcontractor, and a "Final Expenditure Report" with the completion of the contract.

42. Prompt Payment to Subcontractors

a. Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay a subcontractor not later than ten (10) days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The ten (10) days is applicable unless a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that Section. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days of receipt of each payment may take place only for good cause and with the TJPA's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE/SBE and non-DBE/SBE prime contractors and subcontractors.

b. Prompt Payment of Withheld Funds to Subcontractors

If the TJPA requires retainage from the prime contractor and prompt and regular incremental acceptances of portions, as determined by the TJPA of the contract work and retainage is paid to the prime contractor based on these acceptances, then the prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the TJPA. Any delay or postponement of payment may take place only for good cause and with the TJPA's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. This clause applies to both DBE/SBE and non-DBE/SBE subcontractors.

43. Requiring Minimum Compensation for Covered Employees

The 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 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 <http://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 12P. Consistent with the requirements of the MCO, Contractor agrees to all of the following:

a. For each hour worked by a Covered Employee during a Pay Period on work funded under the TJPA contract during the term of this Agreement, the Contractor shall provide to the Covered Employee no less than the Minimum Compensation, which includes a minimum hourly wage and compensated and uncompensated time off consistent with the requirements of the MCO. Note that the gross hourly compensation for covered employees is \$12.06 as of January 2012.

If a Covered Employee of a Nonprofit Corporation works in San Francisco, then the gross hourly compensation as of January 1, 2012, is \$11.03 per hour.

b. The Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the TJPA with regard to the Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.

c. The Contractor understands and agrees that the failure to comply with the requirements of the MCO shall constitute a material breach by the Contractor of the terms of this Agreement. The TJPA shall determine whether such a breach has occurred.

d. If, within thirty (30) days after receiving written notice of a breach of this Agreement for violating the MCO, the Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, the Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the TJPA shall have the right to pursue the following rights or remedies and any rights or remedies available under applicable law:

(1) The right to charge the Contractor an amount equal to the difference between the Minimum Compensation and any compensation actually provided to a Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law;

(2) The right to set off all or any portion of the amount described in Subsection (d)(1) of this Section against amounts due to the Contractor under this Agreement;

(3) The right to terminate this Agreement in whole or in part;

(4) In the event of a breach by the Contractor of the covenant referred to in Subsection (b) of this Section, the right to seek reinstatement of the employee or to obtain other appropriate equitable relief; and

(5) The right to bar the Contractor from entering into future contracts with the TJPA for three (3) years.

Each of the rights provided in this Subsection (d) shall be exercisable individually or in combination with any other rights or remedies available to the TJPA. Any amounts realized by the TJPA pursuant to this subsection shall be paid to the Covered Employee who failed to receive the required Minimum Compensation.

e. The 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.

f. The Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide

prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the TJPA, which communications are marked to indicate that they are to be distributed to Covered Employees.

g. The Contractor shall provide reports to the TJPA in accordance with any reporting standards promulgated by the TJPA under the MCO, including reports on subcontractors.

h. The Contractor shall provide the TJPA with access to pertinent records after receiving a written request from the TJPA to do so and being provided at least five (5) business days to respond.

i. The TJPA may conduct random audits of the Contractor. Random audits shall be (1) noticed in advance in writing; (2) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (3) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten (10) days of the written notice; and (4) limited to one audit of Contractor every two years for the duration of this Agreement. Nothing in this Agreement is intended to preclude the TJPA from investigating any report of an alleged violation of the MCO.

j. Any subcontract entered into by the 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. A subcontract means an agreement between the Contractor and a third party which requires the third party to perform all or a portion of the services covered by this Agreement. The Contractor shall notify the TJPA when it enters into such a subcontract and shall certify to the TJPA that it has notified the subcontractor of the obligations under the MCO and has imposed the requirements of the MCO on the subcontractor through the provisions of the subcontract. It is the 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, the TJPA may pursue any of the remedies set forth in this Section against the Contractor.

k. Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue the following remedies in the event of a breach by the Contractor of subsections (a) and (b), but only after the Covered Employee has provided the notice, participated in the administrative review hearing, and waited the 21-day period required by the MCO. The Contractor understands and agrees that if the Covered Employee prevails in such action, the Covered Employee may be awarded (1) an amount equal to the difference between the Minimum Compensation and any compensation actually provided to the Covered Employee, together with interest on such amount from the date payment was due at the maximum rate then permitted by law; (2) in the event of a breach by the Contractor of subsections (a) or (b), the right to seek reinstatement or to obtain other appropriate equitable relief; and (3) in the event that the Covered Employee is the prevailing party in any legal action or proceeding against the Contractor arising from this Agreement, the right to obtain all costs and expenses, including reasonable attorney's fees and disbursements, incurred by the Covered Employee. The Contractor also understands that the MCO provides that if the Contractor prevails in any such action, the Contractor may be awarded costs and expenses, including reasonable attorney's fees and disbursements, from the Covered Employee if the court determines that the Covered Employee's action was frivolous, vexatious or otherwise an act of bad faith.

l. If the 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 (\$50,000 for nonprofits), but the Contractor later enters into an agreement or agreements that cause the Contractor to exceed that amount in a fiscal year, the 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 the TJPA to exceed \$25,000 (\$50,000 for nonprofits) in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Unless exempt, the 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 Chapter 12Q are incorporated herein by reference and made a part of this agreement as though fully set forth. The text of the HCAO is available on the Web at <http://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, the Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If the 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. The Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. The TJPA shall notify the Contractor if such a breach has occurred. If, within thirty (30) days after receiving the TJPA's written notice of a breach of this Agreement for violating the HCAO, the Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, the Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the TJPA shall have the right to pursue the remedies set forth in 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the TJPA.

d. Any Subcontract entered into by the Contractor shall require the subcontractors to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. The Contractor shall notify the TJPA when it enters into such a subcontract and shall certify to the TJPA 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 TJPA may pursue the remedies set forth in this Section against Contractor based on the subcontractor's failure to comply, provided that TJPA has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. The Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying the TJPA with regard to Contractor's compliance or anticipated compliance 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. The 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. The 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 TJPA agreement.

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

i. The Contractor shall provide reports to the TJPA in accordance with any reporting standards promulgated by the TJPA under the HCAO, including reports on subcontractors and subtenants, as applicable.

j. The Contractor shall provide the TJPA with access to records pertaining to compliance with HCAO after receiving a written request from the TJPA to do so and being provided at least five (5) business days to respond.

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

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

m. If the Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but the Contractor later enters into an agreement or agreements that cause the Contractor's aggregate amount of all agreements with TJPA 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 the Contractor and the TJPA 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. The 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

(1) The Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.

(2) The Contractor will comply with requirements for providing timely, appropriate 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.

(3) The Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A Contractor may establish its good faith efforts by filling (i) its first available Entry Level Position with a job applicant referred through the First Source Program; and (ii) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

c. Hiring Decisions

The 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 ("FSHA") 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

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$2,070 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 the 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. Reserved

47. MacBride Principles – Northern Ireland

Pursuant to San Francisco Administrative Code Section 12F.5, the TJPA urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The TJPA 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 the Contractor acknowledges and agrees that he or she has read and understood this Section.

48. Drug-Free Workplace Policy

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

49. Resource Conservation

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

50. Tropical Hardwood/Virgin Redwood Ban

Pursuant to Section 804(b) of the San Francisco Environment Code, the TJPA 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.

51. Preservative-treated Wood Containing Arsenic

The 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 the 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.

52. 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, the TJPA will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100.00) liquidated damages for the first breach, two hundred dollars (\$200.00) liquidated damages for the second breach in the same year, and five hundred dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that the TJPA will incur based on the violation, established in light of the circumstances existing at the time this agreement was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by the TJPA because of Contractor's failure to comply with this provision.

53. 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 and County of San Francisco'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.

The Contractor shall remove all graffiti from any real property owned or leased by the Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of the Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the City's Department of Public Works or the TJPA. This Article is not intended to require the 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 (a) 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 (b) 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. Sections 101 et seq.).

54. 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 according to TJPA requirements.

55. 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 the TJPA who shall decide the true meaning and intent of the Agreement. Nothing in this Section shall be interpreted as the Contractor waiving any legal rights or remedies to which it is entitled.

56. 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.

57. Construction

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

58. Entire Agreement

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

59. 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.

60. USDOT Requirements

The provisions contained in "USDOT Requirements for Professional Services Contracts," attached as Appendix E, are incorporated into this Agreement, and the Contractor agrees to abide by such provisions. Such provisions supplement the provisions in this Agreement, and shall be interpreted in the broadest possible manner to avoid any conflicts. If there is an unavoidable conflict between the USDOT terms and conditions and any other terms and conditions of this Agreement, in the TJPA's sole determination, the USDOT terms and conditions shall take precedence.

61. Compliance With Laws

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

62. Compliance with Americans with Disabilities Act

The 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. The 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. The Contractor agrees not to discriminate against

disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of the Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

63. Authority to Execute Agreement

Each individual executing this Agreement, on behalf of one of the parties, represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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

TRANSBAY JOINT POWERS AUTHORITY

Approved as to Form by:

Maria Ayerdi-Kaplan, Executive Director

TJPA Legal Counsel

Transbay Joint Powers Authority
Board of Directors
Resolution No. _____
Adopted: _____
Attest:

Secretary, TJPA Board

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitles Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood the Section entitled “MacBride Principles—Northern Ireland”, San Francisco’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.

Authorized Signature

Address

Printed Name

City, State, Zip Code

Title

Phone Number

Company Name

Federal Employer ID Number

PROFESSIONAL SERVICES AGREEMENT

APPENDIX A

PARCEL LIST

The parcels listed below are planned to be acquired as part of the Transbay Transit Center Program. This list is subject to change and requires verification by the TJPA.

Private Parcels		
Address/Street	Block	Lot
191 Second St.	3721	22
181 Second St.	3721	23
171 Second St.	3721	25
217 Second St.	3736	95
205-215 Second St.	3736	96
201 Second St.	3736	97
301 Brannan St.	3788	37
35 Stanford St. / 634 Second St.	3788	38
640 Second St.	3788	02
650 Second St.	3788	49-73
670 Second St.	3788	43
678-680 Second St.	3788	44
130 Townsend St.	3788	8
136 Townsend St.	3788	9
144-146 Townsend St.	3788	9A
148-154 Townsend St.	3788	10
164 Townsend St.	3788	74-85
166-178 Townsend St.	3788	12

PROFESSIONAL SERVICES AGREEMENT
APPENDIX B
SCOPE OF SERVICES

The Contractor will work closely with the TJPA's staff and other consultants to provide the Services described below. The Contractor shall provide the Services by personnel listed in Appendix D. Any changes in personnel will be subject to the TJPA's prior review and approval. The TJPA reserves the right, in its sole discretion, to change this Scope of Services at any time during the term of the Agreement. The Contractor shall be paid for any work that meets the requirements of the Agreement and that is performed prior to the date of such change.

TASK 1: Project Management and Coordination

Task 1.1 General Project Management

The Contractor will report to the TJPA's identified representative(s). Legal services will be provided by the TJPA's legal counsel, and should not be provided by the Contractor. The Contractor will communicate with FTA, FRA, and TJPA to ensure the scope of work is completed and that high-quality products are delivered on time. The Contractor will prepare a schedule and update it as required. The Contractor will prepare monthly invoices accompanied by progress reports summarizing the progress of the project.

Deliverables: Schedule, monthly progress billings and monthly draft and final progress reports.

Task 1.2 Meetings

The Contractor will participate in an average of one 2-hour status meetings per month for the duration of the project.

Deliverables: Draft and final meeting agendas and meeting minutes.

Task 1.3 Project Documents and Administrative Record

The Contractor will provide TJPA copies of all plans, reports, correspondence, and other appropriate documents pertaining to environmental review for TJPA's use in compiling the project files and administrative record.

Contractor will provide CDs containing all documents, graphics, maps, data layers, matrices, technical analyses and reports, background documents, etc. Contractor shall provide FTA, FRA, and TJPA with all materials in an approved format for posting to the agencies' websites (e.g., .pdf, .jpg, or as otherwise requested).

Deliverable: Documents as required (electronic).

TASK 2: Preliminary Project Description

The Contractor will work with TJPA and its subconsultants to prepare a draft project description including appropriate figures and tables. The project description will tier from the 2004 FEIS/EIR, as amended by addenda 1 through 6, and will focus primarily on the revisions to the Transbay Program to accommodate high-speed train requirements, and will also analyze other changes to the Transbay Program, changes in circumstances, and/or new information, as follows:

- Impact of constructing widened throat structure on west side of TTC and lengthened platform on east side of the TTC
- Impact of throat construction under the western edge of 235 Second Street

- Impact of throat construction under the northern edge of 589 Howard Street, which is listed on the National Register of Historic Places as part of the Second and Howard Streets District, including the potential change in status of historical resources
- The construction of an extension of the underground levels of the Transit Center into Main Street to accommodate 400 meter fully tangent platforms for HSR service
- Effects of the change in historic status of the property located at 589 Howard Street.
- Demolition of the podium structure at 201 Mission Street; relocation of existing above- and below-grade facilities at 201 Mission Street that are required by Phase 2 construction of the train box extension into Main Street
- Potential future above-grade uses of the portion of 201 Mission Street and portions of adjacent structures that are required by Phase 2 construction of the train box extension, including the potential for an intercity bus facility and shuttle services
- Five emergency ventilation/smoke evacuation structures at 701 Third Street, Second and Harrison Streets, Second and Howard Streets, Main Street between Mission and Howard Streets, and Fourth and Townsend Streets (minimum height of 30 feet)¹
- Emergency tunnel exits co-located with ventilation structures
- Bicycle ramp and below grade bicycle facilities
- A possible taxi staging area
- Temporary or permanent relocation of utilities in Main, Mission, Howard, or Spear Streets
- An alternative alignment in Beale Street for a BART/Muni underground pedestrian connector evaluated in the FEIS/EIR
- Minor traffic circulation and lane changes in the vicinity of the TTC, including creation of a pedestrian mall on one block of Natoma Street
- Off-hours and event parking at AC Transit bus storage facility
- Climate change/greenhouse gas analysis
- Updated Section 106 compliance
- Updated Section 4(f) analysis
- Updated Clean Air Act conformity analysis

The project description will include the project location, its relation to existing facilities, proposed project components, and project construction details, such as construction methods, site preparation, construction staging, workforce, and schedule. Project description figures will delineate the project area, including staging areas and access routes.

A preliminary project description will be prepared for review. Upon receipt of one set of consolidated comments from the TJPA, the Contractor will participate in a meeting with the TJPA to review comments, confirm the project footprint and all offsite areas that would be affected, and identify additional data needs. Based on this meeting, the Preliminary Project Description will be revised for use in environmental and resources reports.

Deliverables: Draft and Final Preliminary Project Description to be used in technical reports.

TASK 3: Technical Reports

The Contractor will coordinate with TJPA representatives to develop the technical studies necessary to determine the potential impacts associated with the proposed project. The following subtasks identify the anticipated studies necessary to complete the environmental review process.

Task 3.1 Cultural Resources Technical Reports

¹ The five structures will also have emergency generators, perimeter protection, exterior lighting, mass notification systems, and power and telecommunications services.

Prepare a narrative describing the project area and potential impacts to archaeological resources that may occur in the project area. If necessary, identify mitigation measures to reduce potential impacts.

Assist in project compliance under Section 106 of the National Historic Preservation Act by providing an addendum to the existing Finding of Effects document. Assist in project compliance under CEQA as it pertains to historical resources to address the potential effects and impacts of the Transbay Program refinements on properties not evaluated in the 2004 FEIS/EIR, including the property located at 589 Howard Street. Develop recommendations for measures to mitigate project effects/impacts on this property. The Contractor will assume three options for 589 Howard Street: underpinning, recordation and demolition, and partial preservation.

TJPA will review the draft cultural resources report(s) and issue one consolidated set of comments. The Contractor will respond to the comments and produce final cultural resources technical reports. The Contractor will verify that the final reports have addressed all comments.

Deliverables: Draft and final cultural resources technical reports.

Task 3.2 Traffic Studies

Traffic studies will be performed to qualitatively and quantitatively analyze the effects of the project elements described above, and to identify the possibility for new significant impacts as compared to the FEIS/EIR. The Contractor will also perform modifications, as needed, to update, refine, and finalize the previous intersection, transit, parking, and pedestrian analyses conducted for the Transbay Program Final EIS Reevaluation, submitted to FRA in May 2010, and the 2011 Transportation Impact Study prepared for the City and County of San Francisco Transit Center District Plan EIR. Contractor will provide data needed for a typical air quality analysis and federal air quality Conformity analysis.

Deliverables: Draft and final traffic technical report.

Task 3.3 Air Quality Analysis

An air quality analysis will be performed by the Contractor to identify emissions associated with the project elements described above. It is anticipated that this analysis will be focused primarily on demolition activities, with some additional focus on the construction and operation of relocated or new facilities at 201 Mission Street, to the extent known. Emission estimates will require preparation of estimated criteria pollutant emissions associated with the Transbay Program analyzed in the FEIS/EIR. Changes in air quality regulations will also be identified and incorporated into the analysis as appropriate. Air quality conformity with the Metropolitan Transportation Commission's Air Quality Plan will also be analyzed.

Deliverables: Draft and final air quality technical report.

Task 3.4 Climate Change/Greenhouse Gas Analysis

This task will be undertaken by the Contractor and will use the data generated in Task 3.3 to generate a likely greenhouse gas emissions scenario for the Transbay Program analyzed in the FEIS/EIR and a similar scenario for the current project, including the elements described above. These scenarios will then be used to analyze greenhouse gas impacts using current guidelines.

Deliverables: Draft and final climate change/greenhouse gas analysis technical report.

TASK 4: Scoping

Task 4.1 Prepare Coordination Plan

The Contractor will prepare a Coordination Plan following the SAFETEA-LU Environmental Review Process Final Guidance for coordinating public and agency participation and comment during the environmental review process. A draft Coordination Plan will be prepared for review by TJPA and review and approval by FTA.

TJPA will provide a template Letter of Invitation to Participate in the Public Review Process and a list of agencies to which the Letter of Invitation will be sent that have been approved by FTA. The Contractor will distribute the Letter of Invitation.

Deliverables: Draft and Final Coordination Plan.

Task 4.2 Prepare and Publish/Circulate Notice of Preparation

The Contractor will prepare a draft CEQA Notice of Preparation (“NOP”) for review by TJPA. The NOP will include the preliminary project description prepared under Task 2 and will include a short description of probable environmental effects. The NOP will also identify the preliminary list of alternatives to be analyzed. Upon receipt of comments, a Final NOP will be prepared. Contractor will prepare a draft NEPA Notice of Intent (“NOI”) for FTA and FRA review and finalization and forwarding to EPA for publication in the Federal Register.

The NOP, along with a notice of a CEQA Scoping Meeting (see Task 4.3 below), will be printed and distributed to the approved mailing list by the Contractor pursuant to the notification requirements stated in CEQA Guidelines Section 15082(a)(3). Please assume that up to 500 copies of the NOP will be mailed.

A draft distribution list will be developed by the Contractor with assistance from the TJPA. The Contractor will coordinate review of the draft distribution list with TJPA. The Contractor will prepare a final distribution list based on TJPA comments.

Deliverables: Draft and Final NOP; draft NOI; draft and final distribution list.

Task 4.3 Public Scoping Meeting

A portion of a project team meeting with TJPA (identified in Task 1.2) will be dedicated to planning the CEQA Scoping Meeting or a Joint NEPA/CEQA Scoping Meeting, if desired. The Contractor will prepare and submit a public notice advertisement providing notice of a public comment hearing on the project (this scope assumes that the notice will be published in one newspaper in San Francisco). The Contractor will prepare the text, format it according to TJPA standards, and coordinate publishing the notice.

The Contractor will prepare scoping meeting materials, including a one-page fact sheet and a PowerPoint presentation in coordination with FTA, FRA, and TJPA. The Contractor will submit to TJPA a draft fact sheet and PowerPoint slides. The Contractor will incorporate TJPA’s comments on the draft fact sheet and slides and will coordinate printing the final fact sheets to be distributed. The Contractor will arrange meeting logistics (meeting supplies and materials, audio visual equipment, nametags, directional signage) and provide staff support for set-up. TJPA will provide the venue. One meeting to receive comments on the draft materials and to run through the presentation is included in this task. The Contractor’s project manager or designee will facilitate the Scoping Meeting with participation by FTA, FRA, and TJPA. The Contractor will arrange for a transcript prepared by a court reporter.

A Scoping Summary Report will be prepared by the Contractor. It will include all comments received at the scoping meetings as well as all written comments received during the NOP comment period, and the meeting transcript. The substance of these comments will be clearly identified and organized in this document.

A Draft Scoping Summary Report will be provided to FTA, FRA, and TJPA for review and comment. Upon receipt of comments, a Final Scoping Summary Report will be prepared.

Deliverables: Agenda, CEQA Scoping Meeting Notice or Joint NEPA/CEQA Scoping Meeting notice, fact sheet, meeting materials, transcript, draft and final Public Scoping Summary Report.

TASK 5: First Administrative Draft SEIS/EIR

Task 5.1 Finalize Project Description for Draft SEIS/EIR

The Contractor will revise the Preliminary Project Description based on the results of the Final Technical Studies and Reports, comments received during the scoping process, and input by TJPA. At this time, it is assumed that any additional project description changes will be conveyed to the Contractor for revision of the project description. A Draft Final Project Description will be reviewed by TJPA. Upon receipt of comments, the Contractor will prepare the Final Project Description for use in the SEIS/EIR.

Deliverables: Draft Final Project Description and Final Project Description

Task 5.2 Prepare Focused New Starts Alternatives Analysis Chapter of SEIS/EIR

Prepare an Alternatives Analysis (“AA”) for FTA New Starts program for fixed guideway transit system capital investments. The AA will not be a standalone report but will be included in the SEIS/EIR as a separate New Starts AA chapter. The DTX project will be considered for potential FTA Section 5309 New Starts funding and, therefore, requires the development of several key inputs to the New Starts templates for the evaluation process. The AA shall comply with FTA’s August 15, 2012 Circular regarding Environmental Justice Policy Guidance for Federal Transit Administration Recipients. The Required analysis may be included in the section of the SEIS-SEIR that addresses Executive Order No. 12898. Given the previous work accomplished for the DTX project, the AA will be streamlined and focused on producing the following required New Starts information for each of the alternatives considered:

- Mobility improvements; ridership forecasts and Transportation System User Benefits (“TSUB”)
- Capital costs and annualized capital costs; cost effectiveness
- Operating and maintenance costs; operating efficiencies
- Transit Supportive Land Use
- Economic Development Effects
- Environmental Benefits

Development of the New Starts templates and submittal package to FTA is not included in this scope of work.

Task 5.2.1 AA Purpose & Need and Scoping

The Contractor will prepare these materials for TJPA to submit to FTA. The Purpose and Need and scoping meeting summary will be accomplished through the SEIS/EIR process and include the materials previously developed for the project during the 2004 FEIS/EIR process, with appropriate updates to reflect the Refined LPA Build alternative now under consideration.

Task 5.2.2 AA Final Definition of Alternatives

The Contractor will prepare a detailed summary of the final alternatives to be evaluated through the AA process including the Build alternative which is the Refined LPA and the Baseline alternative that will be used to compare the benefits and costs. For the purposes of this AA, the Baseline alternative will be the No Build alternative, defined as existing conditions plus all committed improvements in the corridor.

- Refined Locally Preferred Alternative (“LPA”) – this is the Build alternative that was analyzed as the LPA in the 2004 FEIS/EIR including the Caltrain Downtown Extension to the new Transbay Transit Center, with the addition of the High Speed Rail connection with the extended train box to accommodate the revised track layout and required platform lengths.
- Baseline Alternative – this is the No Build alternative (No Federal Action Alternative) that was included in the 2004 FEIS/EIR, including all existing services/facilities plus all committed transit improvements in the corridor.

The No Build alternative serves as an acceptable Baseline alternative for New Starts evaluation purposes because all possible transportation system management (“TSM”) and other service improvements short of a major capital investment are already in place under the No Build scenario. Additional TSM measures

do not make good technical sense for this project, since none can achieve the equivalent of extending the Caltrain tracks from the existing end-of-line station at 4th and King Streets to the Transbay Transit Center, and all reasonable alternative connections such as bus shuttles between the existing end-of-line station and the Transbay Terminal in Downtown San Francisco are already in place. Consequently, the No Build and TSM alternatives are indistinguishable; therefore, the No Build is the appropriate Baseline alternative.

Task 5.2.3 Complete AA Technical Methodologies

The Contractor will prepare technical methodologies for the preparation and evaluation of:

- Travel demand forecasting
- Capital cost estimates
- Operating and maintenance cost estimates

These methodologies will be based on prior work completed for the project and will be prepared for TJPA to submit to FTA for review and comment. These methodologies will provide the basis for the actual development of the ridership and TSUB forecasts, and for the capital and O&M cost estimates.

Task 5.2.4 Complete AA Detailed Analyses

The Contractor will prepare detailed analyses of the Refined LPA Build and Baseline/No Build alternatives in terms of:

- Travel demand, traffic volume, ridership, and TSUB forecasts for the base year (2015) and the horizon year (2035).
- Capital cost estimates using the latest numbers from the preliminary engineering efforts in the FTA Standard Cost Code format, including expected year-of-expenditure dollars and annualized costs.
- Operating and Maintenance cost estimates based on TJPA's latest estimates.
- Cost effectiveness based on FTA guidance for New Starts projects.
- Transit Supportive Land Use based on FTA guidance for New Starts projects.
- Economic Development Effects based on FTA guidance for New Starts projects.
- Environmental Benefits based on FTA guidance for New Starts projects.

The information developed in this task will include qualitative and quantitative comparisons between the two alternatives considered. These comparisons will describe to what degree each alternative addresses the identified transportation problems in the Purpose and Need Statement and meets other local goals and objectives.

Task 5.2.5 Draft AA Chapter of SEIS/EIR

The Contractor will prepare the Draft AA chapter and submit it to TJPA for review and comment. The Draft AA chapter will include the results of all previous sub-tasks under Task 5.

Task 5.2.6 Final AA Chapter of SEIS/EIR

Based on comments received from TJPA on the Draft AA chapter, the Contractor will prepare the Final AA chapter and incorporate it in the SEIS/EIR document.

Deliverables: Draft and Final Alternatives Analysis

Task 5.3 Prepare and Submit the Administrative Draft SEIS/EIR

5.3.1 Prepare Administrative Draft SEIS/EIR

The Contractor will perform necessary analyses and prepare a Preliminary Administrative Draft SEIS/EIR and revised Section 4(f) Evaluation for review by TJPA. TJPA will identify a reasonable range of alternatives to the proposed Transbay Program revisions. Besides the mandatory No Project/No Action Alternative (assumed to include the existing approved TTC, which is under construction) and a range of

other reasonable, feasible alternatives, up to three options for treatment of the building at 589 Howard Street will be analyzed. As required by NEPA, the alternatives will be analyzed at the same level of detail as the proposed project/proposed action. The Contractor will work with TJPA to develop feasible mitigation to address potentially significant adverse impacts. Contractor will use existing mitigation measures identified in the 2004 FEIS/EIR as appropriate. Feasible mitigation will be identified as necessary and available. The significance of each impact after implementation of mitigation measures will be identified for CEQA.

The Contractor will print and distribute the Administrative Draft SEIS/EIR to FTA, FRA, and TJPA for review.

5.3.2 Administrative Draft SEIS/EIR Review by FTA, FRA, and TJPA

The reviewing parties will complete their review on the Administrative Draft SEIS/EIR and provide comments within 60 calendar days.²

Deliverable: Administrative Draft SEIS/EIR

TASK 6: Prepare and Submit Screen Check Draft SEIS/EIR for FTA, FRA, and TJPA Review

The Contractor will coordinate, review, and respond to comments from FTA, FRA, and TJPA on the Administrative Draft SEIS/EIR, and will prepare a Screen Check (camera-ready) Draft SEIS/EIR for approval. Submittal will include a matrix identifying all comments and how they were addressed.

Deliverables: Screen Check Draft SEIS/EIR; comments matrix.

TASK 7: Public Draft SEIS/EIR

Task 7.1 Compile, Publish, and Circulate Draft SEIS/EIR

The Contractor will incorporate FTA, FRA, and TJPA comments on the Screen Check Draft SEIS/EIR and prepare a Public Draft SEIS/EIR, a draft Notice of Completion (“NOC”), and draft Notice of Availability (“NOA”) pursuant to CEQA. The NOA will include a notice regarding the public hearing (see Task 7.2). The Contractor will prepare a draft NEPA NOA for FTA and FRA review and finalization and forwarding to EPA for publication in the Federal Register.

Contractor will submit electronic copies of all background documents and references in electronic format, to be available for public review as requested.

Contractor will print and distribute the Draft SEIS/EIR. Please assume that 15 hard copies, 20 hard copies of the executive summary with 20 CDs, and 200 CDs of the Draft SEIS/EIR would be printed/made and distributed.

Deliverables: Public Draft SEIS/EIR, Matrix identifying all comments and how they were addressed; draft and final NOC and NOA for CEQA; draft NOA for NEPA.

Task 7.2 Public Hearing on the Draft SEIS/EIR

The Contractor will prepare and submit a public notice advertisement providing notice of a public comment hearing on the Draft SEIS/EIR, to be held (under federal requirements) at least 30 days after the Draft SEIS/EIR has been made available to the public. This scope assumes that the notice will be published in one newspaper in San Francisco. The Contractor will arrange meeting logistics (meeting supplies and materials, audio visual equipment, nametags, directional signage) and provide staff support

² Assumed FTA/FRA review time for first draft documents. Review times for second drafts may be considerably shorter depending on the number of comments from FTA/FRA.

for set-up. TJPA will provide the venue. The Contractor will participate in one planning meeting to prepare for the public comment hearing. The Contractor will arrange for a transcript by a court reporter.

Deliverables: Public notice of public comment hearing; draft and final public comment hearing materials, including audio/visual aids, as needed (preparation, distribution, and presentation); and public hearing transcript.

TASK 8: Prepare Final SEIS/EIR

The Final SEIS/EIR will include the Draft SEIS/EIR showing any changes resulting from public and agency comments and lead agency-initiated text changes, a history of the public outreach program for the SEIS/EIR process, and all comments received and responses to those comments.

Task 8.1 Prepare Draft Responses to Comments

This scope involves collecting, cataloging, and reviewing oral and written public and agency comments on the Draft SEIS/EIR and preparing draft responses to those comments. This task includes responding to comments received during the public hearing. As a result of comments received, text changes may be necessary and will be completed by the Contractor as directed by the TJPA in consultation with FTA and FRA.

Deliverables: SEIS/EIR text changes, if required; draft of responses to comments to TJPA iteratively as they are developed.

Task 8.2 Prepare Administrative Final SEIS/EIR

The Contractor will coordinate, review, and respond to comments from TJPA on the Draft Responses to Comments. The Contractor will prepare an Administrative Final SEIS/EIR, incorporating edits identified in the response to comments document.

Deliverables: Administrative Final SEIS/EIR; comment matrix identifying how TJPA comments on the Draft Responses to Comments were resolved.

Task 8.3 Prepare and Submit Screen Check Final SEIS/EIR

The Contractor will coordinate, review, and respond to comments from FTA, FRA, and TJPA on the Administrative Final SEIS/EIR, and will prepare a Screen Check (camera-ready) Final SEIS/EIR for approval by FTA, FRA, and TJPA.

Deliverables: Screen Check Final SEIS/EIR; comment matrix identifying how comments on the Administrative Final SEIS/EIR were resolved.

Task 8.4 Compile, Publish, and Circulate Final SEIS/EIR

The Contractor will incorporate FTA, FRA, and TJPA comments on the Screen Check Final SEIS/EIR and prepare a Final SEIS/EIR.

The Contractor will print and distribute the Final SEIS/EIR to all commenters, interested parties, and responsible and trustee agencies, in advance of the certification hearing at a meeting of the TJPA Board of Directors, and will prepare a Notice of Availability (“NOA”) to be mailed to the mailing list. Please assume that 15 hard copies and 200 CDs of the Final SEIS/EIR would be printed and distributed. The NOA will also identify the time and place for the certification hearing. The Contractor will prepare a draft Notice of Availability of the Final EIS for FTA and FRA review and finalization and forwarding to EPA for publication in the Federal Register.

Deliverables: Final SEIS/EIR, matrix identifying all comments on the Screen Check Final SEIS/EIR and how they were addressed; draft and final NOA for CEQA; draft NOA for NEPA.

TASK 9: Prepare Mitigation Monitoring and Reporting Program

The Contractor will prepare a Mitigation Monitoring and Reporting Program (“MMRP”) for mitigation measures identified in the SEIS/EIR.

Task 9.1 Prepare Draft Mitigation Monitoring and Reporting Program

The Contractor will prepare a Draft MMRP for mitigation measures identified in the SEIS/EIR, in a format similar to that provided for the 2004 FEIS/EIR, for TJPA review and comment.

Deliverable: Draft MMRP.

Task 9.2 Prepare Final Mitigation Monitoring and Reporting Program

Upon receipt of comments from TJPA, the Contractor will prepare a Final MMRP for mitigation measures identified in the SEIS/EIR, in a format similar to that provided for the 2004 FEIS/EIR.

Deliverable: Final MMRP.

TASK 10: EIR Certification

Task 10.1 Responses to Comments on Final SEIS/EIR

This task involves responding to comments on the Final SEIS/EIR. It is assumed that the response will be included in the staff report that will be prepared as part of Task 10.2. The assumption of this effort is limited to responding to no more than 25 individual comments, otherwise additional scope and budget would be required. If a large number of comments are submitted, FTA may require the responses to be compiled in a separate “responses to comments” volume. The budget for a compiling separate volume for a large number of comments has not been included in the scope of work and a modification would be required to the scope and budget.

Task 10.2 Assist in Preparing Staff Report, Resolution(s), Findings, and Attend Hearing

It is assumed that the staff report, resolution(s), and CEQA Findings and Statement of Overriding Considerations submitted to the TJPA Board will be prepared by legal counsel and should not be included in the proposal; however, the Contractor will be required to provide the information necessary to prepare these documents, including any necessary attachments and figures. The Contractor will attend the certification hearing and will assist in responding to any questions by the Board or the public. The Contractor will arrange for a transcript by a certified court reporter. Certification of the SEIR by the Board is assumed to occur ten days after the Final SEIS/EIR is published and circulated or at a subsequent Board meeting.

Deliverables: Certification hearing materials, including audio/visual aids (preparation, distribution, and presentation), as needed; hearing transcript.

Task 10.3 Approval Hearing

If approval of the project revisions does not take place at the same meeting as SEIR certification, the Contractor will attend the TJPA Board meeting at which approval will be calendared.

Task 10.4 Prepare NOD

The Contractor will draft a Notice of Determination (“NOD”) for TJPA’s review. The Contractor will coordinate, review, and respond to comments from TJPA on the draft NOD. The Contractor will file the final NOD with the San Francisco Clerk’s Office for posting within five working days after approval of the Project by the TJPA.

Legal counsel will prepare a draft Record of Decision (“ROD”) for FTA³ review. Therefore, preparation of the ROD is not part of this scope. It is assumed that the FTA will finalize and publish the ROD.

Deliverables: Draft and Final NOD.

³ The FRA’s schedule for taking action on the proposed project is not known at this time.

**PROFESSIONAL SERVICES AGREEMENT
APPENDIX C
FEES**

Payments for professional services are subject to all provisions of the Supplemental EIS/EIR Preparation Services Agreement, including Sections 1 and 4-7. Except as specified in an NTP, the TJPA will pay for professional services at the rates indicated below, which shall not be changed during the term of the Agreement.

This Appendix C sets forth the method for calculating amounts to be invoiced by the Contractor for Services rendered under this Agreement. Contractor represents that all amounts invoiced under this Agreement shall be made in good faith for the Services performed and shall conform to the schedule per task set forth in Appendix B. Contractor acknowledges and agrees that all information in the Scope of Services and progress reports submitted with each monthly progress payment invoice supporting the amounts invoiced and any other requests to the TJPA for payment or approval may be subject to investigation as a false claim, as provided in Section 8 of this Agreement.

A. Fully Loaded Hourly Rates

Company: AECOM
Address: 150 Chestnut Street
City, State, Zip: San Francisco, CA 94111

Staff Name/Function	Fully Loaded Rate/Hour
Project Director	\$288.72
Project Manager	261.51
Transportation Lead	241.69
Alternatives Analysis Lead	216.60
Deputy Environmental Project Manager	131.99
Environmental Planner II	101.62
Environmental Planner I	84.07
Senior Scientist	166.01
Scientist III	133.44
Scientist II	111.88
Senior Transportation Planner/Engineer	166.04
Transportation Planner/Engineer II	127.64
Transportation Planner/Engineer I	114.87
Transportation Demand Modeler	213.30
Cost Estimators	142.20
User Benefits Analysts	213.30
Financial Analysts	156.42
Outreach Specialist	102.07
QA/QC	237.96
Graphics/CADD	120.56
Word Processing	84.53
Editors	94.62
*****	*****

Company: AETYPIC
Address: 7 Freelon Street
City, State, Zip: San Francisco, CA 94107

Staff Name/Function	Fully Loaded Rate/Hour
Bahram Khamenehpour, Ph.D., GE	\$224.46
Sami Malaeb, PE, QSD/P	182.19
Kamran Ghiassi, Ph.D., GE	174.90
*****	*****

Company: BioMaAS, Inc.
Address: 333 Valencia Street, #324
City, State, Zip: San Francisco, CA 94103

Staff Name/Function	Fully Loaded Rate/Hour
Bill Stagnaro	\$110.00
Peter Morris	100.00
Steve Powell	132.00
Rosanna Maguire	66.00
Evan Shanbrom	60.00
*****	*****

Company: Daniller Consulting, Inc.
Address: 114 Divisadero Street
City, State, Zip: San Francisco, CA 94117

Staff Name/Function	Fully Loaded Rate/Hour
Gia Daniller-Katz	\$192.50
Karen Molinari	165.00
Outreach Associates	100.00
*****	*****

Company: Resource Systems Group, Inc.
Address: 55 Railroad Row
City, State, Zip: White River Junction, VT 05001

Staff Name/Function	Fully Loaded Rate/Hour
William Woodford	\$297.45
*****	*****

Company: Seifel Consulting, Inc.
Address: 221 Main Street, Suite 420
City, State, Zip: San Francisco, CA 94105

Staff Name/Function	Fully Loaded Rate/Hour
President	\$250.00
Senior Managing Consultant	195.00
Consultant	125.00
Analyst	115.00
Support	75.00
*****	*****

Company: Square One Production
Address: 1736 Stockton St., Studio 7
City, State, Zip: San Francisco, CA 94133

Staff Name/Function	Fully Loaded Rate/Hour
Photography	\$150.00
Art Direction	150.00
Production	56.00
*****	*****

Company: TAHA
Address: 8522 National Blvd., Suite 102
City, State, Zip: Culver City, CA 90232

Staff Name/Function	Fully Loaded Rate/Hour
Terry A. Hayes, CEO	\$201.49
Janet Murphy, Senior Associate	159.50
Sam Silverman, Senior Associate	130.17
Annie Ho, Assistant Planner	62.15
*****	*****

Company: Transportation Analytics
Address: 5351 Bryant Avenue
City, State, Zip: Oakland, CA 94618

Staff Name/Function	Fully Loaded Rate/Hour
Principal (CY 2012)	\$121.19
Principal (CY 2013)	125.85
Principal (CY 2014)	130.52
*****	*****

Company: William Self Associates, Inc.
Address: 61D Avenida de Orinda
P.O. Box 2192
City, State, Zip: Orinda, CA 94563

Staff Name/Function	Fully Loaded Rate/Hour
Principal	\$118.00
Associate III	92.00
Associate II	81.00
Associate I	60.00
*****	*****

Company: WRECO
Address: 1243 Alpine Road, Suite 108
City, State, Zip: Walnut Creek, CA 94596

Staff Name/Function	Fully Loaded Rate/Hour
Principal Engineer	\$197.31
Supervising Engineer	163.11
Associate Engineer	100.00
Staff Engineer	84.99
Administrator/Clerical	64.99
*****	*****

B. The Contractor shall perform the Services specified in Appendix B for a not-to-exceed amount of One Million, Three Hundred Thousand Dollars (\$1,300,000). This not-to-exceed amount is broken down into the following estimated amounts per task, as described in Appendix B.

Task 1.	Project Management and Coordination	\$107,557.02
Task 2.	Preliminary Project Description	12,965.32
Task 3.	Technical Reports	284,030.04
Task 4.	Scoping	51,325.18
Task 5.	First Administrative SEIS/EIR	453,000.68
Task 6.	Screen Check Draft SEIS/EIR for FTA, FRA, and TJPA Review	70,198.50
Task 7.	Public Draft SEIS/EIR	61,694.33
Task 8.	Prepare Final SEIS/EIR	241,799.71
Task 9.	Prepare Mitigation Monitoring and Reporting Program	5,076.95
Task 10.	EIR Certification	12,352.27

C. In addition to charges for professional services set forth in an NTP, the TJPA shall reimburse Contractor for its reasonable and necessary actual out-of-pocket expenses incurred in the course of rendering such services, consisting only of costs of outside reproduction services at actual cost, and printing of ads or notices in newspapers at actual costs. No mark up or surcharges shall be added to outside service costs. Any single out-of-pocket expenditure in excess of \$2,000.00 are subject to advance approval by the TJPA.

D. In no event shall Contractor bill, nor shall TJPA pay, more than the amount set forth in the Agreement or a specific NTP.

E. TJPA shall not be billed for the following:

- travel to or from the San Francisco Bay Area unless requested by the TJPA
- time spent in travel from Contractor's or Subcontractor's home or office to San Francisco
- time spent in travel on TJPA-approved travel outside of the San Francisco Bay Area
- taxicab or transit fares or automobile rental fees incurred to attend meetings
- taxicab or transit fares or automobile rental fees incurred from Contractor's or Subcontractor's office to an employee's residence
- parking expenses incurred to attend meetings
- meals for working overtime
- secretarial overtime
- cost of receiving facsimiles
- cost of emails for transmission of documents
- cost of preparing, processing or reviewing bills are not payable or reimbursable under this Agreement.

Travel that is requested of the Contractor by the TJPA may be reimbursed under the Agreement per the Travel, Business and Relocation Policy for TJPA Consultants updated October 2009.

**PROFESSIONAL SERVICES AGREEMENT
APPENDIX D
DESIGNATION OF KEY STAFF**

This Appendix D identifies Contractor's Key Staff from the Contractor's proposal *Section 5. Staffing*; and further defined in this Agreement in *Section 12, Qualified Personnel*, and *Section 32, Subcontracting*.

Rod Jeung	Project Director	AECOM
David Reel	Project Manager	AECOM
Tim Erney	Transportation Lead	AECOM
Greg Gleichman	Alternatives Analysis (AA) Lead	AECOM
Pat Coleman	AA-FTA New Starts	AECOM
Kelly Dunlap	QA/QC, Section 4(f) Lead	AECOM
Susan Yogi	Land Use, Socioeconomics, Visual/Aesthetics, CEQA Topics of Significance, and Other Physical Environmental Topics Lead	AECOM
Chris Mundhenk	Air Quality/GHG and Noise Lead	AECOM
Diana Dorinson	AA Financial Analysis	Transportation Analytics
William Woodford	AA Advisor	Resource Systems Group
Libby Seifel	AICP, Socioeconomics and Land Use	Seifel Consulting
Sam Silverman	Air Quality/CHG and Noise	Terry A. Hayes Associates
James M. Allen, Ph.D. RPA	Archaeology Lead	William Self Associates
Gia Daniller-Katz	Public Outreach Lead	Daniller Consulting

PROFESSIONAL SERVICES AGREEMENT
APPENDIX E
USDOT REQUIREMENTS FOR AGREEMENTS WITH THE TJPA

The USDOT's requirements for agreements between the TJPA and a third party are summarized below. Certain USDOT provisions described below may not be applicable to all agreements with the TJPA. The italicized text is intended to assist the Contractor in understanding which Federal requirements may be applicable to an agreement. The USDOT and the TJPA have sole discretion to apply any particular provision described below.

These provisions supplement the provisions in the Agreement, and shall be interpreted in the broadest possible manner to avoid any conflicts. If there is an unavoidable conflict between the USDOT requirements and any other terms and conditions of the Agreement, in the TJPA's sole determination, the USDOT requirements shall take precedence.

The following provisions (1-11) apply to all Agreements (excluding micropurchases).

1. DEFINITIONS

****** *The Definitions apply to all Agreements.*

- (a). **Approved Project Budget** means the most recent statement, approved by the FTA, of the costs of the Project, the maximum amount of Federal assistance for which the TJPA is currently eligible, the specific tasks (including specified contingencies) covered, and the estimated cost of each task.
- (b). **Contractor** means the individual or entity awarded an Agreement financed in whole or in part with Federal assistance originally derived from FTA.
- (c). **Federal Cooperative Agreement** means the instrument by which FTA awards Federal assistance to the TJPA to support a particular Project, and in which FTA takes an active role or retains substantial control.
- (d). **FTA** is the acronym for the Federal Transit Administration, one of the operating administrations of the U.S. DOT.
- (e). **FRA** is the acronym for the Federal Railroad Administration, one of the operating administrations of the U.S. DOT.
- (f). **FRA Directive** includes any FRA regulation, policy, procedure, directive, circular, notice, order or guidance providing information about FRA's programs, application processing procedures, and Project management guidelines, including the Master Agreement between FRA and the TJPA. In addition to FRA Directives, certain U.S. DOT directives also apply to the Project.
- (g). **FTA Directive** includes any FTA regulation, policy, procedure, directive, circular, notice, order or guidance providing information about FTA's programs, application processing procedures, and Project management guidelines, including the Master Agreement between FTA and the TJPA. In addition to FTA Directives, certain U.S. DOT directives also apply to the Project.
- (h). **Grant Agreement** means the instrument by which FTA or FRA awards Federal assistance to the TJPA to support a particular Project, and in which FTA or FRA does not take an active role or retain substantial control, in accordance with 31 U.S.C. Section 6304.

- (i). **Government** means the United States of America and any executive department thereof.
- (j). **Project** means the task or set of tasks listed in the Approved Project Budget that is the subject of this Agreement, as well as any modifications stated in the Conditions to the Grant Agreement or Federal Cooperative Agreement applicable to the Project. In the case of the formula assistance programs for urbanized areas, for elderly and persons with disabilities, and non-urbanized areas, 49 U.S.C. sections 5307, 5310, and 5311, respectively, the term "Project" encompasses both a program and each project within a program, as the context may require, to effectuate the requirements of the Grant Agreement or Federal Cooperative Agreement.
- (k). **Recipient** means the TJPA.
- (l). **Secretary** means the U.S. DOT Secretary, including his or her duly authorized designee.
- (m). **Agreement** means a contract, purchase order, memorandum of understanding or other agreement awarded by the TJPA to a Contractor, financed in whole or in part with Federal assistance awarded by FTA or FRA.
- (n). **Subcontract** means a subcontract at any tier entered into by Contractor or its subcontractor relating to the Agreement, financed in whole or in part with Federal assistance originally derived from FTA or FRA. Unless otherwise specified, the Contractor must include each of these Federal provisions in any Subcontract related to this Agreement.
- (o). **U.S. DOT** is the acronym for the U.S. Department of Transportation, including its operating administrations.

2. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

** *This requirement applies to all Agreements.*

The TJPA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the TJPA, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

** *This provision applies to all Agreements.*

- (a). The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions under the Agreement. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA- or FRA-assisted Project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (b). The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA or FRA under the authority of 49 U.S.C. Section 5307, the Government

reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

4. ACCESS TO DOCUMENTS

****** *This requirement applies to all Agreements. FRA requires the inclusion of these requirements in Subcontracts over \$100,000.*

****** *Please be aware that the requirements in the Agreement regarding audit and inspection of records may require the Contractor to maintain files relating to this Agreement for a longer period of time than described in the requirement below. Please also be aware that, as described in the Agreement, the TJPA follows the provisions of the City and County of San Francisco Sunshine Ordinance regarding responses to public requests for certain bid documents. The Contractor must comply with the requirements described below and in the Agreement.*

- (a). Where the TJPA is considered a “local government” and is a Recipient or a subgrantee of a Recipient, in accordance with 49 CFR Section 18.36(i), the Contractor agrees to provide the TJPA, the FTA or FRA Administrator, the Comptroller General of the United States and/or any of their authorized representatives access to any books, documents, accounts papers and records of the Contractor which are directly pertinent to this Agreement (“Documents”) for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR Section 633.17, to provide the FTA or FRA Administrator or its authorized representatives, including any project management oversight Contractor, access to Contractor’s Documents and construction sites pertaining to a major capital project, defined at 49 U.S.C. Section 5302(a)1, which is receiving Federal financial assistance through the programs described at 49 U.S.C. sections 5307, 5309 or 5311.
- (b). Where the TJPA is a Recipient or a subgrantee of a Recipient, in accordance with 49 U.S.C. Section 5325(a), and enters into a contract for a capital project or improvement (defined at 49 U.S.C. Section 5302[a]1) through other than competitive bidding, the Contractor agrees to provide the TJPA, the Secretary and the Comptroller General, or any authorized officer or employee of any of them, access to any Documents for the purposes of conducting an audit and inspection.
- (c). The Contractor agrees to permit any of the foregoing parties to reproduce, by any means whatsoever, or to copy excerpts and transcriptions, as reasonably needed, of any Documents.
- (d). The Contractor agrees to maintain all Documents required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the TJPA, the FTA or FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. (See 49 CFR Section 18.39[i][11]).

5. FEDERAL CHANGES

****** *This requirement applies to all Agreements.*

Contractor shall at all times comply with all applicable federal laws and regulations, and all FTA Directives, FRA Directives and U.S. DOT Directives applicable to the Project, as they may be amended or promulgated from time to time during the term of this Agreement. It is Contractor’s responsibility to be aware of any amendments or changes to such federal requirements and directives. Contractor’s failure to so comply shall constitute a material breach of this Agreement.

6. CIVIL RIGHTS REQUIREMENT

****** *This requirement applies to all Agreements.*

** *Please be aware that the requirements in the Agreement regarding nondiscrimination are broader than the USDOT Requirements described below. The Contractor must comply with the requirements described below and in the Agreement.*

- (a). **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA or FRA may issue.
- (b). **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the Agreement:
- (1). **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.
- (2). **Age** - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623, and Federal transit law at 49 U.S.C. Section 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.
- (3). **Disabilities** - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.

7. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

** *The specific provisions checked below apply to this Agreement.*

- (a). This Agreement is subject to the requirements of 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent. The TJPA's Anticipated DBE Participation Level for each Federal Fiscal Year is published on the TJPA website by August 1 of each year.

A separate Agreement goal of _____ percent DBE participation has been established for this Agreement.

A separate Agreement goal **has not** been established for this Agreement.

(b). The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the TJPA deems appropriate. Each Subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR Section 26.13[b]).

(c). *(Checked box is applicable to this Agreement.)*

(If a separate Agreement goal has been established, use the following)

The Contractor was required to document sufficient DBE participation to meet the separate Agreement goal established for this Agreement or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR Section 26.53.

(If no separate Agreement goal has been established, use the following)

The Contractor is required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d). The Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than ten (10) days after the Contractor's receipt of payment for that work from the TJPA. In addition, the Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after incremental acceptance of the subcontractor's work by the TJPA and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

(e). The Contractor must promptly notify the TJPA whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the TJPA.

8. INCORPORATION OF U.S. DEPARTMENT OF TRANSPORTATION TERMS

****** *This requirement applies to all Agreements.*

The preceding provisions include, in part, certain standard terms and conditions required by U.S. DOT of the TJPA's agreements, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F and any replacement or revision thereof, and any provisions set forth by FRA, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any TJPA requests which would cause the TJPA to be in violation of the USDOT terms and conditions.

9. FLY AMERICA REQUIREMENTS

****** *This provision applies to all Agreements that involve the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S.*

- (a). The Contractor agrees to comply with 49 U.S.C. Section 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.
- (b). The Contractor shall submit the "Fly America Certification" if the regulation is applicable to the particular Agreement.
- (c). The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier.
- (d). Notwithstanding the foregoing, transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

10. CARGO PREFERENCE REQUIREMENTS

****** *This provision applies to all Agreements involving equipment, materials, or commodities which may be transported by ocean vessels.*

The Contractor agrees to:

- (a). use privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Agreement to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels;
- (b). furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-landing in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the TJPA (through the Contractor in the case of a subcontractor's bill-of-landing).

11. ENERGY CONSERVATION REQUIREMENTS

****** *This provision applies to all Agreements.*

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6201 et seq.

The following provisions (12-13) apply to Agreements exceeding \$10,000.

12. TERMINATION

****** *This requirement applies to all Agreements in excess of \$10,000, except when the Contractor is a nonprofit organization or institution of higher education. When the Contractor is a nonprofit organization or institution of higher education, this requirement applies to all Agreements greater than \$100,000.*

** *Please be aware that the requirements in the Agreement regarding termination for convenience are more broadly applicable than the USDOT Requirements described below. Both the requirements described below and the provisions in the Agreement are applicable to the Agreement.*

- (a). **Termination for Convenience (General Provision)** - The TJPA may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the TJPA. If the Contractor has any property in its possession belonging to the TJPA, the Contractor will account for the same, and dispose of it in the manner the TJPA directs.
- (b). **Termination for Default [Breach or Cause] (General Provision)** - If the Contractor (1) does not deliver supplies in accordance with the Agreement delivery schedule, or (2) if the Agreement is for services the Contractor fails to perform in the manner called for in the Agreement, or (3) if the Contractor fails to comply with any other provisions of the Agreement, the TJPA may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Agreement price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement.

If it is later determined by the TJPA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the TJPA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- (c). **Opportunity to Cure (General Provision)** - The TJPA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor a period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the TJPA's satisfaction the breach or default of any of the terms, covenants, or conditions of this within ten (10) days after receipt by Contractor of written notice from the TJPA setting forth the nature of said breach or default, the TJPA shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the TJPA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- (d). **Waiver of Remedies for any Breach** - In the event that TJPA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by the TJPA shall not limit the TJPA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- (e). **Termination for Convenience (Professional or Transit Service Agreements)** - The TJPA, by written notice, may terminate this Agreement, in whole or in part, when it is in the Government's interest. If this Agreement is terminated, the TJPA shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.
- (f). **Termination for Default (Supplies and Service)** - If the Contractor fails to deliver supplies or to perform the services within the time specified in this Agreement or any extension or if the Contractor fails to comply with any other provisions of this Agreement, the TJPA may terminate this Agreement for default. The TJPA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the Agreement

price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this Agreement.

If, after termination for failure to fulfill Agreement obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the TJPA.

- (g). **Termination for Default (Transportation Services)** - If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this Agreement or any extension or if the Contractor fails to comply with any other provisions of this Agreement, the TJPA may terminate this Agreement for default. The TJPA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the Agreement price for services performed in accordance with the manner of performance set forth in this Agreement.

If this Agreement is terminated while the Contractor has possession of TJPA goods, the Contractor shall, upon direction of the TJPA, protect and preserve the goods until surrendered to the TJPA or its agent. The Contractor and the TJPA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill Agreement obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the TJPA.

- (h). **Termination for Default (Construction)** - If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this Agreement, the TJPA may terminate this Agreement for default. The TJPA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the TJPA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the TJPA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the TJPA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- (1). The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the TJPA, acts of another Contractor in the performance of a Agreement with the TJPA, epidemics, quarantine restrictions, strikes, freight embargoes; and
- (2). The Contractor, within ten (10) days from the beginning of any delay, notifies the TJPA in writing of the causes of delay. If in the judgment of the TJPA, the delay is excusable, the time for completing the work shall be extended. The judgment of the TJPA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the TJPA.

- (i) **Termination for Convenience or Default (Architect and Engineering)** - The TJPA may terminate this Agreement in whole or in part, for the TJPA's convenience or because of the failure of the Contractor to fulfill the Agreement obligations. The TJPA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the contracting officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.

If the termination is for the convenience of the TJPA, the contracting officer shall make an equitable adjustment in the Agreement price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the Agreement obligations, the TJPA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the TJPA.

If, after termination for failure to fulfill Agreement obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the TJPA.

- (j). **Termination for Convenience or Default (Cost-Type Agreements)** - The TJPA may terminate this Agreement, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the TJPA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the Agreement. The Contractor shall account for any property in its possession paid for from funds received from the TJPA, or property supplied to the Contractor by the TJPA. If the termination is for default, the TJPA may fix the fee, if the Agreement provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the TJPA and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the TJPA, the Contractor shall be paid its Agreement close-out costs, and a fee, if the Agreement provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the TJPA determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the TJPA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

13. RECYCLED PRODUCTS

****** *This provision applies to all Agreements to procure \$10,000 or more of any one item designated by the EPA under 40 CFR Part 247, Subpart B in a single fiscal year, and to all Agreements to procure any items designated in 40 CFR Part 247, Subpart B where the TJPA or the Contractor has used Federal funds to procure \$10,000 or more of any one item in the previous fiscal year.*

****** *Please be aware that the requirements in the Agreement regarding resource conservation may be more restrictive than the USDOT Requirements described below. The Contractor must comply with the requirements described below and in the Agreement.*

The Contractor agrees to comply with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. Section 6962 et seq.), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in 40 CFR Part 247, Subpart B.

The following provision (14) applies to Agreements exceeding \$25,000.

14. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

****** *This requirement applies to all Agreements and Subcontracts greater than or equal to \$25,000, and to any Agreement for auditing services at any dollar value.*

- (a). This Agreement is a “covered transaction” for purposes of 49 CFR Part 29, and the Contractor is required to comply with 49 CFR Section 29, Subpart C. In particular, the Contractor is required to verify that the Contractor, its “principals,” as defined at 49 CFR Section 29.995, and its “affiliates,” as defined at 49 CFR Section 29.905, are not “excluded” or “disqualified,” as defined at 49 CFR sections 29.940 and 29.945.
- (b). The Contractor shall submit the “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

The following provisions (15-16) apply to Agreements exceeding \$50,000.

15. CLEAN AIR

****** *This provision applies to all Agreements greater than \$50,000 and to subcontracts greater than \$50,000.*

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The Contractor agrees to report each violation to the TJPA and understands and agrees that the TJPA will, in turn, report each violation as required to assure notification to FTA and FRA and the appropriate EPA Regional Office.
- (b) The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000.

16. CLEAN WATER REQUIREMENTS

****** *This provision applies to all Agreements greater than \$50,000.*

- (a). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq. The Contractor agrees to report each violation to the TJPA and understands and agrees that the TJPA will, in turn, report each violation as required to assure notification to FTA and FRA and the appropriate EPA Regional Office.
- (b). The Contractor also agrees to include these requirements in each Subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA and FRA.

The following provisions (17-20) apply to Agreements exceeding \$100,000.

17. BUY AMERICA REQUIREMENTS

****** *This provision applies only to the following types of Agreements: construction agreements of any value; agreements for the acquisition of goods valued at more than \$100,000; and agreements for the acquisition of rolling stock valued at more than \$100,000.*

- (a). The Contractor agrees to comply with 49 U.S.C. Section 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA- and FRA-funded projects, such as the Transbay Transit Center Program that is the subject of this Agreement, are produced in the United States, unless a waiver has been granted by FTA, FRA, or the product is subject to a general waiver. General waivers are listed in 49 CFR Section 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. Section 5323(j)(2)(C) and 49 CFR Section 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.
- (b). The Contractor shall submit the “Buy America Certification” at the time of bid/offer if the regulation is applicable to the particular agreement. The Prime Contractor is responsible for ensuring that lower tier subcontractors are in compliance.

18. BREACHES AND DISPUTE RESOLUTION

****** *This requirement applies to all Agreements in excess of \$100,000.*

- (a). **Disputes** - Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of TJPA's Executive Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- (b). **Performance During Dispute** - Unless otherwise directed by the TJPA, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.
- (c). **Claims for Damages** - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of the party's employees, agents or others for whose acts the party is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- (d). **Remedies** - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the TJPA and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which the TJPA is located.
- (e). **Rights and Remedies** - The duties and obligations imposed by the Agreement Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the TJPA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. LOBBYING

****** *This provision applies to the following types of Agreements, if the Agreement is equal to or greater than \$100,000: construction, architectural and engineering; acquisition of rolling stock; professional services; operational services; and Turnkey.*

*** Please be aware that the requirements in the Agreement regarding limitations on contributions may be more restrictive than the USDOT Requirements described below. The Contractor must comply with the requirements described below and in the Agreement.*

- (a). The contractor shall submit the "New Restrictions on Lobbying Certification" if the regulation is applicable to the particular agreement.
- (b). The Contractor and each subcontractor shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. Section 1352. The Contractor and each subcontractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to a Federal contract, grant or award covered by 31 U.S.C. Section 1352. Such disclosures are forwarded from tier to tier up to the TJPA.

20. AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT

*** This requirement applies to Agreements and Subcontracts for construction over \$100,000, and to non-construction Agreements valued at more than \$100,000 that employ "laborers or mechanics on a public work," as defined by 42 U.S.C. Section 3701.*

- (a). **Overtime requirements** - No Contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b). **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (c). **Withholding for unpaid wages and liquidated damages** - The TJPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Agreement or any other Federal contract with the same Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.



**Supplemental Environmental Impact Statement/Environmental Impact Report
Preparation Services
Selection Committee Report
October 2012**

Executive Summary and Recommendation

In response to Request for Proposals (RFP) No. 12-04 for Supplemental Environmental Impact Statement/Environmental Impact Report Preparation Services, issued on August 23, 2012, the TJPA received one submission on September 28, 2012. A selection committee convened on October 5, 2012 to evaluate the proposal. Based on the written proposal, the selection committee elected to invite the proposer for an interview; the interview was held on October 15, 2012.

Based on the criteria outlined in the RFP, and a thorough evaluation and interview process, the selection committee recommends that the TJPA negotiate a professional services contract with AECOM Technical Services, Inc. (AECOM).

Background

The TJPA issued an RFP from qualified individuals and/or firms to prepare a Supplemental EIS/EIR (SEIS/EIR), including a New Starts Alternatives Analysis (AA) chapter, for Phase 2 of the Transbay Program.

The SEIS/EIR will be supplemental to the March 2004 Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (Transbay Program) Final Environmental Impact Statement/Environmental Impact Report (2004 FEIS/EIR) and will address refinements in the Phase 2 Transbay Program elements, including changes to the Caltrain Downtown Extension (DTX) tunnel curvature, the extension of rail levels of the Transbay Transit Center (TTC) to accommodate high-speed rail (HSR) requirements, and other changes or new information. The 2004 FEIS/EIR was certified by the predecessor agencies to the TJPA, and a Record of Decision (ROD) for the 2004 FEIS/EIR was signed in 2005 by the Federal Transit Administration (FTA). In 2010, the Federal Railroad Administration (FRA) published a ROD adopting those portions of the 2004 FEIS/EIR dealing with Phase 1 of the Transbay Program (the “Transbay Transit Center” or “TTC”) as it relates to FRA funding of the train box in Phase 1. The upcoming SEIS/EIR will evaluate potential new or increased environmental impacts that may result from changes in Phase 2 of the Transbay Program, changes in circumstances, and new information, as required by the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

The TJPA will be the lead agency for purposes of compliance with CEQA. The FTA will be the lead federal agency for purposes of compliance with NEPA, and the FRA will be a cooperating agency pursuant to 40 CFR Section 1501.6. The outcome of this work will be CEQA and NEPA clearance for changes to Phase 2, which will involve certification of the SEIR by the TJPA, adoption of RODs by FTA and FRA, and completion of a focused New Starts Alternatives Analysis as part of the SEIS.

The contract limit is not expected to exceed \$1,500,000 for a period of two years, although the TJPA will have the option to extend the term by a total of two years, by mutual agreement of the parties. The TJPA will issue Notice(s) to Proceed authorizing the Consultants' work. Compensation will be paid on an hourly basis for services performed.

Schedule

RFP Issued:	Thursday, August 23, 2012
Deadline for Submission of Questions:	Monday, September 10, 2012, 5:00 pm
Answers to Written Questions Posted:	Monday, September 17, 2012
Proposals Due:	Friday, September 28, 2012, 3:00 pm
Interviews:	October 15, 2012
Contract Recommended for TJPA Approval	November 2012 TJPA Board Meeting

Selection Committee Members

- Brian Dykes, TJPA Principal Engineer
- Ellen Garber, TJPA General Counsel, Shute, Mihaly & Weinberger LLP
- Chukwuma Umolu, DTX Deputy Project Manager/Engineering Manager, Parsons

RFP Outreach

An announcement of the RFP appeared in the *San Francisco Chronicle*, *San Francisco Examiner* and was posted on the City Purchaser's Bids and Contracts website; a copy of the announcement is Attachment A. On the same day, the TJPA posted the RFP on its website for the public to view and print and sent announcement of its availability to 278 contacts compiled from the San Francisco Human Rights Commission, California Department of General Services and the California Unified Certification Program databases, as well as TJPA's internal list of 499 self-identified firms requesting to receive information from the TJPA on all Professional Services RFPs.

On September 28, 2012, the TJPA received one proposal in response to the RFP. Following the receipt of the single proposal from AECOM, the TJPA reviewed its process to confirm that appropriate efforts were taken to promote full and open competition, in accordance with FTA Circular C 4220.1F. The work scope specified in the proposal was reviewed, and it was determined that it was not restrictive and promoted full and open competition. TJPA staff also reached out to several firms to inquire as to why they had not proposed, and received responses that the respective firms were too small to cover the entire work scope. Several of the smaller firms were able to team with AECOM; the AECOM proposal includes ten subcontractors—six certified DBEs and two certified SBEs.

Selection Committee Evaluation

The selection committee met on October 5, 2012 to review the written proposal and evaluate strengths and weaknesses using the criteria listed on the score sheet (Attachment B). The firm met the Minimum Necessary Qualifications and their proposal was scored. Following the discussion, each committee member individually filled out scoring sheets. The TJPA Contracts

Compliance Officer collected the scoring sheets and tabulated the results. Based on the responsiveness of the written proposal, the selection committee elected to invite the proposer for an interview in order to validate the proposal and ensure that the firm was responsible enough to meet the objectives of the RFP. The interview was held on October 15, 2012.

On October 15, 2012, the committee conducted the interview. Each committee member individually completed scoring sheets following a discussion, and submitted them to the TJPA Contracts Compliance Officer for tabulation. Interview and written evaluations scores were combined for final scores, shown below.

Based on the criteria outlined in the RFP, AECOM was deemed responsive and responsible, and able to perform all the tasks in the RFP at a good value to the TJPA. The selection committee recommends that the TJPA negotiate an agreement with AECOM to provide Supplemental Environmental Impact Statement/Environmental Impact Report Preparation Services.

Evaluation Scores (125 points max individual/375 points max total)

Firm	Panelist A	Panelist B	Panelist C	Total Score
AECOM	118	103	112	333

Evaluation Scores (125 points max individual/375 points max total)

Firm	Panelist A	Panelist B	Panelist C	Total Score
AECOM	101	101	98	300

Totals (750 points max total)

Firm	Evaluation	Interview	Total Score
AECOM	333	300	633

Attachments

- Attachment A, RFQ Announcement
- Attachment B, Evaluation Scoring Sheet
- Attachment C, Interview Questions/Scoring Sheet

Reference

Request for Proposals No. 12-04 for Supplemental Environmental Impact Statement/Environmental Impact Report Preparation Services issued by the Transbay Joint Powers Authority on August 23, 2012.

The proposal submitted in response to this RFP is available for review at 201 Mission Street, Suite 2100 upon contacting the TJPA, where it will be maintained on permanent record.

Attachment A

ANNOUNCEMENT

REQUEST FOR PROPOSALS NO. 12-04 SUPPLEMENTAL EIS/EIR PREPARATION SERVICES

The Transbay Joint Powers Authority (TJPA) is issuing a Request for Proposals (RFP) for SUPPLEMENTAL EIS/EIR PREPARATION SERVICES for the Transbay Transit Center Program from firms or individuals with expertise in preparing alternatives analyses and joint EIS/EIRs.

The TJPA may select one firm for a contract for a period up to two (2) years.

Proposal packages must be received by the TJPA no later than **2:00 p.m. on Friday, September 28, 2012**, at the address below. Late proposal packages will not be considered.

Transbay Joint Powers Authority
201 Mission Street, Suite 2100
San Francisco, CA 94105

Prospective Respondents may obtain copies of this RFP, including required forms, by visiting the TJPA's website at www.TransbayCenter.org (>TJPA>Doing Business with the TJPA>Current Contract Opportunities) or by contacting the TJPA at (415) 597-4620 or at Environmental@TransbayCenter.org.

Attachment B

**EVALUATION SCORE SHEET
Supplemental EIS/EIR Preparation Services RFP**

Name of Respondent: _____

Name of Panelist: _____

Signature of Panelist: _____

<i>Criteria</i>	<i>Value</i>	<i>Reviewer Comment</i>
Introduction and Executive Summary (3 page limit) <i>[maximum 10 points]</i>		
Qualifications and experience of Respondent Firm (8 page limit) <i>[maximum 20 points]</i>		
Approach to Services and Efficiency (10 page limit) <i>[maximum 30 points]</i>		
Schedule (2 page limit) <i>[maximum 10 points]</i>		

Staffing (10 page limit) <i>[maximum 20 points]</i>		
References (2 page limit) <i>[maximum 10 points]</i>		
Fee Proposal <i>[maximum 25 points]</i>		

**Total _____
(125 maximum total score possible)**

Attachment C

FIRM NAME:

PANELIST:

DATE:

TJPA INTERVIEW SCORE SHEET

RFP 12-04: Supplemental EIS/EIR Presentation Services

<i>Description</i>	<i>Score</i>	<i>Notes</i>
Presentation (15 minutes maximum; 20 points)		
<i>Questions (maximum 105 points; 15 points per question)</i>		
1. How will you streamline the SEIS/EIR/AA process and advance the project quickly and efficiently? As part of that effort, how do you anticipate managing all of the proposed sub-consultants to ensure that tasks are on schedule; and with the amount of personnel proposed, how will all the meetings be managed to keep them streamlined and efficient?		
2. Which items in Task 2, Preliminary Project Description, do you anticipate will require the most effort? Also, other than the technical analyses specifically listed in the RFP, are there any other environmental issues that you anticipate arising out of the project as described?		
3. Please explain the difference between the alternatives in the New Starts analysis and the range of NEPA and CEQA alternatives.		
4. How do you propose to address responses to comments on the <u>Final</u> SEIS-SEIR?		
5. How will you make distinctions between the RLPA and No-Build, given that major elements of the former are under construction?		

6. How will your approach to the New Starts analysis (and the SEIS-EIR) enhance the project's FTA New Starts rating?		
7. What steps would you take to ensure that the final document is concise and limited to no more than 200 pages?		

TOTAL SCORE: _____

(125 maximum)